

# MBNA Payment Initiation Services Agreement

Effective from 1st October 2020

Please read this information before signing up for our payment service.

By signing up and using our payment service (the “**Service**”) you agree to be bound by the terms below.

Please read our Privacy Notice, which you can find at [mbna.co.uk/privacy](https://mbna.co.uk/privacy) for the Service. It explains how we'll use your personal information and gives details about how we use cookies.

## About the Service

The Service is our payment initiation service to allow you to make payments to your MBNA credit card from an online payment account held with another account provider.

The Service is offered to customers in the UK only and is not intended for use by customers located or resident in any other jurisdiction, including Jersey, Guernsey, the Isle of Man or Gibraltar.

## Terms and Conditions

This agreement applies only to your use of this Service. It does not affect any of the terms and conditions that relate to the accounts or other services we provide to you. This agreement applies to the payment you are currently making only and we will not change any of its terms after you agree to it.

Please print or download and keep a copy of this agreement for your records. It applies to the payment you are making now and we will enter into a new agreement with you each time you use the Service to make another payment. Future agreements may be on different terms.

In this agreement:

**'You'** are the customer using the Service; and

**'We'** are MBNA Limited.

### 1. What is the Service and what can you do with it?

- 1.1 The Service is a payment initiation service through which you can transfer funds directly from your accounts with other providers to make payments to your MBNA credit card.
- 1.2 You will be able to make payments from online payment accounts you hold with other account providers in order to make payments on a credit card you hold with MBNA.
- 1.3 In order to provide the Service we will access your online accounts with other payment service providers by using a dedicated interface (such as an application programme interface or “API”) set up by the payment service provider.
- 1.4 You give explicit consent for us to contact the payment service providers of the accounts you use to make payments to your MBNA credit card and to initiate payments from those accounts on your behalf.

### 2. What will you need to do?

- 2.1 Your right to access and use the Service is personal to you and is not transferable.
- 2.2 The information you provide must be accurate, complete and up to date and must not give a false impression of your identity.
- 2.3 You must not use the Service or any software we provide (e.g. our Mobile Banking App) for any unlawful purpose or in a manner that is inconsistent with this agreement and must only use the Service in connection with personal and non-commercial activity. You may not adapt, alter, modify, copy or reverse-engineer any part of the Service or allow someone else to do the same.
- 2.4 You must always keep your security details and any device used to access the Service secure and not share them with anyone, including any joint account holders. You must also ensure that only biometric information (such as your fingerprint when using Touch ID) relating to you is registered on any devices you use to access the Service. We'll never phone, text or email you asking for your password or memorable information.

### 3. What happens if something goes wrong?

- 3.1 We will be liable for loss or damage you suffer as a foreseeable result of us breaching this agreement, our failure to meet our obligations under applicable law to protect your information and keep it secure or of any obligation that can't be limited or excluded as a matter of law.
- 3.2 We will have no liability for any loss or damage arising from your use of the Service to the extent that another of your payment service providers is responsible for that loss or damage.
- 3.3 We will not be liable for any loss or damage caused as a result of unauthorised access to the Service or any of your accounts if:
  - a. you intentionally or negligently failed to take all reasonable precautions to protect your security details or any device used to access the Service;
  - b. you failed to notify us that the Service was being accessed in an unauthorised way after becoming aware of it; or
  - c. you acted fraudulently.
- 3.4 If you suspect that a payment from one of your accounts using the Service was not authorised or was incorrect, you must contact the provider of the account from which the payment was made as soon as possible. If we are at fault for the unauthorised or incorrect payment we will handle this directly with the account provider.
- 3.5 The Service will usually be available at all times but occasionally repairs, updates and maintenance on our and/or our service provider's systems may mean some or all of the Service won't be available or may be slow for a short time. We won't be liable to you if you suffer any loss in such circumstances.
- 3.6 We may suspend, restrict or stop your use of the Service if we reasonably think this is necessary because, for example:
  - a. we think the security of your account or the Service is at risk;
  - b. we suspect unauthorised or fraudulent use of your security details or the Service;
  - c. we must comply with a legal or regulatory requirement;
  - d. you've knowingly given us false information about yourself or another account holder;
  - e. a systems failure has occurred; or
  - f. there is another reason beyond our reasonable control.
- 3.7 We may prevent access to the Service if you're using an outdated browser or are using a version of an app we no longer support. The Service functionality may also be affected by your browser settings. You can restore your access by updating to the latest version of the browser or app, or by reinstating settings that have been disabled.
- 3.8 We may refuse to initiate a payment using the Service where:
  - a. You provide incorrect or incomplete information;
  - b. We do not receive your consent to initiate the payment;
  - c. We believe the payment is likely to fail (e.g. if there are insufficient funds in the account from which you are making a payment);
  - d. We believe the payment is fraudulent or unlawful; or
  - e. any other reason where we are required to do so by law and regulation.

