

Online Services agreement



mbna

Online Services agreement

This agreement is made up of these Online Services terms and conditions, and the Additional Services terms and conditions.

In this agreement:

- 'You' are the customer who has registered for Online Services; and
- 'We' are MBNA Limited.

What is Online Services?

Online Services is how you can access most of your personal accounts using a computer, mobile, tablet or other device, either through your browser or our app. It includes the Additional Services listed below.

We may also display information about accounts you hold with other Lloyds Banking Group companies.

What are the Additional Services?

Customers who are registered for Online Services may be able to use Additional Services, which currently include the following:

- Paper-free statements and correspondence;
- Smart Rewards;
- Mobile alerts;
- Card freezes.



Please read our privacy policy which can be found at: www.mbna.co.uk/privacy

It explains how we'll use your personal information and gives details about how we use cookies.

1. This agreement

- 1.1 This agreement applies to your use of Online Services and any Additional Services. If there are any inconsistencies between the Online Services terms and conditions and the Additional Services terms and conditions, the Additional Services terms and conditions will apply.
- 1.2 Unless we tell you otherwise, this agreement doesn't change any of the terms and conditions that relate to the accounts or other services you access through Online Services. We have separate account or service agreements with you for these. If we tell you that any of this agreement's terms apply to an account or other service you use but it conflicts with a term in your account or service agreement, the term in this agreement will apply.

2. Charges

- 2.1 We don't charge you to use Online Services or the Additional Services but your network operator or internet provider may charge you for using the internet.
- 2.2 Any charges that apply for making transactions using Online Services will be made under your relevant account agreement, not this agreement. This is explained in the information we give you about the account.

3. Using Online Services and the Additional Services abroad

- 3.1 You should be able to view information or perform transactions on your accounts if you use Online Services in a country outside the UK.
- 3.2 If you want to use Online Services or any of the Additional Services in a country outside the UK, you're responsible for finding out whether it is lawful to do so in that country. You're responsible for complying with its local laws. We're not responsible for any loss that results if you break local laws.

4. Accessing the Additional Services

- 4.1 We may provide some of our Additional Services automatically to you. Others you may need to activate. You can opt out of any of the Additional Services that are available to you in Online Services unless we have indicated your right to do so may be limited in some way.

5. Security

- 5.1 We will ask you to confirm your identity when you log in and before we accept certain instructions you give us through Online Services. We may also rely on some of the security functions on the devices you use when you access Online Services, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity.
- 5.2 We may use software and other technology to help us identify you, and to detect viruses or malicious software (malware) on the computer or device you use to access Online Services. If we detect these things, we may suspend, restrict or block your access to Online Services or the use of your security details. If this happens, you may not be able to access some or all of our Online Services again until you have removed the viruses or malware. If we tell you that you should use new security details to access your accounts, you must do so.
- 5.3 You must always keep your security details secure and not share them with anyone, including any additional cardholders. You must also ensure that only your biometric information (such as your fingerprint when using Touch ID) is registered on any devices you use to access Online Services. We'll never phone, text or email you asking for your password or memorable information.

- 5.4 You may use third party providers who offer account information services or payment initiation services (or both) so long as:
- they're authorised by law;
 - they're open and transparent about their identity;
 - they're acting in line with the relevant regulatory requirements.

If you are thinking of using a third party provider, you should check it is authorised before you use it.

6. Access to Online Services and the Additional Services

Please note: Not all Online Services are available 24 hours a day, seven days a week.

- 6.1 You can usually use Online Services and the Additional Services at all times but occasionally repairs, updates and maintenance on our systems may mean some or all of the services aren't available or may be slow for a short time.
- 6.2 We won't be liable to you if you suffer any loss in such circumstances. This is because you should be able to give us instructions by other means, for example by calling us.
- 6.3 We may suspend, restrict or stop your use of Online Services, the Additional Services or the use of your security details if we reasonably think this is necessary because, for example:
- a) the security of your account or Online Services is at risk;
 - b) we suspect unauthorised or fraudulent use of your security details or Online Services;
 - c) a device is being used that we do not recognise, seems to have been modified or is being used in an unusual way;
 - d) we must comply with a legal or regulatory requirement;
 - e) you've knowingly given us false information about yourself or an additional cardholder;
 - f) a systems failure has occurred;
 - g) a third party has failed to supply services;
 - h) something happens beyond our reasonable control;
 - i) this agreement ends.
- 6.4 We may prevent access to Online Services if you're using an outdated browser or are using a version of our app we no longer support. How well Online Services works 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.
- 6.5 We may de-register you or suspend your use of Online Services or security details for security reasons if you haven't used them for a long time or do not use them for 90 days after registering. If we do this, you can ask us to reactivate them but you may need to re-register.
- 6.6 If possible, we'll contact you before suspending, restricting or blocking your access to tell you we're doing so and why. We explain how we may contact you in section 9 of this agreement. However, we may not always be able to contact you, for example because of legal or regulatory restrictions.
- 6.7 You must not use Online Services or any software we provide (e.g. our app) except for your own use. You may not adapt, alter, modify, copy or reverse-engineer it or allow someone else to do the same.

