# Easy-Credit-Cards Credit Card Chargeback Protection Mechanism

## 1. What is the Credit Card Chargeback Protection Mechanism?

For disputable credit card transactions, cardholder can request a chargeback from the merchant's acquirer through his/her card issuer. Based on the rules set out by credit card association (such as Visa, Union Pay), if the request is accepted by the acquirer, the acquirer will reimburse the issuer which will in turn refund the transaction amount to the cardholder. The chargeback is bound by relevant rules and regulations as stipulated by Credit Card Associations.

Customers can initiate refund requests through ECC Limited (referred to as "ECC" hereafter) under specific circumstances of disputed transactions processing mechanisms, such as unauthorized transactions or situations where the merchant fails to provide goods/services after the customer has made a one-time payment using the credit card. The customer can request the cancellation of the transaction or the refund of the transaction amount through ECC.

However, the disputed transaction processing mechanism does not apply to all credit card transactions. Credit card installment payment plans involve a loan agreement between the customer and ECC, where ECC provides a one-time loan to the customer to directly pay for transactions between the customer and the merchant. The customer commits to repay the loan to ECC in installments. Therefore, the customer must repay the entire loan to ECC on time according to the agreement.

## 2. Common Dispute Reasons

- Unauthorized / Duplicate / Incorrect Transactions
- Defective/Not as Described Merchandise/Service
- Non-receipt Merchandise / Services
- Canceled Transactions / Credit Not Processed
- Merchants Closed for Business

### 3. Points to Note

 Cardholder is suggested to contact the merchant (if still in business) to resolve the dispute in the first instance.

- Cardholder should provide relevant documents (if any) and information to substantiate and justify the chargeback.
- Cardholder should allow reasonable buffer period for issuer to review the case and prepare documents for chargeback for cases lately reported with tight time frame.
- Cardholder should be bound by the chargeback rules and regulations of the Credit Card Association and accept its arbitration (if any) as the final decision.
- Credit card instalment plan is ineligible for chargeback claim as the loan agreement between the card issuer and the cardholder is not recognized as a typical credit card transaction.

## 4. What type of transactions can the Cardholder dispute?

A Cardholder may request a chargeback for a number of reasons with valid supporting documents, including:

- Transaction amount which the Cardholder believes are incorrect
- Internet transactions which the Cardholder believes he or she did not authorize; (excluding OTP transaction)
- Transactions that the Cardholder suspects that they are fraudulent;
- Duplicated transaction;
- Goods or services that the Cardholder did not receive at all or within the agreed timeframe (in such cases you should contact the merchant in the first insurance);
- Recurring direct debits and regular repayment authorities that the Cardholder has previously cancelled.
- 5. The dispute request for the following transaction types would not be accepted. Cardholder should contact the merchant and resolve the dispute with the merchant directly.
  - Requests submitted after the deadline:
     Chargeback requests must be raised within 60 calendar days from the statement issuance date. For the instance of merchant closed down

business resulting in failure to deliver goods and or services after one-off pre-payment, the eligible claim period shall not exceed 540 calendar days from the transaction posting day.

After this 60 calendar days / 540 calendar days' period, the ECC Finance Limited reserves the right to reject any request. Cardholder shall be responsible for any loss or damage (if any) arising out of or in connection with the relevant card transaction.

#### Credit Card Instalments:

Credit Card Instalment is a loan agreement between Cardholder(s) and ECC Finance Limited. Cardholder(s) is/are bound to repay on time to ECC Finance Limited until the installment loan is paid off.

- Online Transaction with One-time Password (OTP) Authentication\*:
   The Cardholder's identity is verified by the one-time password (OTP) sent to the Cardholder's registered mobile phone via SMS. Authentication must be completed before the purchase can be executed. Since the transaction is authenticated, "Unauthorized Transaction" cannot be used as a reason for chargeback request.
- Face-to-Face Card Present Transactions where chip read or contactless payment is used:

Since the transaction is authenticated, "Unauthorized Transaction" cannot be used as a reason for chargeback request.

Mobile Wallet-Based Payment Method (including but not limited to Apple Pay, AlipayHK, WeChat Pay, Google Pay and FPS using Credit Card)\*: Since the transaction is authenticated, "Unauthorized Transaction" cannot be used as a reason for chargeback request.

### E-Bill Payment:

Since the transaction is authenticated, "Unauthorized Transaction" cannot be used as a reason for chargeback request.

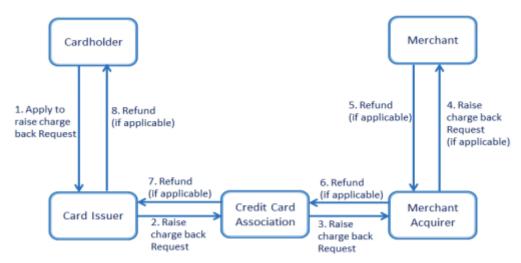
Octopus Automatic Add Value Service (AAVS) Auto-Reload Transaction:
 Since the transaction is authenticated, "Unauthorized Transaction" cannot be used as a reason for chargeback request.

#### Other Reason:

For instance, quality of goods and/or service provided by a merchant or contract-related disputes are not covered service offered by Card Associations.

\*Note: Please report to the Police immediately for further investigation once the Cardholder suspects that he/she might be cheated in the said transactions.

## General (simplified) process flow of the chargeback mechanism



### Cardholders can initiate a dispute request with the following procedures:

- Call Customer Service Hotline: (+1) 800 8902 for dispute transaction inquiry and/ or click <u>here</u> to download the "ECC Credit Card Chargeback Transaction Form".
- Customers can return the completed " ECC Credit Card Chargeback Transaction Form" and supporting documents to ECC Finance Limited through Email: <a href="mailto:creditcard@easy-credit-cards.com">creditcard@easy-credit-cards.com</a>
  - \*Any supporting documents include, but are not limited to, the relevant

disputed transaction contracts/invoices/receipts and proof of the

merchant's failure to provide goods/services (if applicable).

