

Dispute management guide

Version 4.5 October 2024



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Introduction

This document provides an overview of the dispute management process and how to protect against fraud.

Every attempt has been made to provide information that is as specific and consistent as possible. However, in such a dynamic industry it is impossible to anticipate every possible scenario. For that reason, this document may be subject to ongoing review and change.

The words "chargeback" and "dispute" are often used interchangeably and may vary depending on which scheme is being discussed. For the purposes of clarity within this guide, we will use the following definitions:

- **Dispute**: The process of a customer disputing a transaction for various reasons. A customer raises a dispute with their bank, regarding a transaction they do not believe is valid.
- **Chargeback**: The request for a transaction reversal, following a customer dispute, placed in your account by a card issuer. The specific process of funds being reversed from your account to a cardholders account.
- **Challenge**: The process of a merchant challenging a customer dispute and the associated chargeback.

What is a chargeback?

A chargeback is the process a customer's bank uses to reclaim money from a merchant's bank when a cardholder raises a dispute with them.

What are the reasons for a dispute?

- The cardholder doesn't recognise a payment on their statement (which could potentially be due to fraud).
- The goods or services the customer ordered weren't delivered.
- The cardholder was expecting a refund that hasn't been received.
- An error with the sale (e.g., the cardholder was charged twice for one set of goods; or they were charged the wrong amount; or they cancelled a subscription plan but were still charged).
- The cardholder has made an error at the point of sale (e.g., using a card that's expired).

The chargeback process

There is a different process depending on which scheme is responsible for the chargeback. If the scheme is Mastercard, it is one process. If the scheme is Visa, there are three processes, known as Allocation, Collaboration, and Rapid Dispute Resolution (RDR).

Mastercard dispute process

There is only one process to follow for Mastercard. The process and terminology are unique to Mastercard.

- 1. **First presentment**: This is the original transaction. The charge is "presented" to the customer's bank and is credited to the merchant's account. It is following this stage a customer can dispute the charge and raises this with their bank.
- 2. **First chargeback**: Following the customer dispute, the bank reverses the charge mentioned before. If the merchant accepts this, the case is closed. If the merchant chooses to challenge the claim, you move to the next stage.



- 3. **Second presentment**: The merchant "re-presents" the transaction to the bank for a second time, now with accompanying evidence to prove the transaction is valid.
- 4. **Pre-arbitration**: The bank will review the evidence and decide on the dispute. If the evidence is sufficient, the transaction completes, and the merchant receives the funds. If the evidence is insufficient, the merchants challenge is rejected. At this stage, the merchant can accept the rejection or raise a full arbitration case at the next step.
- 5. **Arbitration**: The merchant and bank raise an appeal to Mastercard. They are asked to review the case, provided with all evidence, and will make a final ruling.

Mastercard dispute process timelines

There are strict deadlines applied to the dispute process, which apply to customers and the merchant. Failures to meet deadlines will result in you losing the ability to challenge a dispute.

In most circumstances, a customer has the option to raise a dispute within 120 days. This is reason code dependent and may be upwards of 540 days. This means that you may receive a chargeback more than a year after the initial transaction.

Merchants and banks have much shorter timelines to ensure a smooth process. The following limits apply to merchants:

- 14 calendar days to challenge a chargeback (Visa and Mastercard).
- 7 calendar days to challenge a chargeback (American Express).
- 7 calendar days to challenge a pre-arbitration or second chargebacks result.

Visa dispute process

There are three resolution workflows to follow for Visa. These are Allocation, Collaboration, and Rapid Dispute Resolution (RDR):

- Allocation is for fraud or authorisation reason codes.
- **Collaboration** is for customer and processing error disputes.
- **Rapid Dispute Resolution**: A separate process, prior to the above workflows, used to rapidly resolve disputes with a refund before a dispute is raised.

The Allocation workflow dispute process

Based on the data available to Visa, liability is allocated to either the merchant or the issuing bank automatically. If liability is assigned to the merchant, the follow process begins:

- 1. **Dispute**: The bank issues a chargeback to the merchant's account. The transaction disputed is immediately reversed. At this stage the merchant can accept the chargeback, which closes the case. If the merchant believes this is invalid, this can be challenged and progresses to the next stage.
- 2. **Pre-arbitration**: Following a merchant challenging the chargeback and providing compelling evidence to their acquirer (Cashflows), a challenge to the customer's bank is raised, this is pre-arbitration.
- 3. **Pre-arbitration response**: The customer's bank responds to the challenge, either by accepting the evidence provided, reversing the chargeback, and the case closes, or the bank rejects the challenge and evidence. If the merchant wishes to continue to challenge the dispute(s), this will be escalated to the next stage.

