

**Disputes and Chargebacks Policy** 

# **TABLE OF CONTENTS**

1. INTRODUCTION 1.1 WHAT IS A CHARGEBACK	<b>4</b> 4
2. REGULATION E 2.1 REGULATION E REQUIREMENTS	4
3. DISPUTE POLICIES  3.1 DISPUTE TIMEFRAMES  3.2 INVESTIGATION AND RESPONSE TIMEFRAMES  3.3 DISPUTE VALIDITY  3.4 MERCHANT RESOLUTION  3.5 CHARGEBACK INITIATION	5 6 6 7 7
4.0 CHARGEBACK POLICIES  4.1 EXAMPLE CHARGEBACK REASONS  4.2 RECONCILIATION AND OUT-OF-BALANCE SCENARIOS  4.3 GENERAL CHARGEBACK FLOW  4.4 CHARGEBACK HANDLING  4.4.1 Forced Post Charge  4.4.2 Chargeback Timeline  5. REPRESENTMENT AND CHARGEBACK DEFENSE  5.1 PROOF OF PURCHASE  5.2 PROOF OF DELIVERY	77 77 88 88 89 99
6. USER NOTIFICATION	10
7. DISPUTE TRACKING AND DOCUMENTATION 7.1 DISPUTE DOCUMENTATION RECORDKEEPING	<b>10</b>
APPENDIX A – DISPUTE CONTACT SCRIPT AND PROCEDURES	11
APPENDIX B - CHARGEBACK REASON CODES	13
APPENDIX C – CHARGEBACK LIFECYCLE	14
APPENDIX D – VALID RECEIPT EXAMPLE	15
APPENDIX E - DEFINITIONS	17
APPENDIX F – DISPUTE CORRESPONDENCE TEMPLATES  Reference #2  Reference #3  Reference #4  Reference #5	18 20 21 22 23
Reference #6	24

Reference #7	25
Reference #8	26
Reference #9	27
Reference #10	28
Reference #11	29
Reference #12	30
Reference #13	31

### 1. INTRODUCTION

In the e-commerce space, situations arise in which a party wishes to dispute a transaction. This can happen for a multitude of reasons including card misuse or dissatisfaction with the product or services provided.

The Chargeback process can be long due to the formal procedures of the different parties involved (issuing banks, card schemes, and merchant banks). When a transaction is disputed, the issuing bank and the acquiring bank operate according to established guidelines in order to resolve the dispute.

This policy is designed to establish whether the merchant should retain the disputed payment or whether the funds should be transferred back to the cardholder. This process is known as a chargeback.

#### 1.1 WHAT IS A CHARGEBACK

A chargeback is the return of funds to a consumer, mainly used in the United States, forcibly initiated by the issuing bank of the payment card used by a consumer to pay for a transaction. Specific to these policies, it is the reversal of a prior outbound transfer of funds from a consumer's prepaid card to a merchant.

The issuer may initiate a chargeback when the circumstances of the transaction meet the requirement of a chargeback reason code described by Visa.<sup>1</sup>

Besides consumer disputes, the issuing bank itself may opt to charge back a transaction, to correct an accounting error in the underlying transaction. For example, if a deposit made at an ATM is incorrectly recorded in the account, the issuer would generate a chargeback to correct the debit error.

## 2. REGULATION E

[[Allison Fintech Co]] ("[[ALLISON]]", or the "Company") is committed to following Reg E practices as general operating guidelines.

The Electronic Fund Transfer Act ("Regulation E" or "Reg E") establishes the basic rights, liabilities, and responsibilities of users who use electronic fund transfer services as well as the Financial Institutions that offer these services. The primary objective of the act is the protection of individual users engaging in electronic fund transfers.

Reg E applies to the following types of transactions:

- Unauthorized Electronic Fund Transfers ("EFTs") including:
  - Automated Clearing House ("ACH")
  - Point of Sale ("POS")
  - Automated Teller Machine ("ATM")
- Duplicate transactions.
- Canceled recurring transactions.
- Incorrect transfer to or from the user's account.
- Incorrect amount billed.
  - Bookkeeping or computational error
- ATM.
  - Funds not dispensed

<sup>&</sup>lt;sup>1</sup> Because the Privacy.com cards have been issued under the Visa brand, this policy document contains chargeback rules and policies as defined by Visa. Readers may adapt as needed to cover chargeback operations with Mastercard.

Incorrect amount of money dispensed

Reg E does not apply to:

- A routine inquiry about the balance in the user's account or a request for documentation or other information that is made only for tax or other record-keeping purposes.
- Buyer's remorse.
- Non-receipt of merchandise/service.
- Merchandise/service not as described.

