## **Dispute resolution mechanism**

Any charge or other payment requisition received from a service establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the service establishment in the amount and by the Cardmember referred to in that charge or other requisition, as the case may be, by the use of the Card except where the Card has been lost, stolen and properly informed to the Bank as per Sections 27.1 and 27.2 in the Card member agreement.

The burden of proving fraudulent use of the Card shall be on the Cardmember. The other payment requisition referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Cardmember at a service establishment by use of the Card which is not recorded as a charge, such as miscellaneous hotel charges etc. Signature of the Cardmember on such charge, slip together with the Card number noted thereon shall be conclusive evidence as between the Bank and the Cardmember as to the extent of liability incurred by the Cardmember and the Bank shall not be required to ensure that the Cardmember has duly received the goods purchased/to be purchased or has duly received the service availed or to be availed to the Cardmember's satisfaction. Should the Cardmember disagree with a charge indicated on the statement, the same should be communicated to reach the Bank within 20 days of receipt of the statement, failing which, it would be construed that all charges and statements are entirely in order. Authority to charge Cardmember's account in respect of charge made/to be made, services availed/ to be availed would be given by the Cardmember either in the form of a charge slip as used at the service establishment and provided by the Bank or such other form as may be prescribed by the Bank. The Bank shall make bona fide and commercially reasonable efforts to resolve an aggrieved Cardmember's disagreement with the applicable charge indicated on these statements on receipt of the notice of disagreement. If after such effort, upon Bank determines that the charge indicated on the statement is correct, then it shall communicate the same to the Cardmember along with details including a copy of the charge slip or payment requisition. The Cardmember shall thereafter without demur make payment, including interest and any other applicable charges. The Cardmember will be liable for any exchange loss, which may result from the cancellation, reversal or refund of a transaction including refunds or reversals due to disputed transactions.