Statement of the Business Process

If a consumer thinks a transaction that appears on their statement/ online transaction history is an error, possible fraud or the consumer has lost or had card stolen and notices transactions consumer did not make, the consumer has the right to dispute the transaction within a timely manner (up to 120 days from the transaction date in dispute). This is accomplished by completing a "Transaction Dispute" form that can be found on Partner website or WEX Health Support Center site (keyword search on dispute). WEX Health, Inc. partners with FIS Card Services (our card processor) for our dispute management process. Once a dispute form is received, FIS Dispute Services will open a case and begin the process to make every attempt allowed within IRS regulation E process to credit consumer back for disputed charges. FIS Dispute processing cannot investigate into why the fraudulent activity occurred and does not have access to any information releated to who made the fraudulent changes or were they were initiated from.

Standard Operation Procedure for Transaction Dispute Process

- 1. If fraud is suspected the consumer contacts their plan administrator to have card marked as lost/stolen, thus triggering new card with new card number to be mailed and administrator provides consumer a copy of standard transaction dispute form to complete and submit to card dispute services (address/fax on dispute form). Note: if Dispute Services receives a dispute and card is not marked as lost/stolen and replaced, dispute services may mark the card as lost/stolen (however, not replaced) in order to proceed with the dispute process.
- 2. Consumer identifies transaction(s) that they question
- Consumer completes Transaction Dispute form (obtained from Partner website or directly from Partner) (Note: Transaction being disputed must be no older then 120 days from disputed transaction date)
- 4. Consumer signs Transaction Dispute form
- 5. Consumer Submits signed Transaction Dispute form to FIS Card Services (fax and address info on Dispute form) (Note: Transaction Dispute forms that are not signed cannot be processed). Note: Card Services is not responsible for dispute forms that are sent to any other fax/mailing address besides those on the standard dispute form. Consumers are encouraged to either send form as certified mail or save fax receipt.
- 6. If the dispute appears to be a legitimate Dispute, Within 3-5 business days from receipt of dispute, Card Services marks transaction as "Disputed" within the dispute processing system, this opens a case, and initiates/triggers the automated dispute process to begin, at this time a letter is triggered to the consumer acknowledging the dispute. If the dispute is related to suspencted fraud, a "provisional credit" will be applied to the card for the amount disputed within 10 business days from date that the case is opened (marked as Disputed) (this is not to be confused with the dispute received date). This "provisional credit" is temporary and can be retracted. (retractions can occur if consumer does not reply to any additional requests that are received from dispute services, within the specified time frame)

Note: If dispute is not valid for any reason, Card Services will send letter to consumer notifying consumer.

- a. Sample items reviewed to determine a valid dispute are:
 - i. Is form complete
 - ii. Is a transaction actually being disputed

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- iii. Is the transaction date being disputed within 120 days of dispute receipt date.
- iv. Does consumer have a habitual history of dispute submission
- b. Please Note: if consumer submits Documentation Receipt request information on a Transaction Dispute form with a check for ineligible payment, etc.., Card Services does not process these and will destroy (Shred) the check and transaction dispute form, as this is not a dispute. Consumer are not notified via any direct communication from card services regarding this.
- 7. If dispute services needs supporting documentation from the consumer prior to the 1st chargeback, a request will be sent to the consumer via mail. Consumer will have 20 days to provide additional documentation requested.
- 8. After the provisional credit has been issued, the claim is assigned to a FIS dispute representative who performs additional research (i.e. request additional information from the consumer or request a sales draft from the merchant) The Merchant has 30 days from issuance of provisional credit to reply with this information
- If Dispute Services request a sales draft from the merchant, then they have 30 days to respond. If the Merchant provides adequate documentation to deny the claim, then the provisional credit will be reversed via an offsetting debit.
- 10. If the merchant does not provide the requested sales draft the Dispute Services will process a chargeback. The merchant has 45 days to process a representment from the date the 1st Chargeback settles. The merchant will provide evidence to support their denial of the 1st Chargeback that was presented. Documents from the merchant are received and reviewed by dispute team. Dispute rep will review the documents that are provided in the merchant's representment and determine if there are further chargeback rights available. If there are further rights, dispute team will complete the Pre-Arbitration case/2nd Chargeback. If there are not further rights, dispute rep will close the case and notate with the reason for closure which updates in the WEX Health application. If an updated response is needed from the consumer, the consumer will be sent a letter to review and provide an updated letter to further the chargeback process.
- 11. If the re-presentment does remedy the chargeback and provides sufficient information to deny the claim, then the Provisional Credit will be reversed and consumer is sent a letter to this fact.
- 12. If at any time additional information is required by the consumer, this is requested in writing to the consumer. If the consumer does not provide this information within 20 days (or date specified in letter), the dispute rep will make every attempt to continue processing the dispute however missing critical information may result in the Provisional Credit being reversed and the claim denied.
- 13. Administrators are not directly notified of any disputes received by FIS dispute services or in process, unless the consumer notifies them directly. Administrators can recognize a disputed account by the fact that there is a line item "automated chargeback, or DRC Dispute" and will also see "memo" notes in the transaction history for the cosumer. The actual disputed transaction process is between the consumer and card dispute services.