## 2.1 REGULATION E REQUIREMENTS

The following are requirements as laid out in the regulations:

- Initial Disclosure of Terms & Conditions
- Documentation of EFTs terminal receipts &
- Periodic statements
- Consumer liability for unauthorized transfers
- Procedures for error resolution including the use of templated customer dispute correspondence (see Appendix F)
- Restricts the unsolicited issuance of ATM cards and other access devices
- Outlines certain rights related to preauthorized EFTs

## 3. DISPUTE POLICIES

When a consumer files a dispute with the Company, proper procedures are followed to meet Visa, issuing bank, and Company policies, and ultimately ensure user satisfaction.

A dispute process starts when the user lodges a complaint by contacting the Company about a fallacious or unauthorized transaction. The Company then initiates steps to validate the dispute, and whether to proceed with a chargeback.

The Company has developed detailed policies and procedures surrounding initial contact from a user, and what procedures the Company will undertake, given information provided, and the underlying reason for the dispute. This script and procedures can be found in Addendum A.

#### 3.1 DISPUTE TIMEFRAMES

Users must meet certain timeframes when submitting a dispute; timeframes depend on the type of transaction. Additionally, the Company must complete its investigation on certain other timeframes. The following guide is meant to help operational teams assess when a dispute must be actioned.

Transaction	Investigation	Provisional Credit	Extended Timeframes
Туре	Timeframe	Requirements	.0
Seasoned	10 business	By the 10 <sup>th</sup>	45 calendar days provided provisional credit is given on the
Account,	days from date	business day from	10 <sup>th</sup> business day and user is notified within 2 business days
non-POS	of initial	initial user	of crediting the account.
transactions <sup>2</sup>	notification.	notification.	,64,7
New Account	20 business	By the 20 <sup>th</sup>	90 calendar days provided provisional credit is given on the
(first deposit	days from date	business day from	20th business day and user is notified within 2 business days
within 30 days)	of initial	initial user	of crediting the account.
	notification.	notification.	
POS Debit Card	10 business	By the 10 <sup>th</sup>	90 calendar days provided provisional credit is given on the
Transactions <sup>3</sup>	days from date	business day from	10 <sup>th</sup> business day and user is notified within 2 business days
	of initial	initial user	of crediting the account.
	notification.	notification.	CVC
Foreign Debit	10 business	By the 10 <sup>th</sup>	90 calendar days provided provisional credit is given on the
Card	days from date	business day from	10th business day and user is notified within 2 business days
Transactions <sup>4</sup>	of initial	initial user	of crediting the account.
	notification.	notification.	

### 3.2 INVESTIGATION AND RESPONSE TIMEFRAMES

The Company is committed to promptly investigate the user dispute and complete the investigation within Reg E timeframes. Under normal circumstances, this means:

- Investigate all disputes received no later than 60 days after the transaction history is available to the user.
- Report the result of the investigation within three business days after completing the investigation.
- Correct the error within one business day after determining that an error has occurred and credit any fees imposed as a result of the error.

#### 3.3 DISPUTE VALIDITY

As a first step, the Company validates the basis of the dispute on its face. The user's complaint must be reasonable, and fall into one of the appropriate categories described by a Chargeback Reason Code (see Addendum B).

If the Company finds the request invalid, the dispute is simply declined.

<sup>&</sup>lt;sup>2</sup> Note, if you only have card products, then this row may not apply to your business. Legal counsel can help advise on the specific timelines applicable to your offering.

<sup>&</sup>lt;sup>3</sup> Regulation E's interpretations note that the 90-day extended timeline for debit cards applies to card transaction at a merchant's POS, including mail and telephone orders. We recommend you consult with counsel if you are looking to extend the 90-day investigation window to e-commerce transactions.

<sup>&</sup>lt;sup>4</sup> Transactions that are not initiated "within a state" are eligible for the extended 90-day investigation timeframe.

#### 3.4 MERCHANT RESOLUTION

Beyond initial validation and review, the next step in dispute resolution is to check with the merchant, to see if said merchant is willing to resolve the dispute with a refund, or exchange of goods or services. The Company may contact the merchant themselves, and attempt resolution for the user.

#### 3.5 CHARGEBACK INITIATION

If an erroneous transaction is otherwise validated – the underlying complaint has been deemed appropriate, and the merchant is unwilling to resolve the dispute through other means – the Company then initiates a chargeback to obtain credit from the merchant's acquiring bank.

