

M&S EVERYDAY SAVINGS ACCOUNT

Terms and Conditions Privacy Notice Overview

Effective from 31 July 2023

M&S
— BANK —

Contents

You and M&S Bank: Our Agreement	5
1. How will we keep in touch?	6
Your account - who can use it and keeping it secure	8
2. How will we check it's you and keep your account secure?	8
3. Can someone else act for you?	10
Giving each other information	11
4. What information will we give you?	11
5. What information do we need from you and when can we disclose information about you?	12
6. What happens if you stop using your account?	12
7. What about tax?	12
Payments in and out of your account	13
8. How can you make payments into and out of your account?	13
9. What if there's a payment into your account by mistake or fraud?	14
10. When can we refuse to accept payments into your account?	14
11. How do we decide whether to make a payment from your account?	15
12. Can we block payments and services?	16
13. Can you cancel or change payments?	16
14. What happens when a payment goes wrong or money goes missing from your account?	16
About charges and how we pay interest	18
15. What do you need to know about interest rates and charges?	18
Our relationship with you	19
16. What's our 'right of set-off' to reduce the amount you owe us?	19
17. What changes can we make after giving advance notice?	20
18. How can you close your account or end this agreement?	23
19. How can we end this agreement and close accounts?	23

20. How can we transfer accounts?	24
21. Can we or you transfer this agreement?	24
22. When aren't we responsible for things that go wrong?	25
23. What country's courts and laws apply to this agreement and our dealings before you opened your account?	25
Information to help manage your account	26
24. What do you need to know about privacy?	26
25. How do we use your information for payment services?	26
26. How can you make a complaint?	27
27. How is your money protected?	27
Privacy Notice Overview	28

Access to our services



To see how we can help support you visit marksandspencer.com/accessibility for more details.

You can:

- Ask for a copy of these terms on paper, in Large Print, Braille, or audio format at any time.
- Find information about our British Sign Language (BSL) Video Relay Service, Text Relay and all our accessibility services on marksandspencer.com/accessibility

If you're a textphone user, you should clear your textphone's memory after every conversation with us.

We usually communicate in English.

You and M&S Bank: Our Agreement

This section tells you about who we are, what this agreement covers and how we'll keep in touch with you.

By opening an account with us, you're setting up an agreement between M&S Bank, which is a trading name of Marks & Spencer Financial Services plc, and you, the person or persons we've opened one or more accounts for.

You'll find the terms of that agreement here.

This agreement covers our Everyday Savings Accounts. **You can only have one M&S Everyday Savings Account.**

You should take time to read these terms because they're what you're agreeing to. They'll also be useful to help you understand your account. This includes what happens if things go wrong.

For some of our products or services for example, Internet Banking, the terms we give you when you request the product or service will also apply.

Our accounts are not to be used for business purposes, or (unless we tell you or agree otherwise), holding money for someone else, for example in a trust.

Some Useful Information

In these terms you'll find some boxes with these symbols. They are there to tell you:



This information isn't part of our "agreement" with you, but it gives you some useful information about your account.



This is important information.



Where you can find more information.

1. How will we keep in touch?

Contacting us

Ways to contact us	From the UK	From anywhere else
By phone – account opening	0808 001 3131	+44 1244 879 080
By phone – existing customers (including if your security details are lost or stolen)	0345 600 5860	
Mobile Banking	M&S Banking App	
Internet Banking	marksandspencer.com/bank	
Chat to us	Chat to us using Mobile Banking or Internet Banking	
By post	M&S Bank, PO Box 10565, 51 Saffron Road, Wigston, LE18 9FT	
Text Relay	Add 18001 to any of our standard contact numbers (for example, 18001 0345 900 0900 for general banking enquiries)	
British Sign Language (BSL) Video Relay Service	For more information visit marksandspencer.com/accessibility .	

Contacting you

We'll use the most recent post or email address, mobile and telephone numbers you've given us. To warn you about any actual or suspected fraud or security threats, we'll use the fastest and most secure way of contacting you. For example, we may use text rather than telephone.

If you're registered for Internet Banking, we may also send you secure messages through the 'My Messages' facility.



It's important that your contact details are correct and up to date. If anything changes, you must tell us as soon as you can but always within 30 days. We won't be responsible if you don't get information or notices from us if you don't update us.

We may record:

- and monitor telephone calls so we can improve our services and for security reasons; and
- telephone numbers you call us from and may use them if we need to contact you urgently.

Your account - who can use it and keeping it secure

In this section, we tell you about who's allowed to use your account. We also explain how we check identity and how we can work together to keep your account secure.

