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Disputes Policy

1. About This Policy

This Disputes Policy applies to your use of the following Tabby Products: Tabby Card and Tabby Cash (including the Tabby Cash Account and Tabby Cash Card).

It sets out the process for raising and resolving disputes in compliance with applicable laws and regulations, including the CBUAE Stored Value Facilities Regulation, as well as relevant card scheme rules (this "Disputes Policy").

2. How To Submit Disputes

You may submit a dispute relating to the covered Tabby Products through the following channels (the "Access Channels"):

- By contacting our Helpline at 800 82229
- Via the Disputes tab on the Tabby App

3. Account Disputes

You may raise a dispute in relation to your Tabby Cash Account in the circumstances set out below.

Failed Top-Ups

If you top up your Tabby Cash Account using a debit or credit card and:

- the credited amount does not match the intended amount; or
- the funds are not credited at all,

you may raise a dispute with us. We will review the transaction and, where an error on our part is identified, correct it promptly. If we are unable to resolve the matter, you may be required to contact the issuing bank of the card used for the top-up.

Transfers Sent to the Wrong Account

You are responsible for ensuring that all beneficiary details provided for local or peer-to-peer transfers are accurate.

If a transfer is sent to the wrong account due to incorrect details provided by you:

- we may make reasonable efforts to recover the funds for a fee of **AED 105**; however
- recovery cannot be guaranteed.

If you did not initiate the transfer, please contact us immediately. We may temporarily block your account to prevent further unauthorized activity.

Unauthorised or Unrecognised Transactions

You may raise a dispute if you identify any of the following:

- unauthorised debits or credits;
- inbound transfers you do not recognise or suspect to be fraudulent;
- failure to receive funds you initiated or were expecting; or
- discrepancies or unexplained entries in your account statement.

If you suspect fraud or unauthorised activity, contact us immediately via the Access Channels. We may temporarily block your account while we investigate.

4. Card Disputes

You may raise disputes relating to your Tabby Card or Tabby Cash Card (together, the "Card(s)") provided that you meet all of the following eligibility requirements (the "Eligibility Criteria"):

- the transaction was made using one of your Cards;
- your Tabby account is not blocked or suspended;
- the transaction does not relate to a subscription, pre-authorised payment, or free trial you failed to cancel;
- you have reviewed the merchant name (which may differ from the brand name) and reasonably believe the transaction to be unauthorised or incorrect;
- you are not misusing this Disputes Policy or engaging in fraudulent activity;
- for product or service disputes, you have first attempted to resolve the matter directly with the merchant and allowed 15 days for a response;
- you can provide evidence of your attempt to contact the merchant and any supporting documentation; and
- the dispute is submitted within 60 days of the transaction date and falls within one of the qualifying categories below.

5. Types of Card Disputes

Product or Service Issues

You may raise a dispute where:

- the product or service was not delivered;
- the product or service received was materially different from what was ordered;
- the product was defective; or
- you returned a product or cancelled a service but did not receive a refund.

Supporting documentation (such as invoices, correspondence, or refund receipts) will be required.

Unauthorised or Incorrect Charges

You may raise a dispute if you believe your Card was:

- charged without your authorisation;
- charged more than once; or
- charged an incorrect amount.

Upon receiving your dispute, we will investigate whether the transaction was processed securely and in accordance with our security protocols, for example, whether it was completed using an OTP, biometric verification or was a contactless transaction.

If our investigation confirms that the transaction was authorized, or that your Tabby App login credentials and/or Card details were shared with a third party (either knowingly or unknowingly), Tabby will not be liable for any resulting losses.

You are responsible for all transactions made using your Cards until you report your Card credentials or device as lost or stolen by contacting us through the applicable Access Channels.

6. Suspicious Activity

If you detect any suspicious activity on any of your Tabby Products, we strongly recommend freezing your Cards/account immediately via the Tabby App to help prevent unauthorized use.

7. Escalating a Dispute (Chargebacks)

You must meet all applicable Eligibility Criteria and raise a dispute with us before proceeding to escalate a dispute against the merchant. If you choose to escalate a dispute, you will be required to submit a completed Information Request Form ("Request Form") within the timeframe specified by us.

Review and card scheme process

Upon receiving your completed form and any supporting documentation, we will review the submission and raise it with the card scheme provider involved in processing the original transaction. It may take up to forty-five (45) days from the date the dispute is initiated for the merchant to respond.

The card scheme provider will carry out its own investigation and provide an outcome within one hundred and twenty (120) days from the date we receive a complete and valid Request Form, together with any additional information we may request.

This timeline may vary depending on the nature of the transaction and dispute, and disputes relating to international transactions may require additional time to resolve. The final decision is made by the card scheme provider and not by Tabby.

Fees and Unsuccessful Disputes

If your dispute is unsuccessful, a processing fee of AED 25 (exclusive of any taxes) may apply. This fee will be deducted from your available balance (in the case of a Tabby Cash Card) or your credit limit (in the case of a Tabby Card).

If your balance is insufficient, you agree to pay the outstanding fee immediately upon request. Tabby is not responsible for any losses you may incur as a result of raising a dispute, regardless of the outcome.

Rejection of disputes

Disputes submitted outside of required timeframes, or with incomplete documentation, may be rejected.

Card restrictions during review

Once a dispute is raised and under review, Tabby reserves the right to temporarily freeze your Cards until the matter is resolved.

Refunds and payment obligations

If you paid for a purchase upfront, either partially or in full, and we proceed with raising a dispute that is resolved in your favour, your payment will be refunded. Refunds will be issued to the original payment method used, either your credit limit or available balance, as applicable. Any amounts due and payable to Tabby, as reflected in the Tabby Card statement, must continue to be paid during the dispute process.

8. When This Policy Does Not Apply

This Disputes Policy does not apply in the following instances:

- Payments that breach Tabby's ethical standards or internal policies.
- You have knowingly shared your OTP, card credentials, or any other Tabby App login details with third parties.
- Fraudulent charges resulting from your voluntary entry of card information on unsecure websites or platforms.
- Transactions related to illegal activities, including (but not limited to) gambling-related payments.
- Top-ups made by third parties via IBAN transfers. In such cases, the third party should contact their issuing bank. However, if a chargeback is initiated by the issuing bank, you agree to fully cooperate with Tabby by providing any required documentation or information.

9. Record Keeping and Data Use

Tabby will maintain a record of all disputes made for a minimum period of six years from the date of receipt of the dispute. Records will contain the name of the complainant, the substance of the dispute, a record of Tabby's response, and any other relevant correspondence or records, and the action taken by Tabby to resolve each dispute.

During the dispute process, Tabby will collect and process your personal and transaction information to investigate and help resolve the dispute. All information provided will be handled in accordance with Tabby's Privacy Policy and applicable data protection laws.

10. General

Any capitalized terms used in the Disputes Policy that are not specifically defined herein shall have the meanings ascribed to them in General Terms.

If you are unsatisfied with the way in which Tabby handles a dispute that you have raised, you have the right to file a complaint to us via the Access Channels. Further information about making a complaint is set out in General Terms.