### 4.0 CHARGEBACK POLICIES

In some scenarios, the Company, or the issuing bank, may generate a chargeback of their own accord – that is, a chargeback not generated by a user dispute. Reasons for such a chargeback vary, but typically include accounting or reconciliation errors or discrepancies, resulting from transaction faults, or other systematic causes.

# 4.1 EXAMPLE CHARGEBACK REASONS

Reason	Reason/Code	Details / Description
Fraudulent Multiple	57	Typically, the result of a transaction communication error, where an
Transactions		end-device re-transmitted the transaction, resulting in the processor
	20	and/or issuing bank registering the transaction twice
Counterfeit Transaction	62	May be the result of a processor or issuer's fraud prevention
		technology, that has identified the transaction as fraud, or counterfeit,
	7.5.0	such as a stolen and/or cloned card
Invalid Transaction	71, 72, 73	Based on coding data within the transaction, the merchant submitted
	• )	the transaction for payment when not otherwise authorized to do so.

## 4.2 RECONCILIATION AND OUT-OF-BALANCE SCENARIOS

The Company bears responsibility in ongoing reconciliation and balancing of accounts. During such review and reconciliation, out-of-balance findings should generate a chargeback where applicable to properly balance any affected accounts.

#### 4.3 GENERAL CHARGEBACK FLOW

When chargeback rights apply, the Company will submit the transaction back to the acquirer, effectively charging back the dollar amount of the invalidated sale. The acquirer then researches the transaction. If the chargeback is valid, the acquirer deducts the amount of the chargeback from the merchant account and informs the merchant. The Company also credits the transaction amount back to the user, reversing the purchase. The user is notified of the result of the dispute.

The Company follows standard procedures dictated by Visa and Bank Partners. <sup>5</sup> Unless otherwise specified, these flows and procedures are described in detail in Addendum C.

<sup>&</sup>lt;sup>5</sup> You can tailor to add in procedures for Mastercard or a different network.

#### 4.4 CHARGEBACK HANDLING

Chargebacks are unauthorized transactions that are disputed by the issuer or cardholder. When an item is purchased using a prepaid card, the merchant sends through a pre-authorization request to the Brand network. If there are funds on the card sufficient to cover the purchase, an authorization is received, and a hold is placed on the funds. Then, between one and 30 days later, a corresponding transaction posts to the card account and the funds are deducted from the settlement account. Authorization holds with delayed matching posts may drop off the account prior to the account posting of the charge. This scenario can cause a card to go over limit and is a business loss.

Only the value difference between the pre-authorization and the post can be charged back. In some cases, such as restaurants and hotels, the merchant is able to charge a certain percentage above the authorized amount and no chargebacks are allowed.

Two types of procedure scenarios:

- Forced post
- Partial authorization

# 4.4.1 Forced Post Charge

A forced post charge (without valid pre-authorization or when the authorization is less than the final charge) occurs on an invalid card number or puts a valid prepaid card over limit.

#### **Definition**

A forced post with no associated pre-authorization appears on the Processor Exception Items Report.

Some card transactions can only be charged back to the merchant if there is no valid pre-authorization associated with the transaction, or if the amount of the posted transaction does not match the pre-authorization. Transactions without valid pre-authorizations include:

- Duplicate posts of transactions with the same pre-authorization
- Posts to cards that have been closed or reported lost or stolen
- Posts to expired cards
- Posts to non-activated cards
- Posts to counterfeit cards within BIN range

# 4.4.2 Chargeback Timeline

The Issuer may generally initiate a dispute within 120 calendar days of the processing date of a debit card transaction or a prepaid card transaction. However, if the transaction had a valid authorization, and the cardholder does not recognize the transaction, it cannot be charged back.

#### 4.4.3 Chargeback Guidelines<sup>6</sup>

 All forced posts to invalid card numbers and that put valid cards over limit must be charged back within network timeframes.

<sup>&</sup>lt;sup>6</sup> Your company may develop other operational rules, which can be added here.

• All posts without matching pre-authorization amounts that put cards over limit by over \$[[XX]]<sup>7</sup> should be investigated and charged back with Chargeback Manager approval based on merchant type.

### 5. REPRESENTMENT AND CHARGEBACK DEFENSE

In many cases, the acquiring bank, along with the merchant of record, may refute a chargeback, by presenting information in defense of the original transaction. Known as representment, such defense is reviewed by the Company or Bank Partners, towards finalizing any chargeback event.

In all representment cases, the Company carefully considers all information and material presented in defense of the chargeback, and makes a reasonable decision whether to honor such evidence as proof of a valid transaction engaged and authenticated by the user.

