



APPLICATION FORM FOR CREDIT CARD DISPUTE TRANSACTION

Cardholder's Name	
Credit Card Number	

I. Dispute Transaction(s)

Transaction Date	Merchant Name	Transaction Amount (TWD)	Transaction Amount (Foreign Currency)

II. Please check one box below to indicate the dispute reason.

Bill issue with the merchant or return of goods without credit refunded

- 1. Credit not processed. (Encl. certificate of return of goods issued by the merchant)
- 2. Incorrect transaction amount. (Encl. transaction receipt or related certificate bearing correct transaction amount)
- 3. Duplicate Processing. (Encl. transaction receipt or related certificate)
- 4. Incorrect transaction currency. (Encl. transaction receipt or related certificate in correct currency)

Merchandise or service issue

- 5. Reservation was cancelled on _____ (MM/DD/YY) . The cancellation code is _____ . (Encl. certificate of reservation cancellation)
- 6. Cancel recurring transaction on _____ (MM/DD/YY) . (Encl. certificate of membership cancellation)
- 7. Service not rendered due to wind-up of the merchant. (Encl. complete contract/ transaction receipt/ estimation of residual payment (residual value))
- 8. Merchandise or Services not received. (Encl. purchase agreement or order; in the case of electronic commerce transactions, please provide the email correspondence and merchant's information.)
- 9. Merchants not as described or defective. (Encl. purchase agreement or order and descriptions of the merchandise received; in the case of defective merchandise, please provide the certificate of return of goods; in the case of electronic commerce transactions, please provide the email correspondence.)

Transaction declined

- 10. Completion of Sales, but already cancel order. (Encl. cancelled order or other certificate)
- 11. Paid by other means. (Encl. certificate of payment made by other means)
- 12. None of the above is applicable. I acknowledge that I did not authorize nor participate in the transaction.

Others

- 13. Withdrawal from the ATM but did not receive the money.
- 14. Any other reasons or remarks. _____

Neither I (the undersigned) nor anyone authorized or known and agreed by me received or will receive any unjustified benefit or value as a result of above transaction(s). I hereby represent and warrant that to the best of my knowledge that said statement is true and correct in all respects.

I have carefully reviewed the notes on Page 2 herein and agree to provide relevant evidence in accordance with the said notes. I understand that you will not accept the dispute transaction application until receipt of the application form bearing my personal signature.

Signature _____ **Date** _____

(same as that identified on the reverse side of the credit card)
Please sign and return it via the fax No. **(02) 6602-8291** or e-mail it to **card_dispute@hsbc.com.tw** or mail to Taipei P.O. Box 167-2590 for dispute transaction processing. Please also call the Bank's 24H customer service hotline: **(02) 6616-6000** to confirm whether your documents are received.

Notes to Credit Card Dispute Transaction

- A. I acknowledge that the processing might take 40-180 days, and maybe over 180 days in special cases (e.g. referral to credit card organizations for arbitration, etc.).
- B. Should I have any dispute about transaction details stated in the current statement, I may submit the reasons and evidence required by the Bank (e.g. transaction receipt or cancelled order) by the due date of payment.
- C. My application for processing of dispute transactions shall be attached with all relevant evidence. I also agree to authorize the Bank to deliver this Application Form and related documents to the acquiring bank associated with the merchant pursuant to the rules of the credit card organizations to file application on my behalf for chargeback of the dispute transaction. Notwithstanding, where, according to the rules of credit card organizations or credit card terms and conditions, the application for chargeback fails to meet the requirements and thus is rejected by the acquiring bank, the Bank may include the dispute transaction amount into my credit card statement and I shall pay the dispute transaction amount in full (including the service fee for retrieval of the transaction receipt at NT\$100 per transaction plus the interests accrued during the period in which the payment is suspended).
- D. I shall respond to the Bank within one (1) week after receiving a notice from the bank sent the receipt of the transaction receipt or cancelled order (and/or related transaction documents) provided by the Bank. My failure to respond to the Bank within said deadline shall be deemed my consent to pay the dispute transaction amount in full (including the service fee for retrieval of the transaction receipt at NT\$100 per transaction plus the interests accrued during the period in which the payment is suspended).
- E. Upon the Bank's verification that the dispute transaction is completed by me without question, or where it is impossible for the Bank to chargeback the amount from the acquiring bank due to circumstances not attributed to the Bank, I agree to pay the dispute transaction amount in full immediately upon receipt of the Bank's notice (including the service fee for retrieval of the transaction receipt at NT\$100 per transaction plus the interests accrued during the period in which the payment is suspended).
- F. Where I request the Bank to apply with the credit card organizations for an arbitration with respect to the dispute transaction, I represent and warrant that I will bear any expenses related to the arbitration proceeding unconditionally, including the arbitration fees payable by the losing party pursuant to the credit card organizations' rules (no less than US\$500 per transaction), provided that the actual arbitration fees shall still be subject to that actually charged by the credit card organizations.
- G. I hereby agree to cooperate with the Bank in the important matters required by the credit card organizations for processing of the dispute transaction (please see Note 1):
- (1) "Merchandises or Services not received" means that the designated merchandises are not delivered by the merchant or the merchandises are defective in quantity, in which case, the cardholder shall submit the relevant documents to the issuing bank and claim chargeback within 15 bank business days prior to the deadline for chargeback of the dispute transaction amount. The time limit for chargeback of dispute transaction amount in the case of merchandises or services not received set by the credit card organizations is stated as below:

