Chargeback response

How card disputes work, what evidence decides each reason code, a representment you can adapt, and how to keep your dispute ratio down.

1. What a chargeback is, and what it is not

A chargeback is not a court process and not a statutory right. It is a rule of the card scheme — Visa, Mastercard, American Express — under which the cardholder's bank reverses a payment and asks your bank to justify it. UK Finance puts it plainly: chargeback is not a legal right, and there is no guarantee money is recovered. The scheme rules decide the outcome, the timetable and the evidence that counts. Consumer law sits behind the dispute and shapes who is right; the scheme decides who is paid. [1]

Four routes are routinely confused. A customer may have more than one open at once, and your reply differs in each.

Route	Basis	Who decides	Window
Chargeback	Card scheme rules	Issuer, then scheme arbitration	Commonly 120 days from the transaction or from expected delivery; longer in some delayed-delivery cases [1][2]
Section 75, Consumer Credit Act 1974	Statute: lender jointly liable with supplier	Card issuer, then the Financial Ombudsman	Credit cards only. Cash price over £100, not more than £30,000 [3]
Section 75A	Statute: linked credit agreements	The lender	For credit outside s 75, on its own thresholds [3]
County court claim	Contract and the Consumer Rights Act 2015	A district judge	Six years from breach — Limitation Act 1980, s 5 [4]

> **Read the reason code before you write a word**
>
> Every chargeback arrives with a numeric reason code: goods not received, not as described, duplicate processing, unauthorised transaction, cancelled recurring payment, credit not processed. The code defines what you must prove. A response arguing the wrong point loses even where the merchant is plainly right, because the reviewer matches your evidence against the requirements for that code.

2. The timetable

Cardholder filing windows are generous; merchant response windows are not. Filing is commonly up to 120 days, running from the transaction date, the expected delivery date or the service date depending on the reason. Merchant representment windows are materially shorter and vary by scheme, and your acquirer or processor may impose a tighter internal deadline than the scheme's own. Work to the date your acquirer gives you, never one you calculate yourself. [2]

- Retrieval or inquiry. Some schemes let the issuer ask for information before a formal dispute. Always answer these — resolving here avoids the chargeback and the fee.
- Chargeback raised. Funds are debited provisionally, with a fee that is not refunded even when you win.
- Representment. You submit evidence through the acquirer. That is the response drafted below.

— Pre-arbitration and arbitration. The issuer may escalate. Filing and ruling fees are substantial and the loser pays both, so for smaller transactions the economics usually stop here.

3. Evidence, by family of reason code

If the code says	What actually decides it
Goods or services not received	Proof of delivery to the cardholder's address with date and time; full tracking history; signature or photograph; for services, attendance or access logs. Delivery to an address other than the one held by the issuer is the most common losing fact.
Not as described, or defective	The listing as it appeared on the purchase date, with photographs and specification; any inspection or test report; the returns policy; the message thread. Archive listings by date — a page reconstructed afterwards is not evidence.
Unauthorised or fraudulent	AVS and CVV2 results; 3-D Secure authentication data; IP address and device fingerprint; prior undisputed orders from the same account, card or address; delivery to a verified address.
Credit not processed	The refund record with date and amount, or evidence the goods were never returned, plus the policy the customer accepted.
Cancelled recurring transaction	Sign-up record; the cancellation terms accepted; renewal notices sent; what happened when the customer asked to cancel and when.
Duplicate processing	Both transaction records showing separate orders, authorisations and settlements.

4. Sample representment

Adapt to the reason code. Keep it factual, numbered and short — the reviewer is working a queue and matching your documents against a checklist, not weighing an argument.

Chargeback response — representment
Merchant: [trading name] · MID: [merchant ID]
Case reference: [acquirer reference] · Reason code: [code and description]
Transaction: [card last four] · [amount] · [date] · ARN: [acquirer reference number]

1. Summary
The transaction was authorised by the cardholder on [date] and the goods were delivered to the cardholder's registered billing address on [date], signed for by [name]. The cardholder did not contact us before raising this dispute. We ask that the chargeback be declined and the transaction re-presented in full.

2. The order
Order [number], placed at [time] on [date] through [website / telephone / in store]. Items: [description and quantity]. Total [amount], including [amount] delivery. The billing address matched the address held by the issuer — AVS response [code], full match. The security code matched — CVV2 response [code]. The transaction was authenticated through 3-D Secure at [time]; the log is at Exhibit C.