Important: If a merchant wishes to challenge the pre-arbitration response, the case will be sent to Arbitration. This will require a fee of $\in 600.00$ per transaction to be placed within your security account awaiting the outcome of the case. If this is successfully challenging the funds will be returned. Failure to successfully challenge will result in the $\in 600.00$ being paid to Visa.



4. **Arbitration**: This is the final stage and last resort. The case is given to Visa to decide. Whichever party loses will be liable for fees, which may be more than the recovered funds.

The Collaboration workflow dispute process

If the dispute falls within the Collaboration workflow, liability is automatically assigned to the merchant.

- 1. **Dispute**: The bank issues a chargeback to the merchant's account. The transaction is not reversed at this stage. The merchant can accept the chargeback, which closes the case. If the merchant believes this is invalid, this can be challenged and progresses to the next stage.
- 2. **Dispute response**: The merchant challenges the chargeback, provides compelling evidence to us, who then raise the challenge to the bank.
- 3. **Pre-arbitration**: The bank reviews the evidence provided along with transaction data and either accepts liability and the case closes or rejects the challenge and progresses to the next stage.
- 4. Pre-arbitration response: If the bank maintains there is a valid dispute, the merchant can still challenge their decision. However, this will mean going straight to arbitration. Important: If a merchant wishes to challenge the pre-arbitration response, the case will be sent to Arbitration. This will require a fee of €600.00 per transaction to be placed within your security account awaiting the outcome of the case. If this is successfully challenging the funds will be returned. Failure to successfully challenge will result in the €600.00 being paid to Visa.
- 5. **Arbitration**: This is the final stage and last resort. The case is given to Visa to decide. Whichever party loses will be liable for fees, which may be more than the recovered funds.

Visa dispute process timelines

There are strict deadlines applied to the dispute process, which apply to customers and the merchant. Failures to meet deadlines will result in you losing the ability to challenge a dispute.

In most circumstances, a customer has the option to raise a dispute within 120 days. This is reason code dependent and may be upwards of 540 days. This means that you may receive a chargeback more than a year after the initial transaction.

Merchants and banks have much shorter timelines to ensure a smooth process. The following limits apply to merchants:

- 14 days to challenge a chargeback (second presentment).
- 7 days to challenge a pre-arbitration result or second chargeback.

Monitoring disputed transactions

To reduce the number of disputed transactions it is essential that merchants and acquirers carefully monitor the disputed transactions and respond promptly to requests. If a merchant is receiving a large percentage of disputed transactions, they may face fee assessments from the card schemes.

Refunding before disputing

If a customer is dissatisfied with a product or the service they received, they have the right to request a refund on their transaction. To do this, a customer must contact the merchant directly to request a refund, which is carried out according to their returns policy.

In most cases, a merchant will refund a transaction with no problem, however merchants may receive a dispute where the time limit for returns has passed. This is why it's important that a merchant sets out their returns policies clearly to customers to minimise confusion and disputes.

Dispute reasons

Fraud and authorisation errors

A cardholder may have had their card information stolen and used in a fraudulent purchase. In such circumstances the reason for a dispute could be one of the following:

- 1. The cardholder states that they did not authorise or participate in the transaction.
- 2. One of these error messages is received by the merchant:
 - a. invalid card (e.g., card details are out of date)
 - b. non-matching (e.g., address on card does not match)
 - c. fictitious account number (e.g., fake card details)
 - d. incorrect account number (e.g., details provided incorrectly)
- 3. Missing or invalid signature (after a retrieval request has been responded to by the merchant).
- 4. Secondary identification not recorded or does not reflect the cardholder (after a retrieval request has been responded to by the merchant).
- 5. Warning bulletin (card reported lost or stolen after authorisation).
- 6. Incorrect cardholder name (after a retrieval has been responded to by the merchant).
- 7. Counterfeit transaction.

Product quality

A cardholder may have purchased a product and:

- 1. It was delivered in poor condition.
- 2. It did not work.
- 3. It broke down soon after purchase.
- 4. The product was not as described in the sales literature.

