

Pay by Bank

Terms and conditions

These terms and conditions relate to the Pay by Bank service provided by Tesco Bank “**us**” and “**we**”. More information about the provision of payment services by us can be found in your Tesco Bank Credit Card terms and conditions.

1. What is Pay by Bank?

Pay by Bank allows you to make a payment to your Tesco Bank Credit Card, with funds from another bank account held by you with Tesco Bank or a different bank (“**other bank**”), through our Online Banking or Mobile app. It works by securely sending an instruction to your other bank, telling them to send the money from that account to your Tesco Bank Credit Card. The Pay by Bank service is also known as a ‘payment initiation service’ or ‘open banking transfer’.

2. How does Pay by Bank work?

How do I use the Pay by Bank service?

1. Input the amount that you want to pay towards your Tesco Bank Credit Card in our Online Banking or Mobile app.
2. Select the name of your other bank that holds the account that you want the top up payment to come from.
3. Review the transaction details and confirm that you want to proceed.
4. Input the details specified by your other bank to make the payment. Please note Tesco Bank will not see, check or retain those details as they are done through a secure link with your other bank.
5. After the payment has been successfully initiated details of the Pay by Bank transaction will be shown in your transactions for your credit card in our Online Banking and Mobile app, and will be included in your credit card monthly statements.

By submitting the transaction details you are consenting and authorising us to initiate the payment instruction with your other bank. Once submitted, we will relay your instruction to your other bank almost immediately in most cases.

When we make a Pay by Bank transaction, we act on your behalf with your consent in accurately relaying the payment instruction to your other bank. We do not act on behalf of your other bank and we have no control over your other bank’s acceptance or execution of the payment instruction (including execution timescales). Your other bank is responsible to you for executing all payment instructions from your accounts held with them.

Are there any charges for using the Pay by Bank service?

We will not charge you for any Pay by Bank service performed by us, but you should check with your other bank to confirm whether they apply any charges to Pay by Bank transactions.

What restrictions and timescales apply to the Pay by Bank service?

We apply the following restrictions and timescales to transactions made using the Pay by Bank service:

- The Pay by Bank service is currently only available to use with other banks based in the UK and who have signed up to this service. The list of available banks will be shown when you access the

Pay by Bank service on our Online Banking or Mobile app and you can check this list to see if your other bank is included.

- The Pay by Bank service is currently only available to use with pound sterling accounts and cannot be used to transfer money from accounts in foreign currencies.
- When using the Pay by Bank service to make a payment towards your credit card, the maximum amount you can transfer will be the higher of either your statement balance or current outstanding balance.
- We will send your instruction to your other bank immediately after you have confirmed the payment details and authorised the payment. We have no control over how long it will take your other bank to execute the instruction once it has been received, but we would normally expect the payment to be available in your account within 2 working days.

Please note that your other bank may also apply restrictions limits and timescales to Pay by Bank transactions.

3. What happens if things go wrong?

If you think that a Pay by Bank transaction may have been incorrect, unauthorised, or not properly executed (perhaps due to delay or other error), then **you should contact your other bank so that it can investigate and correct any error for you**. Your other bank will liaise with us if necessary. Your other bank will be responsible for providing you with any refund in relation to the Pay by Bank service (we are not responsible to you for this). You should contact your other bank as soon as you become aware, and no later than 13 months after the debit date for the payment.

4. Keeping in touch

How will you contact me?

We may contact you electronically (e.g. by text, email or in-app messaging), by post or by telephone using the contact details you give us. This means that you might only get an email or a text from us, and not receive a letter in the post. We'll never contact you asking you to share your security details.

We will not send you regular correspondence by post unless you ask us to. You can change your paperless preferences by logging into our Online Banking or Mobile app. We may still send you correspondence by post if we think that it's important or necessary, or if we think that your contact details may be out-of-date.

