### **Policy 5: Dispute Resolution Policy**

#### **Introduction**

This policy outlines the procedures for resolving disputes related to transactions, billing errors, and unauthorized charges. It includes timeframes for reporting, the cardholder’s rights, and the issuer’s responsibilities.

#### **Section 1: Types of Disputable Transactions**

* **Billing Errors**: Billing errors include incorrect charges, duplicate charges, or unauthorized transactions that appear on the cardholder’s statement.
* **Non-Receipt of Goods/Services**: Cardholders can dispute charges if they did not receive goods or services for which they were charged, provided they attempt to resolve the issue with the merchant first.
* **Fraudulent Transactions**: Any unauthorized use of the cardholder's card, such as theft or card-not-present fraud, is disputable under the **Fraud Protection Policy**.

#### **Section 2: Reporting a Dispute**

* **Time Limit for Filing Disputes**: Cardholders must report disputes within **60 days** of the transaction date appearing on the billing statement. Disputes reported after this period may not be accepted by the issuer.
* **Required Documentation**: Cardholders must provide supporting documentation when filing a dispute, such as receipts, invoices, or correspondence with the merchant. Disputes submitted without documentation may result in delays or rejection.
* **Methods of Filing**: Disputes can be filed via the issuer’s online portal, mobile app, or customer service hotline. Cardholders will receive a confirmation of the dispute filing and a reference number for tracking purposes.

#### **Section 3: Investigation Process**

* **Provisional Credit**: If a dispute is valid and within the 60-day reporting window, the issuer will issue a provisional credit to the cardholder’s account within **10 business days**. This credit is temporary while the investigation is ongoing.
* **Merchant Response Time**: For disputes related to merchant transactions, the issuer will contact the merchant for a response. The merchant has **30 days** to respond with evidence, such as receipts or proof of delivery.
* **Investigation Duration**: The issuer will complete the investigation within **90 days** of the dispute being filed. During this period, the cardholder may be required to provide additional documentation or statements.

#### **Section 4: Dispute Outcomes**

* **Valid Disputes**: If the investigation confirms that the cardholder was charged incorrectly or the transaction was unauthorized, the provisional credit will become permanent, and the cardholder will not be held liable for the disputed amount.
* **Denied Disputes**: If the investigation finds that the transaction was valid and the charge was correct, the provisional credit will be reversed, and the cardholder will be notified of the outcome. The cardholder will be responsible for the full disputed amount, including any interest accrued during the investigation.
* **Appeal Process**: If the cardholder disagrees with the outcome, they may appeal within **30 days** of receiving the final decision. Appeals must include additional evidence that was not provided during the initial investigation.

#### **Section 5: Arbitration and Mediation**

* **Arbitration Option**: Cardholders can choose to submit their dispute to binding arbitration if the issuer and cardholder cannot resolve the issue through the standard dispute process. The **arbitration process** is managed by an independent third-party arbitrator, and the decision is final and binding.
* **Mediation Option**: Cardholders may also request mediation before arbitration. Mediation is a voluntary process where both parties attempt to reach a settlement with the assistance of a neutral mediator. The mediation process must be initiated within **30 days** of the final dispute outcome.

#### **Section 6: Chargebacks**

* **Eligible Chargebacks**: Chargebacks are eligible for disputes involving unauthorized transactions, incorrect charges, or goods/services not received. Cardholders must submit a chargeback request within **60 days** of the transaction date.
* **Chargeback Fees**: No additional fees apply to chargebacks initiated due to billing errors or unauthorized charges. However, cardholders may be responsible for dispute fees if the chargeback is deemed invalid after investigation.
* **Timeline for Resolution**: Chargeback resolutions may take up to **90 days**, depending on the complexity of the case and the merchant's response time.

#### **Section 7: Cardholder Responsibilities**

* **Dispute with Merchant**: Cardholders are expected to attempt resolving the issue with the merchant before filing a dispute with the issuer. Failure to do so may result in the dispute being denied unless there is evidence of fraud or misconduct by the merchant.
* **Timely Filing**: Cardholders must report disputes in a timely manner, within the **60-day reporting window**. Delayed reporting may result in the loss of dispute rights under federal and state consumer protection laws.

#### **Section 8: Issuer Responsibilities**

* **Timely Investigation**: The issuer is required to investigate disputes within **90 days** of filing. If the investigation is not completed within this timeframe, the provisional credit will become permanent unless the issuer provides a valid reason for the delay.
* **Transparency**: Throughout the investigation, the issuer will provide updates to the cardholder, including requests for additional information and notification of the final decision.
* **Compliance with Law**: The issuer complies with federal and state laws, including the **Fair Credit Billing Act (FCBA)**, which provides consumer protections for disputed charges. Cardholders are entitled to protection from unauthorized charges and must not be held liable for more than **$50** of such charges.

#### **Section 9: Communication and Notifications**

* **Status Updates**: The issuer will notify the cardholder via email or text message regarding the status of the dispute. This includes confirmation of filing, requests for additional documentation, and the final decision.
* **Resolution Notification**: Once the dispute is resolved, the cardholder will receive a written notice confirming the outcome, whether provisional credit has become permanent, or if any further action is needed.

#### **Section 10: Changes to Dispute Resolution Terms**

* **Amendments to the Policy**: The issuer reserves the right to amend the dispute resolution process with **30 days' notice**. Any changes will apply to new disputes filed after the notice period. Existing disputes will follow the original terms under which they were filed.
* **Opt-Out Option**: Cardholders may opt out of specific amendments by notifying the issuer within the **30-day window**. Opting out will not affect the cardholder’s ability to dispute transactions under the current policy