### 5.1 PROOF OF PURCHASE

The merchant may present copies of receipts, with user signature, in defense of a chargeback. Examples of valid receipts can be found in Addendum D.

#### 5.2 PROOF OF DELIVERY

Typically for eCommerce purchase, the merchant may also present proof-of-delivery evidence, such as signature images from USPS, FedEx, or UPS. Any such evidence must show clear signature and/or address information that matches the user signature and/or address information on-file with the Company.

Page 9 of 31

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<sup>&</sup>lt;sup>7</sup> Companies sometimes set an operational threshold for this action. You might start with \$50 or \$100, depending on your program's ticket size and size of your operational teams.

### 6. USER NOTIFICATION

In all chargeback events, whether a user-initiated dispute, or issuer-generated chargeback, the Company communicates with the user to report the status and final outcome of the chargeback. Changes and adjustments to the user's account balance are updated and made visible to the user in a prompt manner. Communication includes the use of templated customer dispute correspondence (see Appendix F).

## 7. DISPUTE TRACKING AND DOCUMENTATION

The Company maintains a tracking log of disputes:

- Customer Name
- Card Number (last 4 digits)
- Program
- Date of Initial Notification of Dispute
- Date Written Confirmation was Requested
- Date Dispute Reported in Writing
- Customer Discovery Date
- Access Device Lost or Stolen
- Error Description
- Type of Transaction
- Date of Disputed Transaction
- Disputed Amount
- Provisional Credit Date
- Amount of Provisional Credit
- Date Provisional Credit Letter Sent
- Date Investigation Completed
- Resolution
- Date Final Resolution Letter Sent
- Amount of Customer's Liability
- Provisional Credit Amount Reversed
- Comments

#### 7.1 DISPUTE DOCUMENTATION RECORD KEEPING

All dispute documentation is retained for a minimum of two years from the date the dispute is resolved.

# **APPENDIX A - DISPUTE CONTACT SCRIPT AND PROCEDURES**

Reason for Dispute	Reason Validation	the Company Actions
The user doesn't remember making this transaction	<ul> <li>The user is certain neither they nor anyone in their household made the charge</li> <li>The user inspected the transaction details and still does not recognize the merchant or transaction</li> </ul>	<ul> <li>and ask them for detailed proof of the charge</li> <li>Obtain an itemization of the charge, signed support or other evidence confirming the charge if appropriate</li> <li>Notify the user if additional information is needed</li> <li>Review the information received, and then notify the user of the outcome of</li> </ul>
The user did not approve this transaction	<ul> <li>The user has checked the details of the transaction</li> <li>They are certain that neither they nor anyone in their household has authorized this charge</li> <li>They recognize the Merchant, but did not authorize this transaction</li> <li>They have previously done business with the Merchant, but did not authorize this transaction</li> <li>They recognize this Merchant, but did not authorize this transaction</li> <li>They recognize this Merchant, but have never done business with this Merchant and have never provided my card information</li> <li>They do not recognize this merchant</li> </ul>	<ul> <li>Inquire if the user has contacted the merchant and requested detailed proof of the charge</li> <li>Obtain an itemization of the charge, signed support or other evidence confirming who made the charge if appropriate</li> <li>Notify the user if additional information is needed</li> <li>Review the information received and then notify the user of the outcome of their inquiry</li> <li>Advise the user of their right to submit a dispute for provisional credit</li> </ul>
The user canceled this transaction with the Merchant	<ul> <li>The user has confirmed with the merchant that the transaction was canceled</li> <li>The user has a reference or cancellation number, if applicable</li> <li>They have allowed the appropriate time for the cancellation to take effect</li> </ul>	<ul> <li>Contact the merchant if appropriate to obtain a copy of their cancellation policy</li> <li>Obtain any information on the procedures followed by the user if appropriate</li> <li>Notify the user if additional information is needed</li> <li>Review the information received and then notify the user of the outcome of their inquiry</li> </ul>
The user returned an item	<ul> <li>The user returned an item to the merchant</li> <li>They have allowed the appropriate time for the</li> </ul>	<ul> <li>Contact the merchant if appropriate to obtain a copy of their return policy</li> <li>Obtain any information on the procedures followed by the user if appropriate</li> </ul>

	refund and not yet received a credit  If possible, the user has provided the amount(s) of the transaction or transactions that they believe to be erroneous	<ul> <li>Notify the user if additional information is needed</li> <li>Review the information received and then notify the user of the outcome of their inquiry</li> </ul>
The user been billed more than once for this transaction	<ul> <li>One or more charges for the same purchase appear in their transaction statement</li> <li>They are for the same or similar amounts and to the same merchant</li> </ul>	<ul> <li>Contact the merchant if appropriate to obtain detailed proof of the charges</li> <li>Obtain itemization of the charges, signed support or other evidence relevant to the transactions if appropriate</li> <li>Notify the user if additional information is needed</li> <li>Review the information received and then notify the user of the outcome of their inquiry</li> </ul>
None of the above	<ul> <li>Select the reason for this dispute</li> <li>They are dissatisfied with the service / merchandise</li> <li>The merchandise is damaged</li> <li>Other</li> <li>Please give your reason for the dispute</li> </ul>	202