2. How will we check it's you and keep your account secure?

Before we do certain things, for example, provide information about your account or make payments, we need to check we're dealing with you.

We also need to check you've authorised the action we're taking. For example, if you send us a document, we'll check the signature on it matches our records.

In all other cases, we'll assume we're dealing with you, and that we're authorised to act, if your security details are used with Telephone, Internet or Mobile Banking (or another service we provide for accessing your accounts) where available.

We may add other ways of checking your identity in the future.

What are 'security details'?



Passwords, personal identification numbers (PINs), security codes, and memorable data.



Biometric data (such as a fingerprint, face or voice ID).



The **codes and passwords** you set up with us for Mobile, Internet or Telephone Banking (where available).

Keeping your account secure

We'll do all we reasonably can to keep your account secure. You must also help us to do this. This includes:

- keeping your security details safe, and
- keeping you up to date if you notice something doesn't seem right.

If you don't, we may block your account to protect you and us from unauthorised use. We'll tell you when the block will end if you ask us.



If we call you, we'll never ask for your full security details.



Tips for preventing misuse of your accounts

Things you should do:

- Keep your security details safe.
- Safely destroy any security details we send you.
- Use different security details for different things. For example, have different details for the products you have with different providers.
- Take care when using your security details. Make sure no one can hear or see your security details when you use them.
- If you suspect, or you know, that someone else knows your details, change your security details straight away, and tell us as soon as possible.
- Take care when you transfer a device you use to log into Mobile or Internet Banking to someone else. For example, if you sell your device or give it to someone for repair. You should delete any biometric access, including access from any linked device. Biometric access includes fingerprint, face, or voice ID.

Things you shouldn't do:

- Tell anyone your security details.
- Choose security details that can be easily guessed by anyone else.
- Write down your security details in a way that other people would easily understand.
- Log in, or stay logged in, to a device that's not in your full control or possession (if Internet Banking is available to you).



For more details on keeping your money and account safe visit our 'Protecting yourself' page at bank.marksandspencer.com/security/protecting-yourself/.

Please check for any updates we may make from time to time.

You must contact us as soon as possible in these cases:

- When someone else tries to access, or has accessed, your account.
- Your security details have been lost or stolen.

We'll ask for information or other help we need from you. We may also help the police and ask you to do this too.

3. Can someone else act for you?

If you're not able to use your account for any reason, another person may be appointed to act for you. This could be because of a physical disability or mental incapacity.

You might also want another person to use your account for you. For example, because you're travelling abroad or you're in the armed forces. In this case, you can put an official arrangement in place with another person.

The most common arrangements are 'third party mandates' or a 'Power of Attorney'. The type you need depends on your situation and you'll need to sign a legal document.

When we've had instructions from you, and the right document, we'll allow the chosen person to use your account for you. This agreement will still apply and you'll be responsible for everything they do. This is even if they make you break this agreement.

In some serious cases, for example, if we're told you have a mental incapacity, we might limit access to your account until we get legal proof.

We won't follow instructions given under a 'Power of Attorney' if we know that a person's legal authority to act for you has ended.



To find more information about what to do, visit bank.marksandspencer.com/help/life-events/assisting-others/.

We'll remove a 'third party mandate' straight away. We'll do this if:

- you ask us to;
- we think the person's misusing your account; or
- they make you break this agreement or any law or regulation.

Giving each other information

This section tells you about how we'll keep you up to date with what's happening on your account, and how we use your information.

4. What information will we give you?

Whenever we make a payment into or out of your account, take our charges or charge or pay interest, we'll give you details through Internet Banking. This information will also be available if you ask for it using Telephone Banking.

We may also ask you to choose between receiving monthly statements or having the information made available as set out above. If you choose not to receive monthly statements, we may still send you statements less often. We'll explain this if we offer you the choice. If you don't tell us what you want, we'll provide statements monthly.

We'll send statements by post or, if you're registered for Internet Banking, provide them online. If you've asked us for paper statements but you're registered for Internet Banking, you can still also see your statements online. We'll also send statements by post if they aren't available online. We'll only send a statement if there's been a payment out of your account since the last statement we gave you.

You can ask us for a copy of your statement.

You must let us know as soon as possible if you think there are any unusual or incorrect transactions on your accounts.

You can ask us to stop sending the alerts at any time.

5 What information do we need from you and when can we disclose information about you?



You must give us any information we reasonably ask for as soon as possible. If you don't, or we suspect fraudulent or criminal activity of any kind, we'll have to take action. For example, we might:

- try to get it from another source; or
- block or close your accounts.

