

Credit Card Chargeback Mechanism 信用卡交易拒付機制

What is Chargeback Mechanism? 甚麼是信用卡交易拒付機制?

The chargeback mechanism established by Credit Card Associations (Visa/MasterCard/UnionPay) aims to protect credit cardholders in which they can apply through the card issuing banks for reimbursement of their payments for the products and services which they do not receive or are not satisfied with. The chargeback is bound by relevant rules and regulations as stipulated by Credit Card Associations.

信用卡機構(Visa/MasterCard/銀聯)訂立的拒付機制旨在保障持卡人可就某項未有收妥或感不滿意的貨品或服務向其發卡銀行申請退款，有關拒付程序均受信用卡機構所制訂的相關條例所約束。

Review Monthly Card Statement and Report Disputed Transaction

定期檢閱月結單，適時提出爭議交易

It is the responsibility of a cardholder to review his/her monthly credit card statement and report to the Bank any questionable or irregular transaction(s) in 60 days from the statement issue date. The Bank regards the statement as correct and in order should no irregularity/error is reported within this specified period.

持卡人有責任檢閱每期的月結單，如發現有問題或異常的交易，須在月結單發出日期之60天內向銀行提出。銀行會對指定期內沒有異議的月結單視為正確無誤。

Right of the Cardholder to Lodge a Dispute Request 持卡人享有就交易提出爭議的權利

If a cardholder finds a questionable or irregular transaction, as listed in card statement or already posted to card account, and for certain reason he/she does not want to pay or be held liable for it, he/she is protected by the chargeback mechanism of Credit Card Associations (Visa/MasterCard/UnionPay) to lodge a dispute request through the card issuing bank to claim for a full/partial refund of the transaction.

如持卡人就月結單上或已扣賬的交易存疑或基於某些原因拒絕支付該交易或向該交易負責，他/她可受到有關信用卡機構拒付機制保障而透過其發卡銀行提出交易爭議，要求全數或部分的退款。

Responsibility of the Card Issuing Bank to Resolve Disputed Transaction for Cardholders

發卡銀行有責任為持卡人解決爭議的交易

A card issuer must help resolve cardholders' disputes under the chargeback rules and regulations prescribed by Credit Card Associations and extending to cardholders all the protections as appropriate.

發卡銀行有責任就持卡人提出的交易爭議提供協助，並引用信用卡機構制定的拒付條例適切地保障持卡人利益。

Common Dispute Reasons 常見爭議理由

- Transaction Not Authorized 沒有授權交易
- Non-receipt of Merchandise/Service 收取不到貨品/服務
- Defective/Not as Described Merchandise/Service 損壞/劣質/貨不對版貨品/服務
- Recurring Service Already Cancelled 已取消的循環服務
- Refund/Credit Promised but Non-receipt 未收到商戶承諾的退款
- Merchants Closed for Business 商戶結束營業

Case Officer will review cardholder's dispute case and apply the most appropriate reason code to execute a chargeback proceeding in accordance with prescribed rules and regulations of Credit Card Associations.

個案主任會研究每個爭議個案，並就其性質及類別配合信用卡機構所訂定的拒付條例，引用最恰當的理由辦理拒付程序。

Handling of Payment of the Disputed Transaction 處理爭議交易的繳付

In general, the Bank will arrange hold fund of the disputed transaction and cardholder will not have to pay for the amount in dispute during the course of chargeback.

一般而言，已向本行提出爭議的交易會被凍結，而於拒付程序進行中，持卡人暫毋須繳付該爭議交易。

Sales Draft/Transaction Document Retrieval 賬單/交易文件檢索

Prior to the chargeback, a retrieval request may be processed to allow cardholder to review the transaction document to determine the validity or further pursuance of the disputed transaction.

在辦理拒付程序之前，有關交易單據及文件或會被檢索並提供予持卡人查閱，以決定該交易是否有效或仍需繼續爭議。

Time-frame for initiating a chargeback proceeding 啟動拒付程序的時限

There are different time-frames governed by dispute types in execution of chargebacks as stipulated by Credit Card Associations. In general, a chargeback for Visa/MasterCard is required to be executed within 120 days from the date of the disputed transaction or up to a maximum of 540 days from the transaction date for merchant closed cases; and 360 days from transaction date for UnionPay for all cases including merchant closed cases of full refund claims.

