# **First Citizens Bank Limited**

# **CARDHOLDER DISPUTE FORM**

For Official Use Only:





Date: \_\_\_\_\_

<u></u>	ustomer Name				
	ustomer Address				
	elephone Number			Email Address	
	ccount Number			2	
	mount in Dispute			Transaction Date	
M	lerchant Name				
Dea	ar Card Member,				
	e following information urn to us, along with a c				check the appropriate box(es), sign, an
	I certify the transactio	n listed above was n	either made by me no	or by anyone authorized by r	me to use my card.
	I made a transaction v	vith this merchant fo	r \$ aı	nd the transaction was dupli	icated. A copy of Sales Slip is attached
	I do not recognize the	he transaction listed above. Please provide me with a photocopy of the sales draft.			
	The amount I charged	rged differs from the amount billed.			
	Cardholder should enclose a copy of the sales slip prior to alteration.				
	I authorized the sale but returned the merchandise and received a credit slip. The credit has not appeared on my statement nor of				
	the history of my transactions.				
	Cardholder should enclose a copy of the credit slip.				
	I did authorize the sale but have not received the merchandise or service.				
	Cardholder should first contact the merchant and request a credit. Please explain in writing (separate letter to be attached) the				
	results of your contact with the merchant.				
	I did make a transaction with this merchant for which I have been billed for the amount of \$, but this other				
	transaction was not made by me.				
	The charge was paid by cheque or cash but appeared on my statement.				
	Cardholder should first contact the merchant, request a credit. Please explain in writing (separate letter to be attached) the exact details of the discussion with the green part, and analysis of the first and back of the agree with the green part, and analysis of the first and back of the agree with the green part.				
	details of the discussion with the merchant, and enclose a copy of the front and back of the cancelled cheque, or a cash receipt.  I cancelled the reservation and or services. The cancellation number and date are:				
	Cancallation #		_		
	I used the ATM on tha	t day and received n			
	ATM receipt attached	•		as at an.	
	I used the ATM on tha		_		
	ATM receipt attached	•	□ No		
Caı	rdholder's		Cardholder's		
Name (Printed):			Signature: _		Date:
	rified By: Name (Prin				

Received By: Print Name: \_\_\_\_\_\_ Signature: \_\_\_\_\_

# CHARGEBACK FAQs

# Frequently Asked Questions about the Chargeback Process:

- 1. What is a Chargeback?
- 2. Who can/should dispute a charge?
- 3. What is required to dispute the charge?
- 4. If more than one (1) transaction is being queried, could they all be listed on one form?
- 5. How can the Cardholder obtain this form?
- 6. <u>Is the Cardholder's only option to go to the Branch to return the form?</u>
- 7. How long does the cardholder have to send in their dispute?
- 8. Why is there a time limit?

#### 1. WHAT IS A CHARGEBACK?

A chargeback is the reversal of a charge on a person's card. This usually is the result of the card holder disputing the charge.

#### 2. WHO CAN/SHOULD DISPUTE A CHARGE?

The dispute form(s) must be completed and signed by the cardholder on whose card the disputed transaction was observed. However the primary cardholder (or account owner) is ultimately responsible for making queries.

# 3. WHAT IS REQUIRED TO DISPUTE THE CHARGE?

Completion of the First Citizens Cardholder Dispute form must be completed by the cardholder with the transaction to dispute. Depending on the type of query, additional information or supporting documents may be required. (Explanations provided in the latter half of this document).

# 4. IF MORE THAN ONE (1) TRANSACTION IS BEING QUERIED, COULD THEY ALL BE LISTED ON ONE FORM?

**NO!** Each transaction is to be completed on a separate form. Even if they are all done on the same day, at the same merchant and for the same amount, each transaction is to be disputed separately. Every approved transaction has a different Authorization code. Therefore a separate form is required for each transaction. *In other words, if there are 10 transactions at the same merchant for the same amount on the same day, ten separate forms would be required.* 

Also, individual dispute forms are necessary as they are sent electronically to the relevant Acquirers so that they may attend and respond to each query

(**Acquirers** - the Bank which provided the point of sale machine, ATM or ecommerce facility where the unfamiliar credit card transaction took place)

**NB**: This does not apply to duplicated transactions. Only one form is required for this type of query.

### 5. HOW CAN THE CARDHOLDER OBTAIN THIS FORM?

The cardholder can go to their nearest Branch, complete the form and the branch will forward same to the Bank.