Customer service

A cardholder may have purchased a service and:

- 1. It was not delivered.
- 2. They were charged incorrectly for it.
- 3. They were charged more than once.
- 4. They were charged in the wrong currency (not the currency on their receipt).
- 5. There were errors in the addition of the total amount billed to them.
- 6. A retrieval request/RFI has not been responded to or the information provided is insufficient to justify the debit to the cardholder.
- 7. The cardholder has already/since paid by other means.
- 8. The merchant has not supplied sufficient proof that the goods were despatched.
- 9. The cardholder is in a legal dispute with the merchant.

Refund

A cardholder may have purchased a product or service and:

- 1. They were promised a refund and did not receive one.
- 2. The transaction was an advance booking, and the cardholder did not arrive to receive the service or cancelled within the period permitted.



- 3. The cardholder has returned the goods to the merchant.
- 4. It was part of a recurring billing authority that had been cancelled.
- 5. They paid a refundable deposit but have since cancelled the order.
- 6. They were promised a refund but instead were charged again (credit accidentally charged as a sale).

Processing error

A transaction may have been processed where:

- 1. The expiry date on the card had passed.
- 2. The total amount of the sale was split into two or more parts to obtain authorisation (split sale).
- 3. The cardholder was debited more than once.

- There was a miss-post (the wrong card was debited).
 The card was accepted before its valid date.
 The card number is incorrect and cannot be applied to an existing account.

Responding to a disputed transaction

When challenging a disputed transaction, this must be done in writing. You **must** send your challenge and compelling evidence to chargebacks@cashflows.com, following which we will submit a response to the challenge the dispute.

For further details on what compelling evidence you need to provide, please refer to Appendix B: Compelling evidence.

How long do merchants have to respond to a disputed transaction?

Merchants have 14 calendar days to respond and provide evidence following a dispute appearing in their merchant account. If they do not respond within 14 calendar days, the opportunity to respond will be lost.

Who is responsible for chargebacks?

Both parties are responsible for their actions in the process. A chargeback should be the last resort for the cardholder, but the merchant also must work to reduce the chargebacks.

Can a refund be issued for a disputed transaction?

Once a chargeback is received it is too late to refund the transaction. If a refund is made, merchants risk losing the money twice. It is also a breach of card scheme rules to issue a refund for a transaction that has entered the dispute process.

Where is supporting evidence sent?

Supporting evidence must be in PDF format, with either a maximum file size of 2MB for Visa or 14.5MB for Mastercard. Files must be sent to disputes@cashflows.com.

How does a merchant know if my supporting evidence is sufficient?

We notify merchants by email once evidence has been received and whether it is sufficient or not. If it is not, we will provide guidance.

How does a merchant know if they have won or lost a disputed case?



If at any stage of the process, for either scheme, is unsuccessful, we will notify the merchant of this and the next steps available to them.

Why is there a difference between the transaction and the dispute amount?

This may happen where a currency conversion is required, as the dispute date and the conversion date are likely to be different. Card schemes are investigating ways to minimise the impact of this. However, currently it is the responsibility of the merchant to cover the exchange loss on international transactions.

How to reduce disputes

The following steps could help merchants reduce the number of disputes received. It is recommended they carefully follow these guidelines to reduce the number of potential rejected claims.

General

Merchants must:

- 1. Ensure they have read and understood their supplier agreement.
- 2. Double check all details for transactions.
- 3. Supply as much information as possible when receiving a request for information.

Website requirements

Merchant websites should display the following information:

- 1. A complete description of the goods and services offered.
- 2. Details of their returns/refund policy.
- 3. Customer service contact, including email address, phone number, and address.
- 4. Transaction currencies in which the merchant can transact.
- 5. Export restrictions (if known).
- 6. Delivery methods and timing.

Delivery record keeping

Merchants should retain evidence of deliveries, together with a description of the goods or services supplied, for a minimum of 12 months. Merchants should not despatch goods (including online delivery) to a third-party address (that is, an address other than the cardholder's address) – this is considered very high risk. When delivering the goods, obtain the cardholder's signature to show proof of delivery.

Steps to avoid fraudulent disputes

There are several things that merchants can do to reduce their risk.

- 1. Verify the use of the credit card to the customer's actual postal address by other means than email, such as a letter, phone call, fax, or SMS message, to reduce the level of fraud risk.
- 2. Use a third-party address-checking system (e.g., Equifax, 192.com) to ensure the customer's address is verified. Avoid shipping to an address different from the billing address.
- 3. If a customer makes a purchase online and the shipping address is different to the billing address, we recommend contacting the cardholder by email for them to confirm the shipping address is legitimate.
- 4. Check each transaction against previous transactions for a given credit card and check for any anomalies.
- 5. When delivering goods, obtain the cardholder's signature to show proof of delivery.



