



Card Transaction(s) Dispute Mechanism 卡交易拒付機制

What is Dispute Mechanism? 甚麼是卡交易拒付機制？

The dispute mechanism established by Card Associations (Visa/MasterCard/UnionPay) aims to protect cardholders in which they can apply through the card issuing banks for reimbursement of their payments for dispute transactions. The chargeback is bound by relevant rules and regulations as stipulated by Card Associations.

卡交易拒付機制是國際卡組織(Visa/MasterCard/銀聯) 為持卡人提供的保障機制,當出現卡爭議交易時, 持卡人可透過發卡銀行向商戶的收單機制提出退款申請, 而有關拒付程序均受國際卡組織所制訂的相關條例所約束。

Review Monthly Card Statement and Report Disputed Transaction(s) 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 card statement and report to the Bank any questionable or irregular transaction(s) in 14 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14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 dispute mechanism of 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(s) 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 cardholder's disputes under the dispute rules and regulations prescribed by 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

Cases officer will review cardholder's dispute case and apply the most appropriate reason to execute a dispute proceeding in accordance with prescribed rules and regulations of 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國際卡組織所訂定的拒付條例，引用最恰當的理由辦理拒付程序。

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

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

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。

Time-frame for Initiating a Dispute Proceeding 啟動拒付程序的時限

There are different time-frames governed by dispute types in execution of dispute as stipulated by card associations. In general, a dispute or Visa/MasterCard/UnionPay is required to be executed within 120 days from the date of disputed transaction(s). For merchant closure cases, Visa/MasterCard must be executed no later than 540 days from the transaction date, and UnionPay must be executed no later than 360 days from the transaction.

Cardholders are strongly advised to observe the 14 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.)

國際卡組織就爭議性質及類別制訂不同的拒付期限，一般而言，Visa/MasterCard/銀聯的拒付程序須在自交易日起計120天內啟動。如屬商戶結業個案，Visa/MasterCard須在不晚於自交易日起計540天內啟動，而銀聯則須在不晚於自交易日起計360天內啟動。本行建議持卡人須遵照月結單發出後14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 Dispute Proceeding 完成拒付程序的時限

After execution, it normally takes 6-8 weeks to conclude a dispute case unless an arbitration is request from the card associations. Cardholder will be notified of the result or further pursuance (if needed) of the dispute case accordingly.

一般而言，拒付程序的處理周期大約為六至八個星期，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

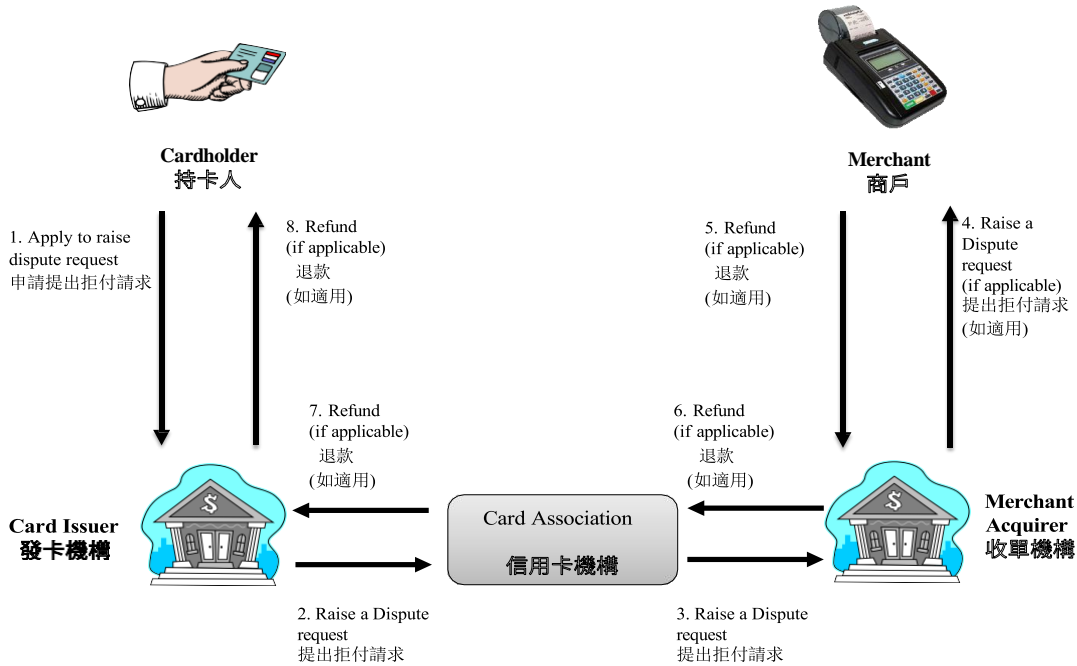
- Download and complete the 「Credit Card Cardholder' s Declaration of Dispute」 and fax/e-mail to Bank. 於本行網址下載並填妥「信用卡持卡人賬項爭議聲明」後傳真/電郵回本行處理。
- Call our Customer Service Hotline During Office Hour at (853)2832 3641 於銀行辦工時間致電本行服務熱線。
- Visit any of our Bank's Branches 親臨本行任何分行辦理。

Points to Note 注意事項

- Cardholder is suggested to contact the merchant 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 dispute right. 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 dispute 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 disputed rules and regulations as prescribed by 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. Dispute Process Flow 拒付處理流程



B. Dispute Timeframe table 拒付程序時限一覽表

	Timeframe for cardholder to raise a dispute request 持卡人提出交易爭議時限	Timeframe for Bank to initiate a dispute 銀行啟動拒付程序時限	Timeframe for bank to conclude a dispute (General cases) 銀行完成拒付程序時限(一般個案)
Visa / MasterCard / UnionPay	14 days from statement date of the disputed transaction(s) 月結單發出日起計14天內	120 days from transaction date of the disputed transaction(s) (all dispute types*) 爭議交易日起計120天內(所有類別*)	6-8 weeks after execution 啟動後六至八週

Remark 註:

*If case is related to merchant closure, Visa/MasterCard must be executed no later than 540 days from the transaction date, and UnionPay must be executed no later than 360 days from the transaction.