You might not be able to use some banking services or keep banking with us.

We'll use your information as we explain in our Privacy Notice. Sometimes we'll also give it to others. We explain when we might do this below.

- When we're required to by law.
- To protect ourselves, such as in any court case.
- When we have a public duty to. For example, we may have to give it to a tax authority in another country.
- When you agree.

6. What happens if you stop using your account?

We may restrict payments in or out of your M&S Everyday Savings Account if it has money in it and you haven't used it for 24 months.

7. What about tax?

Your tax responsibilities include things like completing and filing tax returns, paying tax and following any other tax laws or regulations. Your tax responsibilities depend on things like your employment status, how much you earn, where you live, where you do business and some other things. It's up to you to make sure you follow tax rules. This also applies to 'connected persons' (for example, anyone who runs your account for you, or is entitled to money in your accounts). We don't provide tax or legal advice so do speak to an independent advisor.

Payments in and out of your account

This section is about payments in and out of your account. All payments and decisions about payments are made on working days and how we manage payments can depend on where the payment is being sent.



What's a working day?

A working day is usually Monday to Friday (excluding bank holidays). For payments made by Faster Payments our working day is 24/7.

8. How can you make payments into and out of your account?

You can only make payments into and out of your account from **a linked account**. This is another personal account in your name or which you hold jointly with someone else.

You can only make payments into your account in pounds sterling. The minimum payment is £1 and the maximum payment is £1,000,000.

You can't pay cash into your account. You can't make payments by Direct Debit, standing order, debit card, cheque or CHAPS.

You can't make foreign currency payments (including foreign cheques) into or out of your account.

Limits may apply to payments you can make. You can find out about any limits that apply on our website, or you can ask us.

Payments

To send money from your account, you'll need to give us details of the linked account you want to send money to. You'll also need to provide any other details we ask for, such as:

- sort code and account number;
- the account holder's name; or,
- where available, a number that is linked to these, such as a mobile phone number.

It's up to you to check the details are correct before asking us to make a payment as we'll make it using only these details.

The table below shows the cut-off time for giving us payment instructions. It also shows how long payments take to reach the bank you're making a payment to after we've received your instruction to send the money and taken it from your account.

Cut-off time

This is the latest time on any day that we can process instructions or add payments to an account. You can ask us for the relevant cut-off time when you give us a payment instruction.

If we don't receive a payment request before the cut-off time on a working day, we'll treat your request as received on the next working day. The timings set out in the box below will begin then.

Payment type	Cut-off	When the payment will reach your account
To your linked account in pounds sterling	11.45pm (Faster Payment)	Straightaway

Although most payments will reach their destinations within the timelines set out in the table above, on some occasions it may take longer to allow us to complete our checks.

9. What if there's a payment into your account by mistake or fraud?

We'll take back any money we pay into your account by mistake or due to a systems error. When we talk about a system error, this includes an error we or another bank or building society has made. For example, an error might cause us or another bank to mistakenly make the same payment into your account more than once. If this happens, we'll take back the extra payments.

If we suspect any payment into your account was the result of fraud, we can remove it without asking you.

If you don't have enough money in your account when we return a payment for any of these reasons, you should pay money in straightaway to cover this.

10. When can we refuse to accept payments into your account?

We can refuse to accept a payment if we're acting reasonably. For example, if we reasonably believe that:

- accepting it might cause us to breach a legal requirement;
- accepting it might expose us to action from any government, regulator or law enforcement agency; or
- there is fraudulent or criminal activity on the account.

11. How do we decide whether to make a payment from your account?

We'll make a payment from your account if you instruct us to unless:

- you don't have enough money in your account;
- you haven't given us the account or reference details;
- we know the details you've given us are incorrect;
- you've asked us to send the payment in a particular way (such as by Faster Payments) and the bank holding your linked account doesn't accept them;
- you haven't given us any extra identification or information about the payment that we've reasonably asked for;
- the payment exceeds a limit that applies;

or we reasonably believe:

- there has been a breach of security or misuse of your account or security;
- there has been fraudulent or criminal activity of any kind. It doesn't matter whether this activity is linked to your account or your relationship with us as long as it's reasonable for us not to make a payment as a result;
- it would cause us to breach a law, regulation, code, court order or other duty, requirement or obligation;
- it would expose us to action or censure from any government, regulator or law enforcement agency; or
- someone else may have a claim over the money.

In this section 'we' and 'us' includes first direct, M&S Bank and any HSBC Group company worldwide.

If you ask us to make payments on a particular day, we'll check you have enough money in your account to make them at the start of that day. Unless it's a weekend or bank holiday, we'll check again at **3.30pm**.