Please tell us if your name or contact details change. If you don't, we'll continue to use the details you last gave us, and we won't be responsible if we can't contact you or if we send confidential information using out-of-date contact details. For your security, we may block access to the Pay by Bank service if we're unable to contact you.

How will you communicate to me about the Pay by Bank service?

Communications about the Pay by Bank service will be sent to your document store in our Online Banking or Mobile app, so you should check your document store regularly. We'll let you know (by text or email) when a document is available for viewing.

What do I do if I have a query about the Pay by Bank service?

You'll find useful information about the Pay by Bank service at **tescobank.com**, on our Online Banking or Mobile App. Alternatively, you can contact us using the details below.

Can I speak to you on the telephone?

You can speak to us about the Pay By Bank service by calling us on **0345 300 4278***. Lines are open 24 hours.

You'll need your Tesco Bank security details to speak to us – these are the details known only to you that you set up when you opened your credit card. You'll need to use these, so we know it's you that we're speaking to.

Please note that, for your protection, telephone calls will be recorded and monitored to help detect and prevent crime, including fraud and may also be monitored for training and quality purposes.

For customers who are hard of hearing or have speech difficulties, we can be contacted using our Minicom service on **0345 671 0676*** or you can request TypeTalk on **18001 0345 835 3353***.

When you call us we will need to identify you. We'll do this by asking for information known only to you, and by requesting some of the digits of certain passwords, passcodes or security numbers. We will never ask you for your full PIN, password, Online Banking security number or Mobile App passcode over the telephone, or via email or text.

How do I write to you?

If you want to write to us about a transaction that you have made using the Pay by Bank service, please check the terms and conditions for your credit card to find details of where to write to us.

5. Keeping your Pay by Bank service safe

The terms and conditions for your credit card contain information explaining what you need to do to help keep your account secure and when you should contact us. Those conditions also apply to the Pay by Bank service to help keep it safe. The following conditions are particularly important for keeping your Pay by Bank service safe:-

- You must keep all your Tesco Bank security details secret (this includes your details for our Online Banking and Mobile app) and take reasonable precautions to prevent them becoming known to another person;
- If your device (mobile phone, ipad or tablet) stores biometrics (such as fingerprints or face recognition) for the purpose of accessing your account, authorising transactions or doing anything else on your account, then you should keep your device safe and not store anyone else's biometrics on your device; and
- You must not write down or record your Tesco Bank security details in a way which could be understood by someone else, or let anyone else know or use your Tesco Bank security details (not even a joint or additional card holder – they'll have their own).

If you don't keep your Pay by Bank service and account secure, you may be liable for transactions which you didn't authorise.

What if I think someone knows my Tesco Bank security details, or they have been stolen or compromised?

You must change your details straight away and contact us as soon as possible on **0345 366 1281***. We use your Tesco Bank security details to identify you, so it's important that you keep them up to date.

If we suspect fraud or a security threat on your Pay by Bank service, we will let you know by text, telephone, email or letter. We will never email you asking for confidential or personal information. Please do not respond to any emails that appear to be from Tesco Bank asking for your security details or linking you to a web page asking you to login. If you think you've received a fraudulent email, please forward it to **phishing@tescobank.com** and we'll investigate further. Visit our Security and Fraud Centre at **tescobank.com** under the 'Help' section to find more information on staying safe online.

6. Stopping payments

Because of the speed of the Pay by Bank service, once you have submitted the details you cannot change or cancel a Pay by Bank transaction through our Online Banking or Mobile app. If you wish to change or cancel your instruction you will need to contact your other bank.

7. Restrictions to the Pay by Bank service

When can you restrict my access to the Pay by Bank service and/or refuse to initiate a payment instruction that I have made using the Pay by Bank service?