#### 6. IS THE CARDHOLDER'S ONLY OPTION TO GO TO THE BRANCH TO RETURN THE FORM?

NO! The dispute form can also be downloaded from First Citizens' website <a href="https://www.firstcitizenstt.com/personal-banking/credit-cards/forms/popular-forms.html#4">https://www.firstcitizenstt.com/personal-banking/credit-cards/forms/popular-forms.html#4</a> and once completed can be emailed to <a href="mailto:credit.Card">Credit.Card</a> Chargebacks@firstcitizenstt.com or faxed to the Bank via 1-868-625-6506.

#### 7. HOW LONG DOES THE CARDHOLDER HAVE TO SEND IN THEIR DISPUTE?

The cardholder would have signed the Credit card Agreement when collecting the card. They would have also had to initial for having read and agreed to Section 6 C which states "If the Cardholder wishes to dispute any transaction, this must be done within thirty (30) days from the date of the transaction."

#### 8. WHY IS THERE A TIME LIMIT?

First Citizens Bank is guided by VISA and MasterCard Regulations for disputing a card charge. According to their regulations, we only have 120 days from the effective date of the transaction to request a chargeback. There are however several stages of the process, each requiring their own strict timeframe (e.g. a merchant has 30 days to respond to chargebacks submitted). By sending the dispute early, it gives us a lot more time to fight the case. If the dispute forms are received after the 120 days, we would not have chargeback rights, hence not able to pursue with the dispute.

Cardholders are encouraged to do a monthly for review of their card transactions via the First Citizens Online Banking Service, to regularly view posted card transactions. Once an unfamiliar transaction is reported then the dispute process can begin and end earlier.

# REASONS FOR DISPUTING A TRANSACTION AND THEIR REQUIREMENTS:

Please bear in mind that below each reason on the dispute form, there is a guideline as to the additional information that is required. It means that these additional documents are important requirements for the case.

#### **UNAUTHORIZED TRANSACTIONS:**

If a cardholder states that he/she did not authorize a transaction, what do we do?

First, the Bank would attempt (*if Possible*) to obtain a bit more information about the transaction. Sometimes the transaction may have a different name or location showing on the statement. But by checking the Bank's authorization system, we can sometimes obtain the location of the merchant. If not, Visa & MasterCard systems could also help.

If it is really suspected that the transaction is fraud, the cardholder would be <u>strongly instructed</u> to block their card. Furthermore, they should be advised of the increased <u>risk and liability</u> they would be putting **The Bank** and **themselves** in by leaving the card active. This type of fraudulent transaction usually means that their card was either skimmed or card information compromised. **The next step is to complete and submit the Cardholder dispute form**.

NB: Blocking of the card is necessary to proceed with chargeback as fraud.

#### **UNRECOGNIZED TRANSACTIONS:**

Not all transactions are unauthorized. Sometimes the cardholder may just simply not be able to remember or recognize the transaction. We can request a copy of the transaction receipt from the merchant to provide the details. At this point, once the cardholder does not claim fraud, we treat as an unrecognized transaction and complete the dispute form. Blocking the card at this point is not necessary.

NB: this however is a risky option; if the card was compromised, the fraudsters can perform more fraudulent transactions in the future.

#### **DUPLICATE TRANSACTIONS:**

As the name suggests, the transaction was debited twice from the cardholder's card but should have only be done once. Key indication of this query is that the transaction is showing with the same amount on the same effective date at the same merchant. If the authorization codes are the same, it could be a system/terminal error or the Acquiring Banks' error. If there is a different authorization code, it can be that the transactions were erroneously done twice by the merchant.

