

## Dispute Service Summary

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(1) Any consumer ("**Consumer**") who purchases goods and services from a service provider or merchant (collectively a "**Merchant**") using Pay by Bank app (via a linked bank account operated by the Consumer's bank ("**Bank**") will have the benefit of certain rights and protections as follows:

- (A) **Goods or services provided in the agreed manner.** All component parts of any goods and services which have been purchased by the Consumer must be delivered or made available by the Merchant by the agreed date, at the agreed delivery address and through the agreed delivery channel.
- (B) **Goods or services are free from damage or defect.** Any goods provided by the Merchant must be free from damage or defect upon receipt by the Consumer. For example, all component parts of any goods must be present and whole, of reasonable durability, operate in accordance with the relevant description and have a finish which is free of defect.
- (C) **Goods or services must match the description.** The goods or services provided by the Merchant must accurately match the description advertised or provided by the Merchant at the time the goods or services were purchased by the Consumer; for example, if a size 10 dress has been purchased by the Consumer, the Merchant must not deliver a dress that is size 12. In particular:
  - (i) Any information provided by the Merchant must not be misleading or deceiving and likely to result in the Consumer making a decision to purchase goods or services which he/she would not have otherwise made.

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- (ii) Any important information concerning the goods and services must not be missing.
  - (iii) Any after sales commitments made by the Merchant must be fulfilled by the Merchant, such as any commitment made under a guarantee or warranty.
- (D) **Goods and services must be of satisfactory quality.** The goods or services provided by the Merchant must be of satisfactory quality. This means that the quality of the goods or services are capable of being regarded as satisfactory by a reasonable person taking into consideration such things as the description of the goods and services as well as the price paid.
- (E) **Goods must be fit for their intended purpose.** The goods or services provided by the Merchant must be safe to use and fit for their intended purpose. For example, an electric kettle must be capable of boiling water. If, at the time of purchasing the goods, the Consumer expresses to the Merchant a specific requirement then the Merchant must advise the Consumer if they have doubts about its suitability for that use. For example, if the Consumer advises the Merchant that he/she wants to use a watch for scuba diving, the Merchant must advise the Consumer if it is not waterproof at the required depth.
- (F) **Transaction anomalies.** The Merchant shall only be paid the agreed price for any goods or services which have been purchased by the Consumer using Pay by Bank app and the Merchant must not request or be paid a greater amount in respect of those goods or services (other than when a change to the order has been authorised by the Consumer).
- (G) **Refunds and credit notes.** If the Consumer cancels an order for the supply of goods or services after the delivery of those goods or services in accordance with the Merchant's cancellation or returns policy, the Merchant must refund the amount paid by the Consumer for the goods or services or issue a credit note as required by the Merchant's cancellation or returns policy.

- (2) If the Merchant fails to satisfy any of the requirements described in Section (1) above, then the Consumer should contact the Merchant directly to seek resolution of the issue. The Consumer may (in any of the following circumstances) contact his/her Bank in order for the Bank to investigate and (where appropriate) seek resolution of the issue (on behalf of the Consumer). Those circumstances are:
- (A) where the Consumer has first raised the issue as a dispute with the Merchant, but the Merchant has not resolved the issue to the Consumer's satisfaction within a reasonable time-frame and it remains unresolved; or
  - (A) where the Consumer has been unable to raise the issue as a dispute with the Merchant; or
  - (B) where there is insufficient time for the Consumer to first attempt to resolve the dispute with the Merchant before raising the dispute with the Bank.
- (3) If the Consumer wishes to request the Bank to seek to resolve a dispute with a Merchant on its behalf as described above, he/she must contact the Bank in order to do so as soon as possible and by no later than the end of the 90 calendar day period from the date of delivery of the goods or services (or the expected delivery date of such goods or services). Once an issue is raised with the Bank, the Bank will undertake an initial investigation and if appropriate raise a formal dispute with the Merchant. A Dispute will be resolved as quickly as possible and, in any event, within a period of 42 days in complex cases. The Consumer must provide the Bank all appropriate supporting information to enable the dispute to be properly considered. Any remedy which is provided by the Bank to the Consumer in respect of the dispute will be limited to:
- (A) the refund (or partial refund) of the amount paid by the Consumer to the Merchant for the relevant goods or services; or
  - (B) in limited cases, the Merchant providing replacement goods or services.
- (4) Where the Consumer raises a dispute with the Bank as a result of the Merchant failing to satisfy any of the requirements described in Sections (1)(A) – (E) above in respect of goods, the Consumer must have:
- (A) returned or attempted to return to the Merchant the delivered (or part-delivered) goods; or
  - (B) provided the Bank an acceptable explanation for the non-return of the delivered (or part-delivered) goods,

except where the Merchant has failed to deliver any of the goods to the Consumer or the agreed delivery address.

- (5) Where the Consumer raises a dispute with the Bank as a result of a transaction anomaly as described in Section 1(F) above, the Consumer will only be entitled to a refund of the difference between the amount paid and the agreed price for the goods or services.
- (6) Where the Consumer raises a dispute with the Bank as a result of the Merchant failing to provide a refund or credit as described in Section 1(G) above, the Consumer should have first attempted to resolve the dispute with the Merchant before raising a dispute with the Bank (except if this would result in the Consumer having insufficient time to raise the dispute with the Bank, i.e. within the 90 day period from the date of the purchase as described in Section 1(G)).
- (7) The Consumer will not be entitled to recover from the Bank any costs which the Consumer may incur in connection with a dispute, such as the cost of fixing defective goods or the cost of purchasing alternative goods or services (save for any reasonable expenses that the Consumer may incur in returning defective goods).
- (8) The rights set out in this Dispute Service Summary do not affect the Consumer's statutory rights nor any guarantees or warranties which may have been provided by the Merchant or manufacturer to the Consumer in respect of any goods or services.