# **APPENDIX B - CHARGEBACK REASON CODES**

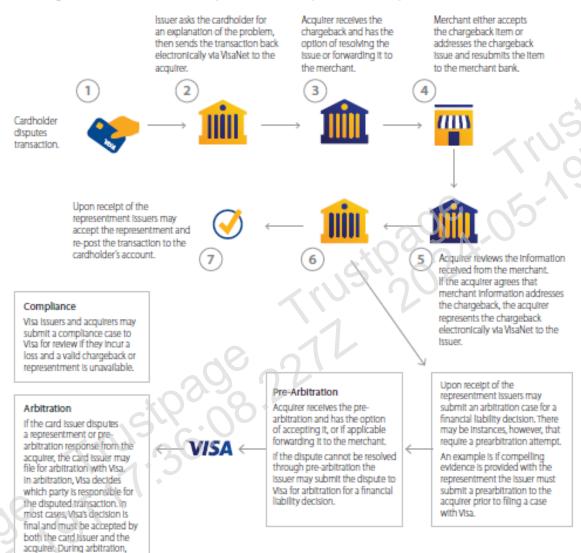
The following table describes Visa Chargeback Reason Codes that can apply to the Company, and its users.

Code	Description
30	Services Not Provided or Merchandise Not Received
41	Canceled Recurring Transaction
53	Not as Described or Defective Merchandise
57	Fraudulent Multiple Transactions
62	Counterfeit Transaction
71	Declined Transaction
72	No Authorization
73	Expired Card
75	Transaction Not Recognized
76	Incorrect Currency or Transaction Code or Domestic Transaction Processing Violation
77	Non-Matching Account Number
79	Requested Transaction Receipt
80	Incorrect Transaction Amount or Account Number
81	Fraud—Card-Present Environment
82	Duplicate Processing
83	Fraud—Card-Absent Environment
85	Credit Not Processed
86	Paid by Other Means
90	Non-Receipt of Cash or Load
96	Transaction Exceed Limited Amount
<	11.36.00°

## APPENDIX C - CHARGEBACK LIFECYCLE

# The Chargeback Life Cycle

The diagram below illustrates and explains the Visa dispute resolution process in detail.



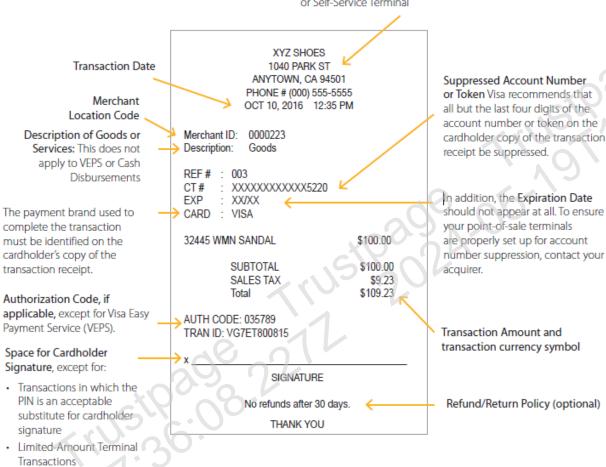
Visa reviews all information/ documentation submitted by both parties to determine who has final liability for the

transaction.

### APPENDIX D - VALID RECEIPT EXAMPLE

# **Electronic Point-of-Sale Terminal Receipts**

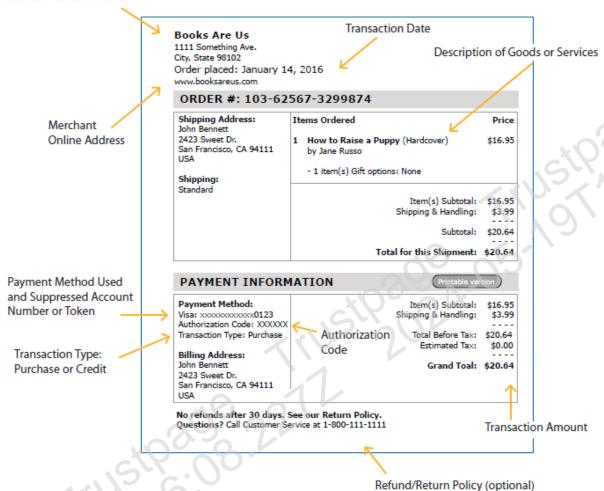
Merchant or member name and location, or the city and state of the Automated Dispensing Machine or Self-Service Terminal