# Ideally, the cardholder should attempt to rectify with the merchant first.

Remember, transactions are done between the merchant and cardholder. If there is a problem, cardholder's should first attempt to contact the merchant and rectify. If the merchant is not willing to rectify, then we proceed to dispute. If the merchant made promises of refund and the refund was not done, we can proceed to dispute. If the cardholder is unable to contact the merchant (e.g. an online merchant), then we can proceed to dispute.

Preferably, a copy of the transaction slip/receipt is required when submitting the dispute form as it strengthens the case and cuts down the timeframe for recovery. But if this is not provided, we will still work on the dispute.

### DIFFERENCE IN AMOUNT CHARGED & AMOUNT BILLED:

For this query, the **first thing the cardholder should do is to attempt to rectify with the merchant**. Attempts of this nature tend to be rectified faster than through the chargeback/dispute process.

If the dispute is required, the cardholder would need to send us a copy of the transaction receipt together with the dispute form. Like with the duplicate transaction, if we have this at the start of the query, it cuts down the time frame for recovery and strengthens the case.

# THE CARDHOLDER WAS PROMISED A REFUND/CREDIT FOR TRANSACTION THAT WAS MADE:

Again, the **first thing the cardholder should do is to attempt to rectify with the merchant**. If the cardholder is unable to rectify with the merchant, the cardholder would **need to provide a copy of the credit slip/refund receipt showing what date it was issued by the merchant**.

Usually, once a refund was issued by a merchant, providing they have settled their terminal, it takes 3-5 working days for the reversal to show up on the cardholder's account. Some banks may have slightly different procedures as to how long it would take a refund to reach the Bank; so Visa and MasterCard International have stipulated a waiting period of 15 days from the date the merchant issued / promised the credit. Only after the 15 days, then we can action the dispute. In some cases, the merchant would state in an email that they would be refunding the card. A copy of this email would suffice if the refund is not received at the 15 day timeframe.

#### THE ITEM I PURCHASED WAS DEFFECTIVE OR NOT WHAT I ORDERED:

The cardholder should first try to contact the merchant and rectify with them. They should ask for a replacement or a refund. It is also important that the cardholder return the item to the merchant. If the merchant refuses to refund, then we can proceed with the dispute. Other than the dispute form, additional requirements are as follows:

- ✓ Original invoice of the item
- ✓ Evidence that the item was shipped back (TTPOST / FED EX/ UPS receipt)
- ✓ Correspondences between the merchant and the cardholder showing attempts to rectify.

Once the item has been shipped back to the merchant, we have to wait 15 days before we can proceed with the dispute. This is to give the merchant sufficient time to receive the item and to rectify the problem (refund or replacement).

# GOODS / SERVICE NOT RECEIVED:

For this option, (stated on the dispute form) the cardholder needs to make contact with the merchant and request a refund or for the goods/service. Evidence of this is required to be submitted with the dispute form.

If the cardholder contacted the merchant by phone, they need to provide:

- ✓ The date they contacted the merchant,
- ✓ The name of the person they spoke to
- ✓ The contact number they used.
- ✓ They also need to give a brief outline of the discussion.

If the cardholder contacted the merchant by email:

✓ Copies of the email trail would need to be submitted with the dispute form.

More specifically for Goods not received (because each shipping company may have different timeframe for delivering goods) Visa and MasterCard International stipulates a **waiting period of 15 days** before we can action a dispute to them. Some merchants advise customers upfront that delivery may take 30 days. If the cardholder agreed to this condition, then they would have to wait for the 30 days to expire before proceeding to dispute.

# I AUTHORISED THE TRANSACTION WITH THE MERCHANG FOR \$XX.XX, BUT THIS OTHER TRANSACTION WAS NOT MADE BY ME:

This means that the cardholder authorizes a transaction with the merchant which was charged to the card and the merchant charged another amount that the cardholder did not agree too.

The cardholder must first contact the merchant for clarification on the additional charge. (Evidence of this must be provided along with the dispute). It is preferred that the cardholder provide documents about the valid transaction. If those documents are unavailable, only the completed cardholder dispute form must be submitted. The customer should be advised however, that without the preferred information above the dispute process would take a bit longer to rectify. At this point, it is not necessary for the cardholder to block the card. Blocking of the card would really depend on the circumstance of the transaction or a choice by cardholder.