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- 14. If/when the provisional credit is turned into a permenant credit. The consumers account will receive an offsetting debit to remove provisional credit and then a credit for the permenant credit. This offsetting debit and permenant credit will appear on next days settlement update.
- 15. While this is the exception as opposed to the norm, if a consumer is disputing a transaction that is outside of the allowed time frame for which dispute rights are available, the Administrator can request WEX Health make a request to card dispute services to credit the consumer account for the disputed amount as a "first and final" credit. This means that no investigation is performed and a credit is just applied to the consumer account. In this case, the Administrator would be responsible for this credit and would be invoiced by WEX Health for this credited amount. This first and final credit will apply to the consumers card account.
- 16. Probing questions to ask consumer if they contact you (Suspected Fraud)
- Is your card in your possession? If not, the card is given the status of Lost/Stolen
- Have you done business lately with this merchant?
- · Does the name of the merchant listed on your statement sound familiar?
- Do you have charges that bill regularly to the account?
- Have you placed an order over the phone recently? For example, from a catalogue?
- Have you placed an order over the Internet recently? Did you try to submit an order but it didn't appear to go through?
- Did you recently accept a trial offer from a mail, phone, or Internet solicitation?
- Have you ever used an ATM in (city and state of transaction)?
- Have you travelled recently? Do you remember where you were around the time of the transaction?
- Does anyone have access to your social security number?
- Has anyone else ever been permitted to use your prepaid card to withdraw money from an ATM?
- Did you provide your PIN to that person?
- Do you store your PIN near or on your prepaid card? Is it written down anywhere?

Probing questions to ask consumer if they contact you (Non-Fraud related)

- Did you try to resolve the matter with the merchant?
- What was the last date MM/DD/YY that you attempted to resolve with the merchant?
- Please provide a description of the merchandise/services not received.
- What date did you expect to receive merchandise/services?
- If ordered merchandise or service under a free trial offer: What date did the free trial offer begin and on what date did the free trial end? What date did you cancel?
- If cancelled merchandise or services: What date did you cancel? Were you provided with a cancellation number? What is the cancellation number? Did you cancel according to merchant's cancellation policy?
- If paid by other means: Please provide a copy of your cash receipt or card statement.
- If received the merchandise/services and it was defective or not as described: Please explain how it was different from what you ordered.
- If merchandise returned: Do you have proof of return shipment? Name of shipping company used to return merchandise and Invoice/tracking number. Please provide proof of return receipt and date merchandise was returned back to merchant.
- Credit not processed: Do you have a copy of your credit receipt?

Authorization Exceptions

- Pay at the Pump Merchants- MCC 5542 /Card Activated Terminal (CAT) Level 2 transaction types are only required to get a \$1.00 authorization and it's good for up to \$100.00
- Travel and Entertainment Merchants (T&E) are allowed to get multiple authorizations as well as a percentage over the transaction to cover for tips etc.
 - Gratuity is Added 20%
 - Hotel/Motel 15%
 - Vehicle Rental 15%
 - Cruise Lines 15%
- Payment Service (QPS/CPS) merchants have up to a \$35.00 to \$50.00 transaction protection amount where no signature is required and we do not have fraud chargeback rights (Taxi's, Fast Food Restaurants, Theaters etc.)

Additional Information

- In cases of unauthorized or fraudulent activity, the card must be blocked/replaced and listed on the exception file in order to continue with dispute processing
- The consumer is responsible for monitoring transaction claim activity on their account.
- There is a \$25.00 chargeback minimum
- Dispute services Fax number is (800) 253-1220