7. How you can end this agreement

7.1 You may end this agreement at any time without explanation or charge by calling our help desk.

8. How we can end or change this agreement

8.1 We'll usually notify you of changes using your Online Services secure inbox, but we may also use email, SMS, post, online notifications or any other appropriate messaging service. Provided we give you at least two months' notice in advance, we can:

- a) change any of these terms or conditions, including introducing or changing charges, changing the terms or conditions of the Additional Services, or withdrawing an Additional Service;
- b) end this agreement.

We can also make a change that is to your advantage without telling you in advance.

8.2 The notice period will start from the date we tell you we have delivered the notice to your Online Services secure inbox or have sent it by one of the other means.

8.3 We can make a change for a reason set out below. If we do, the change we make will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

Types of change

- A change in regulatory requirements – for example, if the law changes or our regulator changes its rules or guidance.
- To reflect changes in Online Services or the Additional Services available to you.
- To do something that is to your advantage.
- A change in the cost of providing Online Services.
- Any other change that affects us if it is fair to pass on its impact to you.

8.4 We may make changes for any other reason we cannot foresee.

8.5 If you don't want to accept a change we tell you about in advance, you can end this agreement by telling us before the change comes into effect. You can also end this agreement at any time after we make the change but the change will apply to you until you do.

9. How we'll contact you

9.1 If we need to contact you about Online Services or the Additional Services, we'll normally do so through your Online Services secure inbox. We'll never change any documents held in your Online Services secure inbox or your personal account area after we have sent them.

9.2 We may also communicate with you in any other way that is personal to you. This may include email, SMS, post, online notifications or any other appropriate messaging service.

9.3 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we won't be responsible if we can't contact you or we use outdated contact details to send you information.

10. How you can contact us

10.1 You can get in touch with us by calling us. Details of our telephone numbers are available within Online Services and on the website.

11. Complaints

- 11.1 If you have a complaint, please contact us using the details available within Online Services or on the website. We'll send you a written acknowledgement within five business days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.
- 11.2 If you remain dissatisfied, you may be entitled to refer your complaint to the Financial Ombudsman using the contact details below:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

0800 023 4567 or 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

12. Other information

- 12.1 All the information we give you and all communications between you and us will be in English.
- 12.2 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.
- 12.3 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.

13. Law applying to this agreement

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

Legal information

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.

For personal (unsecured) loans, MBNA Limited:

- Works exclusively with Lloyds Bank plc.
- Is a credit broker and not the lender.

MBNA is a trading style of Lloyds Bank plc. Lloyds Bank plc Registered Office, 25 Gresham Street, London EC2V 7HN. Registered in England and Wales number 2065. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278. Lloyds Bank plc adheres to the Standards of Lending Practice, which are monitored and enforced by the Lending Standards Board: www.lendingstandardsboard.org.uk

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.

Additional Services

Paper-free statements and correspondence

These paper-free statements and correspondence terms apply to accounts you access through Online Services.

1. When you are registered for Online Services, we may send information about the accounts you can access through it electronically rather than on paper. You can tell us if you would prefer to receive this information on paper, but this may not be possible for some types of account.
2. If we send you information electronically, we'll do this by posting it in Online Services or sending it to your Online Services secure inbox. Any information you receive through Online Services will be in PDF, HTML or a similar format, that allows you to keep or download it. Your statements and correspondence contain important information, so we encourage you to keep a copy of them in a way that allows you to refer to them again in the future.
3. If you have a joint account and one of you registers for Online Services, we may send information about that account electronically through Online Services. If this happens, it means we will not have to send information on paper to either of you for that account.

Before you register for Online Services, you must first make sure all joint account holders agree you can do this. We'll write to them to confirm the change and stop sending information on paper. If they are not registered for Online Services they can sign up to the service to receive the information electronically.

4. If you ask us to change your account from one type to another, your agreement to receive statements and correspondence electronically will also apply to your new account unless you tell us otherwise.
5. We may still send you some or all of the information relating to your accounts on paper. For example, we may not be able to provide all of your statements or correspondence electronically and it may not always be appropriate for us to do so.

Smart Rewards

1. Eligibility

- 1.1 To be eligible for Smart Rewards you must:
 - a) be over 18;
 - b) have a credit card with MBNA;
 - c) be registered for Online Services.
- 1.2 You also need to activate individual offers before you can earn cashback.

2. Receiving cashback

- 2.1 Cashback you earn will be paid in line with the conditions that apply to the offer when you activate it.

- 2.2 We will normally pay cashback from credit card offers into your credit card account on or before the last working day of the month after the month we receive details of your payment. This may be in a different month from when you made the payment – see example:
- Friday 28 August – you activate an offer.
 - Sunday 30 August – you make a transaction that qualifies for £10 cashback.
 - Tuesday 1 September – we receive details of the transaction.
 - Friday 30 October – we pay £10 cashback to your account.
- 2.3 Cashback will act as a credit and reduce any balance showing on your account. It will not replace or reduce your credit card minimum payment for that month, unless the cashback amount reduces your outstanding balance to less than your minimum payment. Details can be found in your credit card terms and conditions.
- 2.4 Working days are Monday to Friday, except bank holidays.
- 2.5 If you have more than one credit card with us, you can change which account we pay the cashback into. Otherwise we will pay it into the account that's been open the longest.