3. Delivery
Dispatched [date] by [carrier]. Tracking [number]. Delivered [date] at [time] to [address]. Proof of delivery, including [signature / photograph / GPS coordinates], is at Exhibit D. The delivery address matches the cardholder's billing address in every particular.

4. What the cardholder agreed to

At checkout the cardholder actively accepted our terms and returns policy at [time] on [date]; the acceptance log is at Exhibit E and the terms as they stood that day are at Exhibit F. Clause [x] provides a returns window of [n] days. No return was requested within that window, or since.

5. Contact history
[Either] We hold no record of contact from the cardholder before this dispute. [Or] The cardholder contacted us on [date]; we replied on [date] offering [remedy], which was [accepted / not answered]. The thread is at Exhibit G.

6. Why the chargeback should be declined
The reason code alleges [restate it]. The evidence shows [one sentence]. The requirements of the reason code are therefore not met.

Exhibits
A — order record. B — invoice and settlement record. C — authorisation and 3-D Secure log. D — proof of delivery. E — terms acceptance log. F — terms as at the purchase date. G — correspondence.

[Name] · [Position] · [Date] · [Email and phone]

5. Where merchants lose cases they should win

— Missing the acquirer's deadline. No discretion, no review, case lost.

— Narrative instead of documents. Timestamped screenshots and carrier records beat paragraphs of explanation.

— Answering a different complaint from the one the reason code describes.

— Refunding after the chargeback is raised, which can mean paying twice. Tell the acquirer before refunding anything already in dispute.

— Terms never actually presented. A policy behind a footer link is weak evidence of agreement; an affirmative tick with a timestamp is strong.

— No archived listing, so you cannot prove what was described on the day.

— Delivery to a workplace or neighbour without the customer's recorded instruction.

6. Ratio, not just outcome

Schemes place merchants in monitoring programmes on the ratio of disputes to transactions, not on whether individual disputes were fair. Sustained breach brings fees, remediation requirements and, at the far end, loss of the merchant account. Two practical consequences: refund early where the customer is plainly right, and use the scheme alert and inquiry services that let you resolve before a dispute is recorded.

— Track chargebacks as a percentage of monthly transaction count, by reason family.

— Investigate any family exceeding a tenth of your disputes — it usually points at a process fault: unclear listings, slow dispatch, an unrecognisable billing descriptor.

— Make the billing descriptor match the trading name the customer knows. A large share of 'unrecognised transaction' disputes are simply that.

— Send dispatch and delivery confirmations. Customers who can see tracking rarely dispute.

— Record who owns dispute response internally, and cover it when they are on leave.

> **When the customer is right, pay**
>
> If goods were faulty, misdescribed or never arrived, the Consumer Rights Act 2015 gives a remedy and the dispute is not winnable on the merits. Defending it costs the fee as well as the money, and the customer still has section 75 and the county court, where interest and the court fee are added to the bill.

7. Records, and how long to keep them

— Order, authorisation and settlement records: six years, matching the limitation period for a contract claim [4].

— Delivery evidence and carrier data: export it rather than relying on a carrier portal that purges after months.

— Listings and terms, versioned by date.

— Dispute correspondence, outcomes and fees, by reason code.

— Keeping personal data for these periods needs a lawful basis and a retention policy under UK GDPR, and the period should appear in your privacy notice [5].

Where this comes from

Every statement above traces to one of these. Primary legislation is on legislation.gov.uk; regulator guidance on gov.uk. Check the current version before relying on any of it — consumer law has changed twice since 2024.

1 UK Finance — chargeback and section 75
Chargeback is a scheme rule rather than a legal right; the usual 120-day window running from the transaction or from when goods were due.
ukfinance.org.uk/our-expertise/cards/chargeback-and-section-75

2 Card scheme rules — Visa and Mastercard
Filing and representment windows, reason codes, monitoring programmes. Visa Core Rules and Product and Service Rules; Mastercard Chargeback Guide. Revised periodically — your acquirer will confirm the version that applies to you.
visa.co.uk · mastercard.com

3 Consumer Credit Act 1974, ss 75 and 75A
Joint liability of creditor and supplier; the £100 to £30,000 cash price thresholds.
legislation.gov.uk/ukpga/1974/39/section/75

4 Limitation Act 1980, s 5
Six years for an action founded on simple contract.
legislation.gov.uk/ukpga/1980/58/section/5

5 ICO — accountability and data retention
Lawful basis and retention periods for order and delivery records containing personal data.
ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/

6 Financial Ombudsman Service
Where the card issuer’s handling of a chargeback or section 75 claim is itself disputed.
financial-ombudsman.org.uk