### 4. Will the Service cost you anything?

- 4.1 We will not charge for using the Service but depending on how you access the Service your network operator or internet provider may charge you for using the internet.

### 5. How will we contact you?

- 5.1 If we need to contact you about the service we may communicate with you in any way that is personal to you. This may include email, SMS, post, online notifications or any other appropriate messaging service.

### 6. How can you contact us?

- 6.1 You can get in touch with us by calling us. Details of our telephone (including textphone) numbers are available within Internet Banking on our website.

### 7. Your Data

- 7.1 You explicitly consent to us processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect our respective rights and obligations under data protection legislation.

## 8. If you're not happy with the Service who can you complain to?

- 8.1 If you have a complaint, please contact us using the details above. We'll send you a written acknowledgement and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.
- 8.2 If you remain dissatisfied, you may be entitled to refer your complaint to the Financial Ombudsman using the contact details below.

Address: Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Telephone: **0800 023 4567** or **0300 123 9123**  
Email: **complaint.info@financial-ombudsman.org.uk**  
Website: **www.financial-ombudsman.org.uk**

- 8.3 You may also be able to submit a claim through the European Online Dispute Resolution Platform (available at **ec.europa.eu/consumers/odr**) if you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service, although this may not be available if the United Kingdom is not a member state of the European Union or part of the European Economic Area.

## 9. What else do you need to know?

- 9.1 All the information we give you and all communications between you and us will be in English.
- 9.2 We may choose not to enforce or rely on one or more of these terms and conditions at any time, but we reserve the right to start applying them again at any time.
- 9.3 Calls may be monitored and recorded in case we need to check we have carried out your instructions correctly and to help us improve our quality of service
- 9.4 Credit Card(s) issued by MBNA Limited. Registered Office: Cawley House, Chester Business Park, Chester CH4 9FB. Registered in England and Wales under company number 02783251. Authorised and regulated by the Financial Conduct Authority. MBNA is also authorised by the Financial Conduct Authority under the Payment Services Regulations 2017, Register Number: 204487 for the provision of payment services.
- 9.5 We are authorised and regulated by the Financial Conduct Authority (FCA) under Registration number 204487. Authorisation can be checked on the Financial Services Register at **www.fca.org.uk**
- 9.6 We are also covered by the Financial Ombudsman Scheme.

## 10. Law applying to this Agreement

- 10.1 This agreement is governed by the law that applies to the account that you are accessing through the Service (for example, if English law applies to your account, the same law will apply to your use of PISP services). The courts of that jurisdiction will also be able to deal with any legal questions connected with this agreement.

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Please contact us if you'd like this in Braille, large print or audio format.

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Credit Card(s) issued by MBNA Limited. Registered Office: Cawley House, Chester Business Park, Chester CH4 9FB. Registered in England and Wales under company number 02783251. Authorised and regulated by the Financial Conduct Authority. MBNA is also authorised by the Financial Conduct Authority under the Payment Services Regulations 2017, Register Number: 204487 for the provision of payment services.

Calls and online sessions (e.g. completing an application) may be monitored and/or recorded for quality evaluation, training purposes and to ensure compliance with laws and regulations.