3. When we don't pay cashback

- 3.1 You won't receive cashback if, at the time it is due to be paid:
- 3.1.1 you no longer have a credit card account we can pay it into;
 - 3.1.2 you're no longer registered for Smart Rewards.
- 3.2 We will not pay you cashback if doing so would break any law or regulation that applies to us.

4. Spending by additional cardholders on credit cards

- 4.1 Spending by additional cardholders will earn cashback for the primary cardholder on the account. We will use it to generate new offers but only the primary cardholder can register for cashback and activate offers.

5. Stopping the service and withdrawing or changing offers

- 5.1 We can temporarily or permanently stop you using the service immediately and withhold any unpaid cashback if we reasonably believe that:
- 5.1.1 you're abusing the service;
 - 5.1.2 you're trying to gain cashback by fraudulent or other illegal means.
- 5.2 We may withdraw the service by giving you two months' notice. If you have not broken this agreement, we will still pay you any cashback you have earned on transactions made up to the date we withdraw the service. You will not be able to earn any more cashback after this point.
- 5.3 We try to ensure that the information in the offers is accurate. If there are any errors in an offer, we may withdraw or correct it. This will not affect any offers we have already fulfilled.

6. Liability

- 6.1 We're not responsible for any loss, cost or charge you incur if Smart Rewards is unavailable or affected by an issue that is beyond our reasonable control.

Mobile alerts

What are mobile alerts?

Mobile alerts include any mobile alerts services we offer and any service messages we may send to your mobile phone or other devices.

1. Charges for mobile alerts

1.1 We won't charge you for sending mobile alerts. We're not responsible for any charges imposed by your mobile operator or app provider.

2. Accuracy of mobile alerts

2.1 The mobile alerts you receive are accurate when our systems create them. The details of funds available in your accounts and the status of any other information provided may change before and after you receive them.

2.2 We cannot guarantee the availability or successful delivery of mobile alerts. We're not responsible for any loss, cost or charge you incur if mobile alerts are unavailable at any time, or you don't receive an alert promptly or at all – for example, if your device is switched off or lacks signal or data connectivity.

3. Changing your mobile phone number

3.1 You must tell us if your mobile phone number changes or if your phone is lost or stolen. If you don't tell us:

3.1.1 We'll continue sending alerts to your old device or number until you tell us;

3.1.2 We won't be liable for any loss you suffer if someone else finds out your account information.

Card freezes

What are card freezes?

Card freezes give you more control by allowing you to select how and where your card can be used.

1. Eligibility

1.1 To set up a card freeze, you must hold an MBNA Limited credit card. The availability and features of each card freeze may differ.

2. Setting up a card freeze

2.1 Any card freezes you set up will apply to the card or cards you select – as identified by the 16-digit card number on the relevant cards – and to any replacement for those cards. The only exception is when you report a card lost or stolen. In this case, any card freezes you have set up will not apply to the replacement card, so if you want a card freeze to continue you will need to reset it yourself.

2.2 Who can set up and cancel a card freeze?

- Only the primary cardholder can set up and cancel a card freeze.

3. Adding and withdrawing card freezes

- 3.1 We may make new types of card freeze available at any time. If we withdraw a card freeze, we'll give you two months' notice unless we cannot do so for reasons outside our control.

4. Card freezes on lost or stolen cards

- 4.1 If you know your card has been lost or stolen, you should report this immediately by calling us or signing in to Online Services, rather than setting up a card freeze.

5. Exceptions and liability

- 5.1 When we receive a request for payment, we'll make every effort to act on any card freezes you have set up. However, sometimes transactions you request will still go through or may be declined. This may include any 'offline' transactions that are not referred to us for prior authorisation – for example, some contactless payments and recurring transactions, such as magazine subscriptions.
- 5.2 When we consider whether or not a transaction is permitted, we rely on the information retailers give us when they request a payment. If a retailer incorrectly describes the type of transaction you are making so it doesn't match a card freeze you have set up, we may allow or decline the payment accordingly.
- 5.3 We are not responsible for any loss, cost or charge you incur if we allow a transaction you request and authorise despite having set up a card freeze. Also, we are not liable for any loss, cost or charge you incur if a payment is made or declined for reasons beyond our reasonable control.

If you need this communication in another format, such as large print, Braille or audio CD, please contact us.

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages: www.relayuk.bt.com

SignVideo services are also available if you're Deaf and use British Sign Language: mbna.co.uk/accessibility/signvideo.html

If you need support due to a disability please get in touch.

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If you want to make a complaint, you'll find helpful information at: mbna.co.uk/support/complaints-procedure
To speak to us, call **0800 015 0375** or **+44 (0)1244 757 129** from abroad. Lines open 24/7.

Calls and online sessions may be monitored and recorded. Not all Telephone Banking services are available 24 hours a day, seven days a week.

This information is correct as of October 2022.