Self-Service Terminal Transactions

# **Substitute Transaction Receipts**

Merchant Name and Location



24.05.491 24.05.491

### **APPENDIX E - DEFINITIONS**

**Acquirer** - An Acquiring, or Merchant, bank. A financial institution that provides services to merchants that enable them to accept branded credit and debit cards for payment.

Address Verification Service ("AVS") - AVS is a service that issuing banks perform during authorization in which the billing address that a customer enters when placing an order is compared to their address kept on record at the bank. AVS checks whether the numeric address and zip code match. Depending on the accuracy of the match between these two addresses, the system returns an AVS flag which the merchant can use for making a decision about the request. Note that regardless of the AVS flag, the credit card will be authorized by the issuing bank.

Business Customer - An entity that offers products and services to other businesses or consumers.

**Chargeback** - A chargeback (also known as a dispute) refers to a consumer-generated dispute regarding a given transaction; in which the user is disputing the validity of a transaction.

**Consumer** - A natural person or an individual who buys products or services for personal use and not for manufacture or resale.

Electronic Fund Transfer ("EFT") - Any transfer of funds that is initiated through an electronic terminal or device.

**Issuer** - The issuing bank, also referred to as a Partner Bank. This is the financial institution, and member of the Visa network, who issues a prepaid card in concert with the Company. The Company takes on certain responsibilities via its sponsor(s).

**Point of Sale ("POS")** - Electronic payment system involving the electronic funds transfers based upon the use of payment cards (debit & credit cards).

**Provisional Credit** - A temporary/conditional credit that can be revoked or made permanent pending the outcome of an investigation of an error or unauthorized electronic fund transfer.

**Representment** - When an acquirer represents a transaction in response to a chargeback from the issuer. Under certain circumstances, the acquiring bank, in concert with the merchant, may defend the chargeback, arguing that the original transaction was valid.

**User** - A consumer; the end user of the Company.

# **APPENDIX F - DISPUTE CORRESPONDENCE TEMPLATES**

Letter Template	
Reference Number	Dispute Letter Template Name
1	Additional Info Request Template
2	Additional Info Request – Other Service Request_Non Reg E Template
3	Additional Info Request – Recurring Transaction Template
4	Cancel Claim Template
5	Cover Letter for Document Requests Template
6	Final Notice – Error Found – Merchant Issued Credit Template
7	Final Notice – Error Found – No PV Credit Template
8	Final Notice – Error Found – PV Credit Final Template
9	Final Notice – No Error – No PV Credit Template
10	Final Notice – No Error – Reverse PV Credit After 5 Days Template
11	Final Notice – Error Found – Merchant Credited – PV Reversed Template
12	Past Timeframe Template
13	Provisional Credit Letter Template

Company
Street
City, STATE zip

<Date>

<Cardholder Name>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>
Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

Thank you for contacting us about your dispute claim. We have started our investigation; however, some additional information from you would be useful.

To help us in our investigation, please provide any of the following to support your dispute, such as documentation or details that would include:

- Did you contact the merchant? Through app, phone, email or letter?
- The name of the person you were in contact with
- Date of calls, texts, or messages and the merchant's response
- Receipt of the transaction if possible
- Proof of other payment used
- What was purchased?
- When was delivery expected
- Date of return and proof of return
- Cancellation details
- Emails to and from the merchant

Please know that the merchant has up to 30 days to issue a refund from the date of request. It may take several days to investigate the dispute. The results of our investigation will be sent to you in writing within [[3]]<sup>8</sup> business days after completing our investigation.

Thank you for your patience as your claim is being resolved.

Sincerely,

Dispute Resolution or Program Signature Fax: xxx-xxx-xxxx

Page 19 of 31

<sup>&</sup>lt;sup>8</sup> Required by Reg E, but you could shorten this timeframe.

Company Street City, STATE zip

<Date>

<Cardholder Name>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>

Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

Thank you for contacting us about your dispute claim. We have started our investigation; however, some additional information from you would be useful.