Enable dispute notification emails

To help merchants manage transactions, they can receive email notification when a transaction has been disputed. When a transaction has been disputed they will receive an email for the following types of notifications:

- High-risk warning.
- Copy request (American Express only).
- Dispute.
- Representment.
- Dispute response.
- Pre-arbitration.
- Pre-arbitration declined.
- Second chargeback/pre-arbitration.
- Chargeback reversal.
- Dispute reversal.
- Liability assign.

The emails will provide the details of the chargeback notification, including the original transaction details associated with the dispute request or notification request.

To enable your dispute emails, merchants should contact our support team at support@cashflows.com or dispute team at dispute mailto: address that they wish the dispute emails to be sent to.

Refund transactions that receive a 'High-Risk Warning'

If a cardholder reports to their bank a fraudulent transaction on their account, rather than receiving an immediate dispute, we may receive a fraud report, which is a TC40 for Visa and a SAFE message for Mastercard. This will flag the transaction with a "High-Risk Warning". This provides an opportunity for merchants to proactively refund the transaction and maintain low chargeback ratios.

A transaction being refunded does not guarantee there will not be a subsequent dispute/chargeback, however, it reduces the chance that a subsequent dispute/chargeback will be issued.

Where a Visa transaction has been fully refunded the issuer will no longer be able to raise a dispute. For a Mastercard transaction issuers may still raise a dispute on a refunded transaction, however we will automatically represent this dispute.

Review transactions manually identifying risky transactions

Often, the most effective tool against transaction fraud is to review each transaction manually. The following unusual circumstances may indicate transaction fraud:

- 1. Being requested to ship orders outside your own country, especially to any in our high-risk country list.
- Orders that are outside of usual activity, for example multiple purchases of an item normally only ordered once (e.g., 10 copies of a CD) or purchases that vastly exceed the average value of typical orders. This is especially true for regular purchasers who are now purchasing outside of their usual activity.
- 3. You should be wary of orders placed by purchasers in the middle of the (their) night.
- 4. A customer ordering unusually large amounts of an item without any preference for the size, colour, make, or model.
- 5. An existing customer who suddenly orders a substantial volume of goods.
- 6. A customer who provides you with more than one card to cover one order or a set of orders.
- 7. A customer who orders more than once in a given day.



- 8. A customer who has attempted the same transaction more than once, with the card failing at the first attempt.
- 9. Unusual origins, (e.g., a US-issued card is offered during a session from an Egyptian-based customer with a delivery address in Italy).

Purchases from high-risk countries

Customers who have purchased goods or services, or requested delivery to, one of the following countries, carries a higher risk of fraud or other financial crimes.

AL Albania High DZ Algeria High AO Angola High AM Armenia High AZ Azerbaijan High **BS** Bahamas High **BD** Bangladesh High **BB** Barbados High **BZ** Belize High **BJ Benin High** BO Bolivia High BA Bosnia-Herzegovina High **BW Botswana High BR Brazil High** VG British Virgin Islands High BG Bulgaria High BF Burkina Faso High **BI Burundi High** KH Cambodia High **CN** Cameroon High KY Cayman Islands High TD Chad High **CN** China High CO Colombia High **KM Comoros High** HR Croatia High CI Cote d'Ivoire High CW Curacao High DJ Djibouti High **DM Dominica High** EC Ecuador High SV El Salvador High ET Ethiopia High GH Ghana High GI Gibraltar High GT Guatemala High GN Guinea High GW Guinea Bissau High GY Guyana High HN Honduras High IN India High L Israel High JM Jamaica High

JO Jordan High KZ Kazakhstan High KE Kenya High KI Kiribati High KS Kosovo High KG Kyrgyzstan High LA Lao People's Democratic Republic High LR Liberia High MK Macedonia North High MG Madagascar High MY Malaysia High MX Mexico High MD Moldova High ME Montenegro High MA Morocco High MZ Mozambique High NP Nepal High NI Nicaragua High **NE Niger High** NG Nigeria High PK Pakistan High PA Panama High PY Paraguay High PH Philippines High CG Republic of Congo High SN Senegal High **RS** Serbia High SL Sierra Leone High SI Slovenia High LC St Lucia High SX St Maarten High TJ Taiikistan High TZ Tanzania High TH Thailand High TT Trinidad & Tobago High TN Tunisia High TR Turkey High TM Turkmenistan High UG Uganda High AE United Arab Emirates High UZ Uzbekistan High VU Vanuatu High VN Vietnam High

To reduce the risk of fraud and chargebacks to your business, Cashflows provides a range of services and procedures, such as monitoring and prevention tools to block transaction from specific country IP ranges.



