

Seller Insolvency Guarantee



Your protection for Bank Pay purchases

Find out how to apply for a refund from us if you don't receive a Bank Pay purchase because the seller goes into administration.

Our Seller Insolvency Guarantee applies when a retailer or service provider (the 'seller') you've paid using Bank Pay goes into insolvency¹, and then administration or liquidation.

Eligibility criteria

You can apply for a refund if you've used the Bank Pay service provided by us to purchase items or services that subsequently are not provided. You need to have paid for them using Bank Pay up to 540 days before the merchant files for insolvency. You can't apply under this guarantee if the seller has given you a refund.

You'll need to register your claim with us within 120 days of the date when you expected to receive the goods or services from the seller. This can't be more than 540 days from the original payment date.

Terms and conditions

Providing you meet the eligibility criteria, we guarantee to refund you the amount you paid by Bank Pay, subject to the following terms.

1. This guarantee doesn't apply to the payment for the purchases of any voucher or gift card.
2. This guarantee does not apply if
 - a. your purchase was a transaction protected under the 'Package and Linked Travel Regulations 2018', such as the "Air Travel Organiser's Licence bonding scheme operated by the UK Civil Aviation Authority and Air Travel Trustees ("ATOL") or any statutory enactment or replacement of those regulations;
 - b. an alternative insurance or protection exists (please contact your insurance provider).
3. However, if the transaction with the seller was ATOL-protected and ATOL or its agents then tell you that your payment is not protected (e.g. because the ATOL bond is insufficient), this

guarantee will apply to your purchase (and clause 4 may also apply).

4. This clause applies where this guarantee applies to your purchase transaction and you have accepted or been issued a refund or credit note. If the refund or credit note was accepted or issued in circumstances where the seller could not provide the service or you had a right to a refund, this guarantee will apply against the refund or credit note. If the refund or credit note was accepted or issued where the seller was not required to refund you under the merchant's terms with you or under applicable law, then we will not be liable for any guarantee claims for the refund or credit note or the original purchase transaction.
5. You can only claim for the amount of the undelivered portion of goods and services. This amount can't exceed what you paid through the Bank Pay service provided by us, unless we agree otherwise.
6. The protection and rights of the Consumer Credit Act 1974 (and in particular Section 75 of that Act) does not apply to the Barclays Bank Pay service nor this Guarantee.
7. This guarantee does not
 - Include any liability for consequential or additional losses
 - Create joint and several liability with the Bank Pay seller
 - Include any liability to pay you any amount you paid by any payment method other than Bank Pay or for any amount greater than the amount that was paid
 - Include any liability to any third party, such as anyone whom the payer bought the goods or services for, This means the payer can claim the full amount for a group booking, including person other than the payer. The payer is the only person who can make the claim and receive a payment from us.
8. If you receive a partial refund, or any other goods or services in place of what you bought using Bank Pay, we'll deduct their value from the payment we'll offer under this guarantee
9. If you've used Bank Pay to purchase a subscription service, we will pay you pro rata for the period where that service was unavailable, up to 120 days. We won't pay you for any period or any portion where the service was available
10. You can't claim under this guarantee if the seller tells you that the goods or services are available providing you pay a delivery or collection fee. You should pay that fee and collect or accept delivery of the goods

11. You'll need to pay back any refund we give you under this guarantee if you later receive the good or services, or receive a refund from the seller or administrator
12. We're not liable for any claim that the goods or services are not of the standard or description required under the purchase contract
13. We won't refund you if we reasonably believe the claim is false, dishonest or fraudulent. We may report fraudulent claims to the appropriate authorities
14. You can't assign or transfer this guarantee to any third party, and it is governed by English law

How to make a claim

You can send us a claim by email or post. The contact details are below, but please read this carefully before sending us anything.

To help us deal with your claim as quickly as possible, you'll need to include the following details of the claim.

- Your full name
- The Bank Pay transaction ID and payment date shown on your purchase receipt
- A copy of your booking reference or travel itinerary for any travel-related purchases
- Description of the goods or services you paid for, along with a copy of your receipt
- Description of the issue you're having (for example, when delivery was expected)
- Confirmation that you have not yet received your goods or services and that the seller hasn't offered a refund
- Details of any partial refunds or exchanged goods the seller has offered
- Any other information we ask you for about the purchase and transaction

We'll process your personal data in accordance with applicable data privacy laws and regulations. We might ask you to confirm and prove your identity before we make any payment to you.

Where to send your claim

You can email us at BankPayClaims@barclays.com. Please attach your digital receipt for the purchase.

You can write to us, enclosing a printed version of your receipt, at

Financial exceptions

Payment acceptance

1234 Pavilion Drive

Northampton NN4 7SG

If we approve your claim, we'll refund the bank account you made the Bank Pay payment from. You'll receive the refund within 90 days of submitting your claim.

Submitting a claim to us does not affect your statutory rights. If we don't approve your claim, you can still contact the administrator appointed to the seller directly.

If you are not happy with the outcome of your claim, please [fill in this form](#).

Any personal information submitted by you as part of your Bank Pay claim under this Insolvency Guarantee is collected by Barclays, whose registered address is 1 Churchill Place, London E14 5HP. We are committed to protecting and preserving the privacy of our customers when communicating electronically or in writing with us.

Subject to clause 13 of the guarantee terms, we confirm that we will keep your information secure, that your information will not be shared with any third party, and that we will only use your information for the purposes of validating your Bank Pay complaint. All personal information submitted by you is treated with full compliance with all applicable UK Data Protection legislation and regulations.

By submitting your personal information to us you are accepting and consenting to the practices described in this policy.

1. As defined by section 247 (1) of the Insolvency Act 1986).

You can get a copy of this document in large print, Braille and audio – just call us on 0800 400 100. Call charges may apply. Please check with your service provider. To maintain a quality service we may monitor or record phone calls. Lines are open Monday to Sunday from 7am to 11pm

Correct at time of printing (May 2021)

Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 122702). Barclays Bank PLC subscribes to the Lending Code which is monitored and enforced by the Lending Standards Board. Registered in England No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP. 05/21