- We may restrict or suspend your use of the Pay by Bank service and/or refuse to initiate a payment instruction that you have made using the Pay By bank service, in order to protect your credit card.
- We'll only do this if we think it's necessary because:-
 - We believe your Tesco Bank security details, or the security of your account, may have been compromised;
 - You're unable to provide us with the correct security details;
 - We have reasonable grounds to suspect fraud, misuse of your account or use of it for criminal purposes, or that you did not give the instruction;
 - Your credit card has been placed with our Collections & Recoveries department;
 - We're ordered to do so by a court, regulator or other enforcement authority;
 - We're informed that you have died, or
 - If a digital card might be compromised as a result of you using a service, or if that service is compromised, or unavailable or has been withdrawn.

Will you tell me if you refuse to initiate a payment transaction?

- Unless doing so would be against the law, we'll usually try to contact you before blocking your access or restricting your ability to initiate payment transactions using the Pay by Bank service. This can be by telephone, text, email, or in writing. If we can't contact you, we'll take action and will tell you about this immediately afterwards. We'll always tell you why we have put a restriction in place unless doing so is illegal or goes against reasonable security measures. You can contact us at any time to ask that your access to the Pay by Bank service is no longer suspended or restricted, but we will only give you access again if we are happy that the reasons for stopping access no longer exist.

8. Our liability to you

- We will not be liable if we break this agreement due (directly or indirectly) to:
 - Abnormal and unforeseen circumstances outside our control, the consequences of which would have been unavoidable, despite our best efforts – this may include the failure of any machine, data processing system or transmission link or delays and failures due to industrial action, or
 - Our obligations under UK or European Union law.
- We will not be liable to you:
 - for any loss of business, loss of goodwill, loss of opportunity or loss of profit in any circumstances; or
 - any loss to you we could not have reasonably anticipated when you gave us the instruction.

9. Other information

You can ask us for a copy of this agreement at any time.

Nothing in this agreement will stop us being liable if we act fraudulently, with gross negligence or we are at fault and the law does not permit us to limit or exclude liability.

If your address is in Scotland, Scottish law applies to this agreement and disputes between us will be referred to the Scottish courts. If your address is elsewhere, English law will apply and disputes will be referred to the English and Welsh courts.

We will communicate with you in English.

If you'd like us to communicate with you in another format such as large print, Braille or audio, this will be made available on request.

We may transfer our rights and duties under our agreement with you to another company in the future (this is sometimes called an assignment or assignment). We'll only do this if we reasonably believe they'll treat you to the same standard as we have.

In providing the Pay by Bank service, Tesco Bank is acting as a payment initiation service provider. Tesco Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office details: 2 South Gyle Crescent, Edinburgh EH12 9FQ.

Tesco Personal Finance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). Our registration number is 186022. You can check this on the Financial Services Register by visiting the website <https://register.fca.org.uk/>

You can contact the FCA by calling **0800 111 6768** (freephone) or **0300 500 8082** from the UK, or **+44 207 066 1000** from abroad. Alternatively, you can email the FCA at consumer.queries@fca.org.uk or write to them at **12 Endeavour Square, London E20 1JN**

10. How to make a complaint

If you wish to make a complaint, you can do so by calling us on **0345 300 4278*** or by writing to us at: **Tesco Bank, PO Box 27010, Glasgow G2 2DR.**

If you make a complaint, we'll aim to resolve it as quickly as we can. If you're still not happy, you may be able to refer your complaint to the Financial Ombudsman Service. You can find out more about them by writing to **Exchange Tower, London E14 9SR** or by telephoning on **0800 023 4567**. Details are also available from their website, financial-ombudsman.org.uk

If you would like a copy of our complaint handling process, it is available on our website at tescobank.com under the 'Help' section, or you can call us on **0345 300 4278***.

You may also be eligible to complain using the Online Dispute Resolution (ODR) service. Further information on ODR can be obtained at <http://ec.europa.eu/odr> or on the 'Make a complaint' section of the Tesco Bank website. Please note that using the ODR service will not mean that your complaint is resolved more quickly than if you complain to us directly.

**All 0345 numbers shown in this document may be included as part of any inclusive call minutes provided by your phone operator.*