Credit card organizations	Time limit in which the issuing bank shall apply for chargeback with the acquiring bank.
VISA	<p><u>In the case of service not provided or merchandises not received,</u></p> <p>it shall be 120 calendar days counted from the transaction settlement date (please see Note 2) or agreed date on which services shall be provided (including weekends and holidays), and the retroactive time limit shall be no more than 540 calendar days from the transaction settlement date.</p> <p>1. An example for services not provided: The cardholder subscribed for some club membership with his Visa credit card on January 15, 2009. However, the club wound up on February 10, 2010 when the cardholder's membership still remained valid. Therefore, the issuing bank shall apply for the chargeback within 120 calendar days as of February 10, 2010 and also within no more than 540 calendar days from the transaction settlement date.</p> <p>2. An example for merchandises not received: The cardholder purchased some furniture with his Visa credit card on January 15, 2010 and also agreed with the merchant that the furniture should be delivered to the location designated by the Cardholder on March 15, 2010. However, the merchant expressed on March 15, 2010 that it was impossible to deliver the furniture on the same date. Therefore, the issuing bank shall apply for the chargeback within 120</p>

	calendar days as of March 15, 2010 and also within no more than 540 calendar days from the transaction settlement date.
MasterCard	<p><u>In the case of service not provided or merchandises not received</u>, it shall be 120 calendar days counted from the transaction settlement date or agreed date on which services shall be provided (including weekends and holidays), and the retroactive time limit shall be no more than 540 calendar days from the transaction settlement date.</p> <p>1. In the case of merchandises not received, it shall be 120 calendar days counted from the transaction settlement date or agreed date on which the merchandises shall be delivered.</p> <p>※ Example: The cardholder purchased some furniture with his MasterCard credit card on January 15, 2010 and also agreed with the merchant that the furniture should be delivered to the location designated by the cardholder on March 15, 2010. However, the merchant expressed on March 15, 2010 that it was impossible to deliver the furniture on the same date. Therefore, the issuing bank shall apply for chargeback within 120 calendar days as of March 15, 2010.</p> <p>2. When services are not provided,</p> <p>(1) In the case of services to be provided one time, it shall be 120 calendar days counted from the transaction settlement date or agreed date on which the services shall be provided.</p> <p>※ Example: The cardholder paid for some services with his MasterCard credit card on January 15, 2009. However, the merchant expressed on March 15, 2009 that it was impossible to provide the services on the same date. Therefore, the issuing bank shall apply for the chargeback within 120 calendar days as of March 15, 2009.</p> <p>(2) Interruption of services (other than services to be provided one time): It shall be 120 calendar days counted from the transaction settlement date or the date when the merchant cannot provide the services, and the retroactive time limit shall be no more than 540 calendar days from the transaction settlement date.</p> <p>※ Example: The cardholder subscribed for some club membership with his MasterCard credit card on January 15, 2009. However, the club wound up on February 10, 2010 when the Cardholder's membership still remained valid. Therefore, the issuing bank shall apply for the chargeback within 120 calendar days as of February 10, 2010 and also within no more than 540 calendar days from the transaction settlement date.</p>

Note 1: Please note that the "Dispute transaction processing procedure" shall be subject to the rules of the credit card organizations. The credit card organizations shall have the ultimate power to enact or change the rules regarding "Dispute transaction processing procedure", and interpret and arbitrate the dispute from members. **Accordingly, the cardholder's claim against a dispute transaction will not be necessarily result in refund of payment or exemption from the debit of remaining installment payment.**

Note 2: The transaction settlement date shall mean the date on which the acquiring bank delivers the given transaction to the settlement organization for data processing. Where the cardholder wishes to inquire the settlement date of any transaction, please contact the Bank's credit card customer service center.

(2) Where the merchandises/services purchased by or to be provided to the cardholder exceeds that time limit set required by credit card organizations' rules, it will be impossible for the cardholder to have such a dispute processed pursuant to the credit card organizations' rules if the merchant still cannot provide the merchandises/services upon expiration of the time limit for the application for chargeback of the dispute transaction amount. Therefore, the cardholder is recommended to carefully evaluate the risk over failure to receive merchandises/services before purchasing the same.

H. Any matters not covered herein shall be handled in accordance with the regulations related to cardholders' interest and benefit, and agreed credit card terms and conditions posted on the Bank's official website.