Cardholders are strongly advised to observe the 60 days from statement date to lodge a disputed transaction so as to avoid possible loss of chargeback right due to time-frame exceeded. (Please note respective reminder printed on the monthly credit card statement.)

信用卡機構就爭議性質及類別制訂不同的拒付期限，一般而言，Visa/MasterCard的拒付程序須在自交易日起計120天內或最長540天內(適用於商戶結業個案)啟動；銀聯拒付程序須在360天內啟動，包括商戶結業而要全數退款個案。本行建議持卡人須遵照月結單發出後60天的期限提出交易爭議，以免喪失拒付的權利。(請留意刊在信用卡月結單上的有關提示)

Time-frame for concluding a chargeback proceeding 完成拒付程序的時限

After execution, it normally takes 6-8 weeks to conclude a chargeback case unless an arbitration is required from Credit Card Associations. Cardholder will be notified of the result or further pursuance (if needed) of the chargeback case accordingly.

一般而言，拒付程序的處理周期大約為6-8星期，除非需信用卡機構介入仲裁，有關拒付結果或是否需進階處理屆時本行會通知持卡人。

Channels to Lodge a Dispute Request 提出爭議要求的渠道

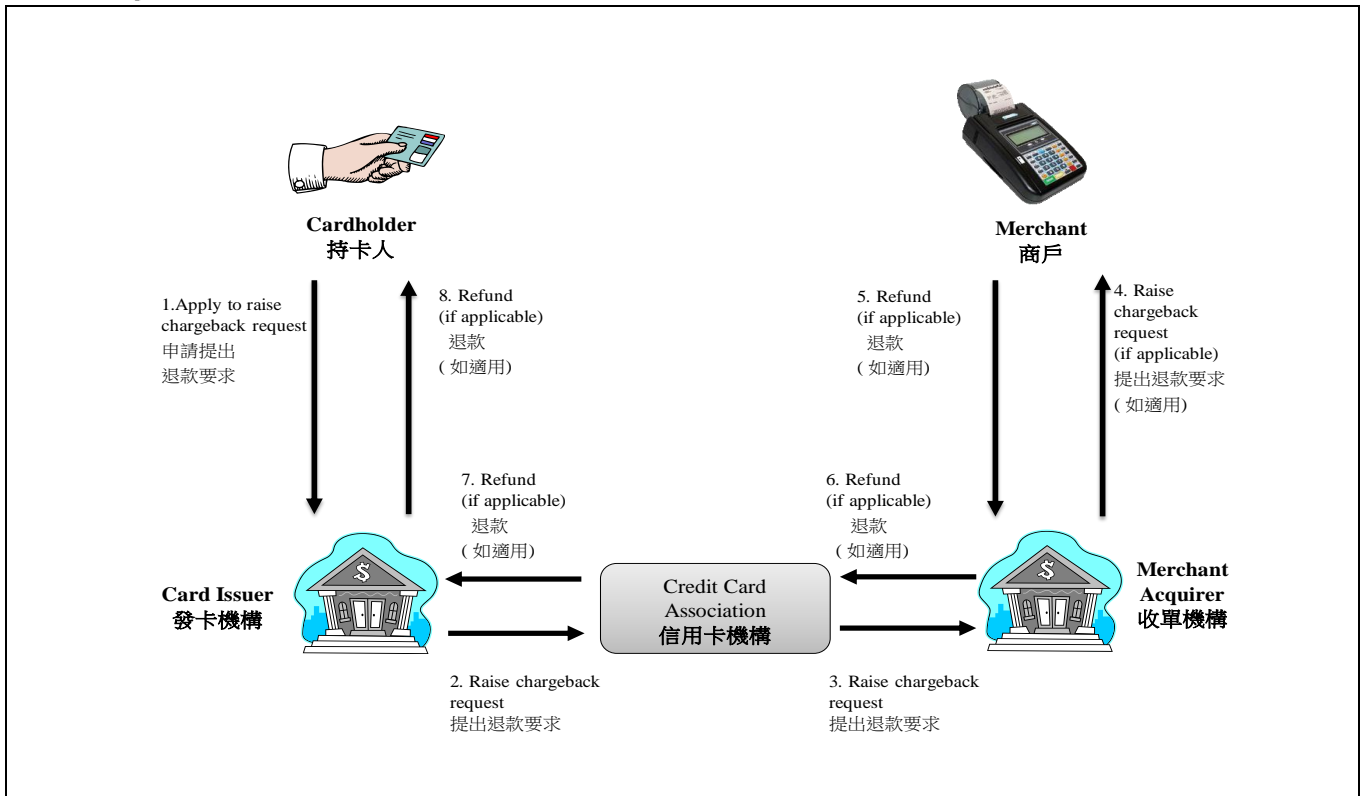
- Download and complete the Cardholder's Declaration of Dispute and fax/email to Bank. 於本行網址下載並填妥："信用卡持卡人賬項爭議聲明" 後傳真/電郵回本行處理。
- Call our 24-Hour Customer Service Hotline at 2543 2223 致電本行24小時服務熱線。
- Visit any of our Banks' branches 親臨本行任何分行辦理。