#### THE CHARGE WAS PAID BY ALTERNATE MEANS. BUT APPEARS ON MY STATEMENT:

The cardholder should first contact the merchant and request a refund. If the merchant does not comply, then the cardholder would need to show evidence that they attempted to rectify with the merchant. To proceed with this reason, we require evidence of the alternate payment. For example, if cash was paid, then a cash receipt should be provided. If payment by a debit account was made, then a copy of the Linx receipt or the bank statement needs to be provided. All of which should naturally be accompanied by a completed cardholder dispute form.

# I CANCELLED THE RESERVATION AND/OR SERVICE:

This is mostly for subscription type transactions/ hotel/ car rentals/ airline bookings etc. The cardholder **needs to show evidence that they have requested cancellation or attempted to cancel with the merchant on a particular date**. The following requirements are preferred:

- An email (showing request to cancel), or
- A letter (copy showing request to cancel), or
- The date, phone number and the name of person contacted by the cardholder requesting cancellation.

In the case of cancellation of hotel, airline travel etc, a cancellation number is given when merchant confirms cancellation. If this can be provided, it will strengthen the claim. All of which should naturally be accompanied by a completed credit cardholder dispute form.

# **ATM TRANSACTIONS**

I used the ATM on that day and received partial funds or no funds at all:

Dispute forms need to be completed for both First Citizens Bank ATM's and other bank ATM's. First Citizens ATMs, checks would be done internally with different departments. Other Banks' ATMs, the normal dispute process applies.

#### Unauthorized ATM transactions

For an ATM transaction to be fraudulent, both the card and PIN have to be compromised. It is harder (not impossible) to have both card and PIN compromised. In most instances these issues occur with someone close to the cardholder that was able to access their card and PIN. The alternative is that Fraudsters used a skimmer and was also present to see the cardholder enter their PIN.

**NB:** The PIN is the access to the card through the ATM. The only way to prove this is a fraudulent transaction would be to get video images at the ATM but this requires an urgent report to us from the cardholder. According to the Card Agreement, the cardholder must report their card Lost/stolen/compromised within 48 hours of realizing this occurrence.

ATM - First Citizens Cash Chaguanas: - this is not a cash advance done at the Chaguanas branch ATM. First Citizens Cash Management services is located in Chaguanas. They are responsible for all our Offsite ATMs (ATM Machine not near a branch).

ATM - RBTT or RBC Port of Spain: - similarly, RBC Cash Management services are in Port of Spain. They are responsible for all RBC's Offsite ATMs.

#### Additional Notes:

Amazon Prime: - is a membership subscription done by Amazon. This is not the purchase of a product. The narration on the statement would show Amazon Prime. The cardholder can rectify by signing onto their Amazon account, going to their membership settings and ending the membership. Within 3-5 working days the refund would be posted to the cardholder's account.

Difference in Names of merchants: - some merchant's parent company name would appear on a cardholder's statement rather than the actual name of the business, e.g. KFC or Pizza Hut transactions shows as Prestige Holdings on credit card statements. Sometimes we may be able to find out the name before starting the dispute process; by talking to the cardholder, paying particular attention to the amount, date of the transaction and type of merchant (Merchant Category Code) can aid in jogging the cardholder's memory.

Difference in Location: - the cardholder may see a transaction done in an unfamiliar location and this can cause panic. But please note that not all locations listed on the statement are accurate. For example, <u>RBC's</u> their merchants tend to be listed as Port of Spain even though they are located in South Trinidad. Since their migration from RBTT to RBC, there merchant services department location of Port-of-Spain is shown on statements.

Talking to the cardholder and paying particular attention to the amount, date of the transaction and type of merchant (Merchant Category Code) can aid in jogging the cardholder's memory.

In extreme circumstances, the Bank upon request can check Visa and MasterCard online to verify the actual location of the terminal before proceeding with the chargeback process.