To help us in our investigation, please provide any of the following to support your dispute, such as documentation or details that would include:

- Did you contact the merchant? Through app, phone, email or letter?
- The name of the person you were in contact with
- Date of calls, texts, or messages
- What was their response?
- Receipt of the transaction if possible
- Proof of other payment used
- What was purchased?
- When was delivery expected
- Date of return and proof of return
- Cancellation details

The final resolution of your claim will be completed as quickly as possible, but no later than (MMMM/DD/YYYY). The results of our investigation will be sent to you in writing within [[3]]<sup>9</sup> business days after completing our investigation.

Thank you for your patience as your claim is being investigated. Sincerely,

Dispute Resolution or Program Signature

<sup>&</sup>lt;sup>9</sup> Required by Reg E, but you could shorten this timeframe.

Company
Street
City, STATE zip

<Date>

<Cardholder Name>

<Address>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>
Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

Thank you for contacting us about your dispute claim. We have started our investigation; however, some additional information from you would be helpful.

To help us in our investigation, please provide the following information:

After the initial research on your account, we noticed that you had other transactions with <a href="Merchant Name"></a>. If this is a monthly subscription, have you tried to contact the merchant to cancel the subscription?

Please send us a letter, message, or email with the exact date of cancellation and how you canceled? If available, please provide any documentation that shows the merchant received your cancellation request.

It may take several days to investigate the dispute. The results of our investigation will be sent to you in writing within [[3]]<sup>10</sup> business days after completing our investigation.

Thank you for your patience while your claim is being investigated.

Sincerely,

Dispute Resolution or the Program's Signature

<sup>&</sup>lt;sup>10</sup> Required by Reg E, but you could shorten this timeframe.

Company Street	
City, STATE zip	
<date></date>	
<cardholder name=""> <address></address></cardholder>	**OS
Acct #:	<truncated account="" number=""></truncated>
Dispute Type:	<dispute type=""></dispute>
Date Error Reported:	<date></date>
Claim Amount:	<\$ Amount>
<address> RE:</address>	308,05
Dear Cardholder,	
Thank you for contacting us about y	your dispute claim.
This letter is to confirm that on <too< td=""><th>day's date&gt; you want to cancel the dispute claim for &lt;\$ Amount&gt;.</th></too<>	day's date> you want to cancel the dispute claim for <\$ Amount>.
At this time, we are closing your displease contact us at the number on	pute claim and consider this matter resolved. If you have any questions the back of your card.
Sincerely,	08.
110 20	*

Company Street City, STATE zip

<Date>

<Cardholder Name>

<Address>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>
Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

Thank you for contacting us about your dispute claim. In our previous letter, we stated that we found no error and closed the dispute claim. We also informed you of your right to request copies of the documents we used to investigate the dispute claim.

Here is the information you asked for about your dispute. We hope this resolves the concern with your dispute on your <Program name> card.

Sincerely,

Dispute Resolution or the Program's Signature

Company

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>

Claim Amount: <\$ Amount>

<Address> RE:

<Address>

Dear Cardholder,

This letter is to inform you that we have made a final decision on your dispute claim.

Based on our investigation, we have determined an error occurred. The merchant has issued credit in the amount of <\$ Amount> on <Date>. This credit is considered final and any applicable fee(s) have been reversed.

We apologize for any inconvenience this may have caused you.

If you have any questions, please contact us at the number on the back of your card.

Sincerely

Dispute Resolution or the Program's Signature

Company Street City, STATE zip

<Date>

<Cardholder Name>

<Address>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>
Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

This letter is to inform you that we have made a final decision on your dispute claim.

Based on our investigation, we have determined an error occurred. As a result, credit in the amount of <\$Amount> was posted to your account on <Date>. This credit is considered final and any applicable fee(s) have been reversed. We consider this matter resolved.

We apologize for any inconvenience this may have caused you.

If you have any questions, please contact the number on the back of your card.

Sincerely,

Dispute Resolution or the Program's Signature

Company Street City, STATE zip

<Date>

<Cardholder Name>

<Address>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>

Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

This letter is to inform you that we have made a final decision on your dispute claim.

Based on our investigation, we have determined an error occurred. As noted in our letter dated <Date>, provisional credit in the amount of <\$ Amount> was posted to your account. This provisional credit is now considered final and any applicable fee(s) have been reversed. We consider this matter resolved.

We apologize for any inconvenience this may have caused you.

If you have any questions, please contact us at the number on the back of your card.

Sincerely,

Dispute Resolution or the Program's Signature

Company
Street
City, STATE zip

<Date>

<Cardholder Name>

<Address>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>

Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

This letter is to inform you that we have made a final decision on your dispute claim.