Appendix A: Dispute/chargeback reason codes

Below are the most common dispute reason codes for Visa, Mastercard, and American Express. If you encounter a code not shown you are able to contact us directly to find out more.

Description
EMV liability shift counterfeit fraud
EMV liability shift non-counterfeit fraud
Other fraud: card present
Other fraud: card absent
Visa Fraud Monitoring Programme (VFMP)
Card recovery bulletin
Declined authorisation
No authorisation
Late presentment
Incorrect transaction code
Incorrect currency
Incorrect account number
Incorrect amount
Duplicate processing
Paid by other means
Invalid data
Merchandise or service not received
Cancelled recurring
Not as described or defective goods or services
Counterfeit products
Misrepresentation
Credit not processed
Cancelled order



13.8	Original credit transaction not accepted
13.9	Non-receipt of cash or load transaction value

Mastercard codes	Description
Authorisation	
4808	Warning bulletin file
4808	Authorisation-related chargeback
4808	Account number not on file
4808	Required authorisation not obtained
4808	Expired chargeback protection period
4808	Multiple authorisation requests
4808	Cardholder-Activated Terminal (CAT) 3 device
Point of interaction error	
4834	Point of interaction error
4834	Transaction amount differs
4834	Late presentment
4834	Point of interaction error currency conversion
4834	Duplication or paid by other means
4834	ATM dispute
4834	Loss, theft, or damages
Fraud	
4837	No cardholder authorisation
4849	Questionable merchant activity
4870	EMV chip liability shift
4871	EMV chip/PIN liability shift
Cardholder disputes	
4853	Cardholder dispute of a recurring transaction
4853	Goods or services not provided
4853	No show hotel charge
4853	Addendum dispute

4853	Goods or services not as described or defective
4853	Digital goods of \$25 or less
4853	Counterfeit goods
4853	Transaction did not complete
4853	Credit processed as a purchase
4854	Cardholder dispute not classified elsewhere
Other	
4850	Instalment billing dispute (participating countries only)
4999	Domestic chargeback dispute (Europe region only)

American Express codes	Description
Authorisation	
A01	Charged amount exceeds authorisation amount
A02	No valid authorisation
A08	Authorisation approval expired
Fraud	
F10	Missing imprint
F14	Missing signature
F24	No card member authorisation
F29	Card not present
F30	EMV counterfeit
F31	EMV lost, stolen, or not received
Member dispute	
C02	Credit not processed
C04	Goods or services returned or refused
C05	Goods or services cancelled
C08	Goods or services not received
C14	Paid by other means
C18	"No show" or CARDeposit cancelled
C28	Cancelled recurring billing
C31	Goods or services not as described

C32	Goods or services damaged or defective
Processing error	
P01	Unassigned card number
P03	Credit processed as charge
P04	Charge processed as credit
P05	Incorrect charge amount
P07	Late submission
P08	Duplicate charge
P22	Non-matching card number
P23	Currency discrepancy
Miscellaneous	
R03	Insufficient reply
R13	No reply
M01	Chargeback authorisation
M10	Vehicle rental - capital damages
M49	Vehicle rental - theft or loss of use
FR2	Fraud full recourse program
FR4	Immediate chargeback program
FR6	Partial immediate chargeback program

Appendix B: Compelling evidence

Compelling evidence can come in several different forms. What we are looking for is proof that refutes, or proves wrong, the dispute being raised. Examples are listed below but we may require different documents, which we can advise you of when the time comes.

Scanned documents showing the cardholders information:

- Full address.
- Email address.
- Purchases and payments timeline.
- Description of the goods or service provided for the transaction.
- Tracking and delivery evidence.
- Legible photocopy proof of passport or driver's licence.
- Any other additional information of proof of order authorisation.

Appendix C: Card scheme rules

This information is intended to summarise the primary rules and regulations contained in the International Operating Regulations of the card schemes as amended from time to time (the "Rules")



to enable merchants to operate within those Rules. For the avoidance of doubt, the Rules always prevail over this information in the event of any dispute.

Display of card scheme symbols

Merchants should display to the public at each of their points of sale worldwide which cards are accepted for payment, such as logos or decals, that are approved and supplied by the bank/processor.