Points to Note 注意事項

- Cardholder is suggested to contact the merchant (if still in business) in an attempt to resolving the dispute in the first instance. 持卡人應就其爭議先行聯絡商戶(如尚營業)，嘗試尋求和解。
- Cardholder should provide relevant documents (if any) and information to substantiate and justify the chargeback. 持卡人應就其爭議向本行提供有關交易文件及資料，作為辦理拒付程序的理據。
- Cardholder should allow reasonable buffer period for Bank to review the case and prepare documents for chargeback for cases lately reported with tight timeframe. 持卡人須就其延遲提出而期限緊迫的拒付要求給予銀行合理的緩衝期作為個案研究及文件處理。
- Cardholder should be bound by the chargeback rules and regulations as prescribed by Credit Card Associations the arbitration (if any) of which is final. 持卡人應受信用卡機構所制訂的拒付機制約束並接納其仲裁(如有)為最終決定。

Quick Reference 快速參考

(A) Chargeback Process Flow 拒付處理流程



(B) Chargeback Timeframe Table 拒付程序時限一覽表

	<i>Timeframe for cardholder to raise a dispute request</i> 持卡人提出爭議交易時限	<i>Timeframe for Bank to initiate a chargeback</i> 銀行啟動拒付程序時限	<i>Timeframe for Bank to conclude a chargeback (general cases)</i> 銀行完成拒付程序時限(一般個案)
VISA/ MasterCard	60 days from statement date of the disputed transaction 月結單發出日起計60天內	120 days from transaction date of the disputed transaction (<i>All Dispute Types</i>) 爭議項目交易日起計120天內 (所有類別) 540 days from transaction date of disputed transaction (<i>Merchant Closed for Business</i>) 爭議項目交易日起計540天內 (商戶結業適用)	6-8 weeks after execution 啟動後6-8週
UnionPay	-ditto-同上	360 days from transaction date of disputed transaction (<i>All Dispute Types</i>) 爭議項目交易日起計360天內 (所有類別)	--ditto-同上

Please complete and return the Form with relevant documents (if any) by fax to 2142 3836 OR by email to: cardau_hk@ocbcwh.com

請將已填妥的表格連同有關文件(如有) 傳真至：2142 3836 (或) 電郵至：cardau_hk@ocbcwh.com

For any query, please call our Customer Service Hotline at 2543 2223

如有任何查詢，請與本行客戶服務中心聯絡，查詢電話：2543 2223。

Cardholder name:

持卡人姓名

Card number:

信用卡號碼

Item 項目	Transaction Date 交易日期	Merchant Name 商戶名稱	Txn. Amount (HK\$) 交易金額 (HK\$)	Disputed Amount (HK\$) 爭議金額 (HK\$)
1.				
2.				
3.				
4.				
5.				