- The customer must apply for a refund for the disputed transaction within 60 days from the date of the monthly statement issued by ECC Finance Limited.
- ii. If the merchant closes down or fails to provide goods/services, the application time limit will be determined according to the requirements of each credit card international organization. ECC Finance Limited must submit a disputed transaction and refund application to the acquirer within the following retrospective period: within 120 days from the transaction date or within 120 days from the date of termination of the merchant's business; the effective retrospective period shall not exceed 540 days from the transaction date.
  - (Note): Cardholders should provide ECC with sufficient and valid supporting documents no less than 10 working days before the expiry of the retrospective period to avoid delays in submitting disputed transaction requests to Credit Card International.
- iii. The processing time will normally be around 60-90 days upon receiving all requisite documents. The processing time may be longer depending on the complexity. ECC Finance Limited will raise the request for Cardholders against the acquirer. If the request is accepted by the acquirer, the amount will be reimbursed to Cardholders via ECC Finance Limited.
- iv. After ECC Finance Limited receives the "ECC Credit Card Chargeback Transaction Form" submitted by the cardholder, the relevant disputed transaction will be deferred until the relevant dispute procedure is completed. Cardholders can also choose to pay the bill. If it is confirmed that the cardholder is responsible for the transaction, the cardholder shall be responsible for all the interest arising from the deferral of payment and the fee of HKD 200 for obtaining a copy of the endorsement receipt.

Cardholder may submit their dispute requests within 60 calendar days from the statement issuance date so that ECC Finance Limited can have sufficient time to review and follow up the case. Besides, each dispute reason has respective processing time and deadline. The dates stated in the following table is for reference purpose only and the guidelines issued by the respective Card Associations (which may be changed from time to time and without prior notice) shall be followed.

Dispute Reason	Visa Card	Supporting Document
Duplicate Processing	Within 120 calendar days from the transaction posting date.	<ul> <li>Sales invoice and / or Transaction receipt</li> </ul>
Paid by Other Means	Within 120 calendar days from the transaction posting date.	<ul> <li>Sales invoice and / or Transaction receipt</li> <li>Supporting document for the payment by other means</li> </ul>
Incorrect Transaction Currency / Amount	Within 120 calendar days from the transaction posting date.	<ul> <li>Sales invoice and / or         Transaction receipt to             show incorrect             currency / amount             billed     </li> <li>Supporting document to             prove the original /             agreed transaction             currency / amount</li> </ul>
Merchandise / Services Received is Not as Described (such as	Within 120 calendar days from the transaction posting date OR Within 120 calendar days from the agreed delivery	<ul> <li>Sales invoice and / or Transaction receipt</li> <li>Proof of dispute raised with merchant and attempt to resolve the</li> </ul>

counterfeit goods)	date of the service / merchandise but not exceeding 540 calendar days from the transaction posting date.	matter (e.g. correspondence email)  Proof of returned merchandise / attempt to returned merchandise  Details of what was not as described
Defective Merchandise Received	Within 120 calendar days from the transaction posting date OR Within 120 calendar days from the agreed delivery date of the service / merchandise but not exceeding 540 calendar days from the transaction posting date.	<ul> <li>Sales invoice and / or         Transaction receipt / or         confirmation email from         merchant</li> <li>Proof of dispute raised         with merchant and         attempt to resolve the         matter (e.g.         correspondence email)</li> <li>Proof of the         merchandise received         by the cardholder was         damaged or defective</li> <li>Proof of returned         merchandise / attempt         to returned         merchandise</li> </ul>
Non-Receipt of Merchandise / Service	Within 120 calendar days from the transaction posting date OR Within 120 calendar days from the agreed delivery date of the service / merchandise but not exceeding 540 calendar	<ul> <li>Sales invoice and / or Transaction receipt</li> <li>Detailed description of ordered merchandise / or services</li> <li>Proof of delivery date</li> <li>Proof of dispute raised with merchant and</li> </ul>

	days from the transaction posting date.	attempt to resolve the matter (e.g. correspondence email)
Credit Not Received	Within 120 calendar days from the date on the credit documentation	<ul> <li>Proof of refund acknowledgement (e.g. Confirmed refund email or refund note)</li> <li>Proof of dispute raised with merchant and attempt to resolve the matter (e.g. correspondence email)</li> </ul>
Recurring direct debits and regular payment after cancellation / termination of service	Within 120 calendar days from the transaction posting date.	<ul> <li>Service contract to prove that the service period has ended</li> <li>Proof of cancellation request made to the merchant</li> <li>Proof of the merchant's acknowledgement of the cancellation</li> <li>Proof of dispute raised with merchant and attempt to resolve the matter (e.g. correspondence email)</li> </ul>
Merchant Close- Down	Within 120 calendar days from the transaction posting date OR Within 120 calendar days	Sales invoice and / or     Transaction receipt of     pre-payment indicating     that the purchased     merchandise / services

	from the merchant closed down business date. Eligible claim period shall not exceed 540 calendar days from the transaction posting date.	are only partially received  Detailed description of ordered merchandise / or services purchased  Proof of the purchase order or services contract containing a written description of the purchased merchandise or services and expected delivery date  Proof of dispute raised with merchant and attempt to resolve the matter (e.g. correspondence email)
Unauthorized Transaction	Within 120 calendar days from the transaction posting date.	Documents required     are subject to a case- by-case basis. (e.g. Police Statement     would be required for lost card)

Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

Last updated: 6 November 2024