Based on our investigation, we do not find that an error occurred. No funds will be credited to your account and we consider this matter resolved.

You may request a copy of the documents we used in determining the final result of the investigation. If you would like to request copies of the documents or have further questions, please contact us at the number on the back of your card.

Sincerely,

Dispute Resolution or the Program's Signature

Company
Street
City, STATE zip

<Date>

<Cardholder Name>

<Address>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>

Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

This letter is to inform you that we have made a final decision on your dispute claim.

Based on our investigation, we do not find that an error occurred. On <Date>, a provisional credit was posted to your account on a temporary basis until we completed our investigation. On <5 business days from today's date><sup>11</sup> the provisional credit will be reversed, and your account will be debited in the amount of <\$ Amount>.

Please make sure to have enough funds in your account to cover the amount that will be debited, as well as any purchases or payments you plan to make.

You may request a copy of the documents we used in determining the final result of the investigation. If you would like to request copies of the documents or have further questions, please contact us at the number on the back of your card.

Sincerely,

Dispute Resolution or the Program's Signature

<sup>&</sup>lt;sup>11</sup> Five days is required by Reg E, but you could extend the time to reverse a provisional credit longer than that.

Company
Street
City, STATE zip

<Date>

<Cardholder Name>

<Address>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>

Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

This letter is to inform you that we have made a final decision on your dispute claim.

Based on our investigation, we have determined that an error has occurred. The merchant issued a credit in the amount of <\$ Amount> to you on <Date>. This credit is considered final and any applicable fee(s) have been reversed.

Because you had already received provisional credit on <Date>, the provisional credit will be reversed on <Date of this letter>, and your account will be debited in the amount of <\$ Amount>. Please make sure to have enough funds in your account to cover the amount that will be debited, as well as any purchases or payments you plan to make.

This claim is now considered resolved.

We appreciate your business and value you as a customer. If you have any questions about this matter, please contact us at the number on the back of your card.

Sincerely,

Dispute Resolution or the Program's Signature

the Company Street City, STATE zip

<Date>

<Cardholder Name>

<Address>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>

Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

Thank you for contacting us about your dispute claim.

Please note that in your account's Terms & Conditions agreement, account errors need to be communicated to us no later than [[XX]] days after the date of the transaction in question or within [[60]]<sup>12</sup> days after electronically accessing your account through the website or app. Unfortunately, since we did not receive your dispute form within this time limit, we are unable to assist you further with this dispute.

Based on this, we consider the charge valid. The amount will remain on your account.

We recognize that this is not the outcome you hoped for in this situation, and we apologize for any inconvenience this matter may have caused you.

You may request a copy of the documents we used in determining the final result of the investigation. If you would like to request copies of the documents, or have further questions, please contact us at the number on the back of your card.

Sincerely,

Dispute Resolution or the Program's Signature

<sup>&</sup>lt;sup>12</sup> Generally required by Reg E, but you could shorten this timeframe. Some transactions involving new accounts are also permitted to have a 90-day extended investigation timeframe.

Company
Street
City, STATE zip

<Date>

<Cardholder Name>

<Address>

Acct #: <Truncated Account Number>

Dispute Type: <Dispute Type>

Date Error Reported: <Date>
Claim Amount: <\$ Amount>

<Address> RE:

Dear Cardholder,

Thank you for contacting us about your dispute claim.

This letter is to inform you that we have provisionally credited your account as of <Date> in the amount of <\$ Amount>. This is a temporary credit given to you while we investigate your claim.

It may take up to [[XX]]<sup>13</sup> days to investigate the dispute. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to [[YY]]<sup>14</sup> days to investigate your dispute. You will have full use of these funds while we complete our investigation.

The results of the investigation will be communicated to you in writing within [[3]]<sup>15</sup> business days after completing our investigation. If your claim is denied, the provisional credit(s) will be reversed, and your account will be debited for the amount. You will be notified if this occurs.

We appreciate your business and value you as a customer. If you have any questions about this matter, please contact us at the number on the back of your card.

Sincerely,

Dispute Resolution or the Program's Signature

Fax: xxx-xxx-xxxx

[[Allison Fintech Co]] - Chargeback and Dispute Policy

<sup>&</sup>lt;sup>13</sup> The number of days is to be filled in based on the applicable dispute timeframe (see Section 3.1).

<sup>&</sup>lt;sup>14</sup> The number of days is to be filled in based on the applicable dispute timeframe (see Section 3.1).

<sup>&</sup>lt;sup>15</sup> Required by Reg E, but you could shorten this timeframe.