I have examined the above transaction(s) and am writing to dispute it/them for the following reason(s):

本人已詳細檢閱以上交易及基於下列理由對賬項提出爭議：(Please mark "X" in the appropriate space 請在適當之方格內填上 "X")

1. I certify that the above transaction(s) was/were not made & authorized by me or by any person authorized by me to use my card, nor were the goods or services or value represented by the above transaction(s) received by me or by any person authorized by me. I do have the above card in my possession at the time of the disputed transaction(s).
本人証實沒有參與及授權以上交易，亦沒有授權第三者使用本人信用卡。本人或其他由本人授權者均沒有曾經收取以上交易中的貨物或提供之服務。當上述爭議交易發生時，本人仍然持有有關信用卡。
2. Incorrect Transaction Amount / Currency. The correct transaction amount should be _____ (transaction receipt copy enclosed)
交易金額 / 貨幣不符，交易之正確金額為 _____ (茲附上該簽賬單據副本)
3. I certify that the charge in question was a single transaction, but has been billed twice on my statement.
本人只涉及一宗交易，然而本人之月結單上卻被誌賬了兩次。
4. I agree that I did authorize one transaction of HK\$ _____ at the above merchant. However, I have also been billed for the above transaction(s) which I did not authorize and engage in. I do have the above card in my possession at the time of the disputed transaction(s).
本人於上述商戶只涉及一宗交易，金額為 HK\$ _____，但本人並未授權上述交易。當上述爭議交易發生時，本人仍然持有有關信用卡。
5. I have requested to terminate the Direct Debit Authorization with the merchant on _____ (date) by email / letter / facsimile. The merchant was not authorized to debit any charge from the above credit card account thereafter. Enclosed is a copy of the termination notice sent to the merchant before.
本人已於 _____ (日期) 以電郵 / 信件 / 傳真通知上述商戶取消自動轉帳授權。因此商戶無權再透過上述信用卡戶口收取任何費用。茲附上有關先前取消自動轉帳之通知書副本。
6. I was issued a credit slip / promised of a refund which has not appeared in my statement. Enclosed is a copy of the credit slip.
本人已收悉以上交易之退款單據 / 商戶承諾退款，然而本人之月結單內仍未顯示有關退款，茲附上該退款單之副本。
7. Cancelled Reservation at Hotel 已取消預訂房間：
I have made a room reservation at the above Hotel but cancelled it at _____ (am/pm) on _____ (date).
I was given a Cancellation No. _____.
本人確曾向上述酒店訂房，但本人已於 _____ (日期及時間) 向酒店取消訂房並取得一取消號碼 _____。

8. The merchant is unable or unwilling to provide the service / merchandise. I have attempted to contact the merchant by phone / email, etc to resolve the matter (please explain the details in "Others" regarding the result). Enclosed is a copy of order form / invoice and relevant correspondence with the merchant.
上述商戶無法或不願意提供有關交易的服務 / 訂購之貨品。本人曾嘗試以電話/電郵等方法聯絡商戶尋求解決辦法 (請詳細說明聯絡結果於以下 "其他備註" 並附上該購物單據之副本和與商戶之通訊有關文件)
9. The merchant is unable to provide the purchased service / merchandise due to its closure of business. I am writing to dispute the unused portion of the services valued at HK\$_____. Enclosed is a copy of service contract/agreement I entered with the merchant.
上述商戶已結束營業，故無法提供有關交易的服務/訂購之貨品，本人現就仍未享用的服務所涉及的金額 HK\$_____ 進行追討，茲附上本人與商戶於簽訂的服務合約以供參考。
10. The service / merchandise received is defective / not as described as my original ordered from the merchant. (Please explain the problem in "Others" and provide the relevant proof to show the difference / defective)
本人收到之服務 / 貨品與本人向上述商戶所購買的服務/貨品有不同/損毀 (請於 "其他備註" 內詳細說明不同之處 / 損毀情況，並提供文件證明)。
11. I have made payment of the above stated transaction(s) by 本人已用以下方式支付商戶
 Other Credit Card 其他信用卡 (No. _____)
 Cash 現金
 Cheque 支票 (No. _____)
(Copy of card statement / cash receipt / cheque & bank statement enclosed 茲附上信用卡月結單 / 現金收據 / 支票及銀行月結單副本)
12. Others 其他備註

*Principal cardholder signature
主卡持卡人簽署

Contact Number
聯絡電話

*Supplementary cardholder signature
附屬卡持卡人簽署

Date 日期: _____

(*Must be the same as the one shown on your credit card 必須與信用卡上之簽署式樣相同)