*如果案件涉及商戶倒閉，Visa/MasterCard 必須在交易日起 540 天內執行，銀聯卡必須在交易日後 360 天內執行。



華僑銀行信用卡持卡人賬項爭議聲明

OCBC Credit Card Cardholder's Declaration of Dispute

持卡人姓名

信用卡號碼

Cardholder Name : _____

Card Number : _____

爭議之交易明細 DISPUTE DETAILS :

項目 Item	交易日期 Transaction Date	商戶名稱 Merchant Name	交易金額 Transaction Amount	記帳編號 Reference Number

第一部分 Part 1

- 要求索取銷售單據副本**：本人未能確認上述交易，故要求索取銷售單據副本作核實及存錄，本人同意支付相關的手續費按每張銷售單計澳門幣/港幣 50 元 (幣別按上述信用卡幣別而定)並於上述信用卡賬戶內扣取。

Request for Sales Draft Retrieval : I cannot confirm with the above transaction(s). I would like to request the copy of relevant Sales Draft(s) for my reference. And I agree to pay for the retrieval fee MOP/HKD 50.00 per copy, please debit my account stated above.

- 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 (請填寫第二部分)**

I have examined the above transaction(s) and am writing to dispute it/them for the following reason(s) (Please fill in Part 2)

第二部分 Part 2

請在適當之方格內填上“✓” Please mark “✓” in the appropriate box

1. 本人確認沒有參與或授權以上交易，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。
I certify that the above transaction(s) was/were not made or 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. The above card was with me at the time of the disputed transaction(s).
2. 交易金額/貨幣與本人授權的交易金額/貨幣不相符。現隨函附上簽賬單副本以作證明。
The billed amount/currency of the above transaction was different from the sales draft that I have authorized. Enclosed is the sales draft copy for proofing.
3. 本人確認只授權一筆交易，但商戶重覆扣賬。當上述爭議交易發生時，本人仍然持有有關信用卡。
I have only made one transaction, the above transaction(s) is/are duplicate(s). The above card was with me at the time of the disputed transaction(s).
4. 本人於上述商戶只涉及一宗交易，金額為 MOP/HKD _____，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。
I agree that I did authorize one transaction of MOP/HKD _____ at the above merchant. However, I have also been billed for the above transaction(s) which I did not authorize and engage in. The above card was with me at the time of the disputed transaction(s).
5. 本人已通知上述商戶取消定期循環交易的授權指示，但仍被該商戶於上述信用卡扣取循環交易金額。現附上有關之取消扣款指示以作證明。
I have cancelled my recurring payment instruction with the above merchant but my credit card account is still being charged. Enclosed is my cancellation notice for proofing.
6. 本人已通知上述商戶取消訂房但仍被該商戶於上述信用卡扣費。茲附上有關取消訂房之通知書副本以作證明。
I have made the cancellation of the above hotel room reservation but my credit card account is still being charged. Enclosed is my cancellation record for proofing.
7. 本人持有商戶提供的退款證明單據，但本人至今仍未收到商戶之退款。現隨函附上退款證明單據副本以作證明。
I was issued a credit transaction receipt(s) from the merchant, but the refund has not been credited to my card account. Enclose is the credit slip for proofing.
8. 本人或其他由本人授權者均沒有收到商戶提供之服務 / 寄出之貨品。現隨函附上訂貨單副本。
Neither I nor any person authorized by me received the service / merchandise from the merchant. Enclosed is the order form.



華僑銀行信用卡持卡人賬項爭議聲明

OCBC Credit Card Cardholder's Declaration of Dispute

9. 本人收到之貨物/服務與本人於商戶訂(購)之貨物/服務有不同之處 (請於以下 “其他爭議之原因” 詳細說明情況，並提供文件證明。)
The merchandise / service received is not as described as my original ordered from the merchant. (Please specify in below “Other Dispute Reason” how the merchandise is not as described and provide relevant proof to show the difference)

10. 本人已用以下方式支付商戶

I had paid the above transaction(s) by

其他信用卡 Other credit card

現金 Cash

支票 Cheque

現隨函附上相關的信用卡月結單副本 / 現金收據副本 / 支票副本以作證明。

Copy of relevant card statement / cash receipt / cheque is enclosed.

11. 其他爭議之原因 Other Dispute Reason (請詳述 please specify in detail)

第三部分 Part 3

本人會先行繳付上述賬款，如證實非本人授權交易，請安排退款到本人上述信用卡賬戶內。

I will settle the above transaction(s) first, refund should be made to my credit card if I am not liable for the transaction(s).

本人不接納先行繳付上述賬款，請扣起有關交易款項。如證實本人需負責上述交易，本人同意支付有關交易賬項並承擔因暫緩繳款所衍生的利息及手續費。

I will not settle the above transaction(s) now, please put the transaction on hold until the investigation results. I understand that I will be liable for the disputed item together with the retrieval fee (if any) and accrued interest if the transaction(s) is/are responsible by me.

持卡人簽署 Cardholder Signature

日期 Date