Cardholder authority

Merchants should always obtain authority to debit the cardholder's account for each sale. It is a merchant's sole responsibility to procure the authority of the cardholder. Merchants are responsible for producing evidence satisfactory to the bank/processor that authority was obtained for debiting the cardholder's account.

Terms and conditions of sale

Merchants should always clearly display at their points of sale the terms and conditions of sale. In addition, the merchant should always display in a prominent position at its at its points of sale a complete and accurate description of the approved product(s) offered for sale or supplied by the merchant and the nature of the commitment that the cardholder is assuming.

Merchant points of sale should contain clear details and information about customer service, its contact details (including legal name, trading name, legal address, business address, email, phone and fax), currencies accepted, its delivery policy and the country of its domicile and registration (if applicable), and its refund/returns policy. Merchants should also comply with all requirements and guidelines in respect of Internet payments issued by the bank/processor or any card scheme together with all legal and regulatory requirements that apply from time to time.

Fee Assessments

Excessive levels of chargebacks and disputes are subject to a fee assessment. For further information, please refer to the merchant monitoring programmes section of this guide.

Transaction validity

The card issuer reserves the right not to honour transactions from the merchant. This may be when the submission provided by the merchant does not comply with the specifications found in the Card Scheme Rules.

A sale may be invalid if:

- It is split into two or more connected sales; or
- Incurred where the cardholder to whose account that charge is made disputes in writing to their card issuer, the authenticity of the sale; or
- In respect of which the original receipt or copy thereof was requested in writing by the bank/processor but not supplied by the merchant within a reasonable timescale; or
- Product(s) were not dispatched to the address held on file by the card issuer and the cardholder disputes in writing the receipt of such product(s); or
- The copy of the sale receipt presented to the bank/processor is incompatible with the copy of the sale receipt provided to the cardholder; or
- Previously submitted to the bank/processor (duplicates); or
- The card has expired or not yet become valid at the time of the sale; or
- It does not contain a valid card account number assigned by the appropriate Issuer; or
- Submitted in an illegible or improperly formatted manner; or
- In violation of the law or currency regulations as applied to cards in the country in which and at the time that the transaction was incurred; or

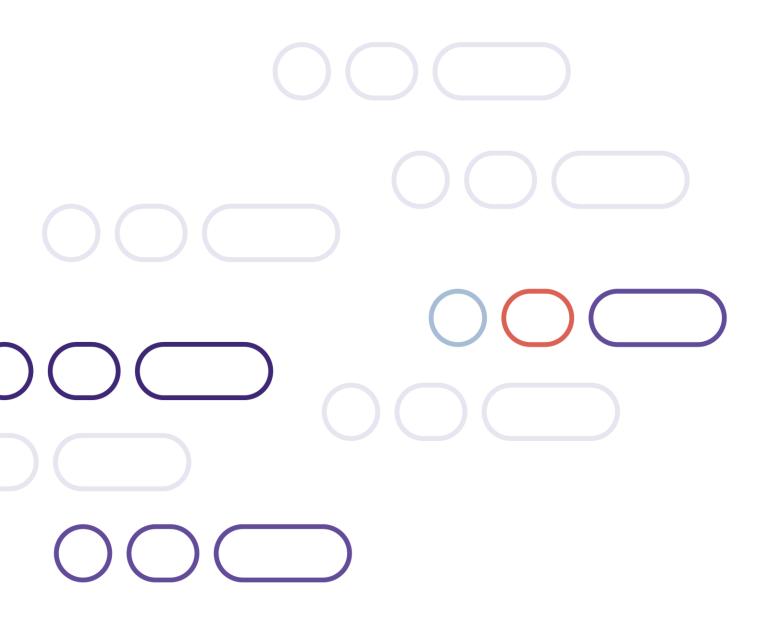


- The amount of the sale does not agree with the sum of the individual approved product(s) purchased; or
- A receipt is issued which is for any reason illegal, unenforceable, or of no legal effect; or
- Presented to the bank/processor in a currency other than that of the original sale; or
- The merchant is unable to prove to the satisfaction of the bank/processor that the debit of the cardholder's relevant account was authorised by the cardholder; or
- The merchant has not provided the product(s) purchased by the cardholder; or (in the card issuer's exclusive opinion) the merchant has not supplied the product(s) as advertised;

or

• In the card issuer's exclusive opinion, the product(s) supplied were not of merchantable quality or fit for their intended purpose.





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