If you're making several payments but don't have enough money to make all of them, we might try to make some of them. Others could be returned unpaid.

Because we won't process it, you'll know we've refused to make a payment if you're making it online or using Mobile or Telephone Banking.

You can always call us straightaway to ask why we've refused a payment and what you need to do to correct any errors that made us refuse it. We'll tell you unless we're prevented by law or any regulation or for fraud prevention or security reasons. You can also get transaction information through Mobile, Internet and Telephone Banking.

12. Can we block payments and services?

We can block your access to related services such as Mobile, Internet or Telephone Banking if we reasonably believe it's necessary because:

- We suspect fraud or criminal use.
- We have security concerns (for example, if we know or suspect your security details have been misused).

If we do this, we'll usually let you know why as soon as we reasonably can, unless we're prevented by law or any regulation or for security reasons. We'll unblock your access to these services as soon as the reason for blocking it ends.

13. Can you cancel or change payments?

You can't change or cancel a payment that you've asked us to make straightaway.

Other payments can be cancelled if you contact us by the deadline no later than the working day before the payment is due to be made.

14. What happens when a payment goes wrong or money goes missing from your account?

Question	Answer
What is an incorrect payment?	A payment that hasn't been sent to your linked account when you instructed us to make the payment because of a bank error.
What is an unauthorised payment?	A payment made from your account which wasn't authorised by you or someone you've authorised to make payments on your account.
What is 'gross negligence'?	Gross negligence is when you do something with a very significant degree of carelessness.

If you give someone your security details and they use them to make a payment we may treat the payment as if you'd authorised it. But that will depend on what happened. This is why you mustn't tell anyone your security details.

General position on refunds

Question	Answer
What if you notice an incorrect or unauthorised payment?	You must call us as soon as you can.
What will we do when you tell us about an: <ul data-bbox="90 384 381 544" style="list-style-type: none">• incorrect payment made to another bank; or• unauthorised payment?	We'll refund the payment before the end of the working day after you tell us (or sooner if we can).
Will we always make a refund?	No. We won't make a refund: <ul data-bbox="415 611 1011 770" style="list-style-type: none">• for an incorrect payment, if we can prove that the payee's bank received the payment;• for an unauthorised payment, if we know you've been grossly negligent or we reasonably suspect fraud on your part.
Can we take back a refund we've made?	Yes. We can take back refunds (after giving you reasonable notice) in these cases: <ul data-bbox="415 871 1020 1102" style="list-style-type: none">• For incorrect payments, if we can show that the payment was received by the other person's bank.• For unauthorised payments, if we can prove that:<ul data-bbox="437 975 988 1102" style="list-style-type: none">– you acted fraudulently; or– it was made because you intentionally or with gross negligence failed to keep your security details safe.

Unauthorised payments

Question	Answer
What happens if we can prove you acted fraudulently?	You're responsible for all payments from your account.
What happens if we can prove you've been grossly negligent?	You're responsible for all payments from your account until you've told us that your security details have been lost, stolen or that you suspect misuse.
What happens if you made the payment remotely, such as by telephone or online?	We're responsible (unless you've acted fraudulently) for any purchase of goods or services (other than financial services).
Are there any other cases where we're responsible for unauthorised payments or fraud on your account?	We're responsible (unless you've acted fraudulently): <ul style="list-style-type: none">• after you've told us that your security details have been lost or stolen;• if we haven't provided a number for you to tell us that your security details have been lost or stolen; or• if we haven't applied procedures that we're legally required to use to check that a payment has been authorised by you.

About charges and how we pay interest

This section tells you about how we'll keep you up to date with what's happening in your account, and how we use your information.

15. What do you need to know about interest rates and charges?

The current interest rate for your account is set out in the latest version of the M&S Everyday Savings Account Summary Box leaflet, which is on our website. You can also contact us if you'd like further details.

Interest is paid monthly into your account. We calculate interest as at the 5th day of each month and apply this to your account within 30 days.

We'll pay interest at a variable rate (which may go up or down).

We work out interest each month on the amount we're holding for you in that account.

We may charge for services which aren't set out in this agreement, but we'll always tell you how much it is. We'll also check you're happy to pay it before we provide the service. We may also charge an administration fee, up to the maximum permitted by law, if we have to do anything to comply with a court order on your account(s) (for example, a child maintenance order).

Please note that taxes or costs may apply to you that aren't charged by us and/or won't be paid through us.

Our relationship with you

This section tells you what changes we can make to your agreement with us and how we'll tell you about them. It also explains how you, or we, can close your account.

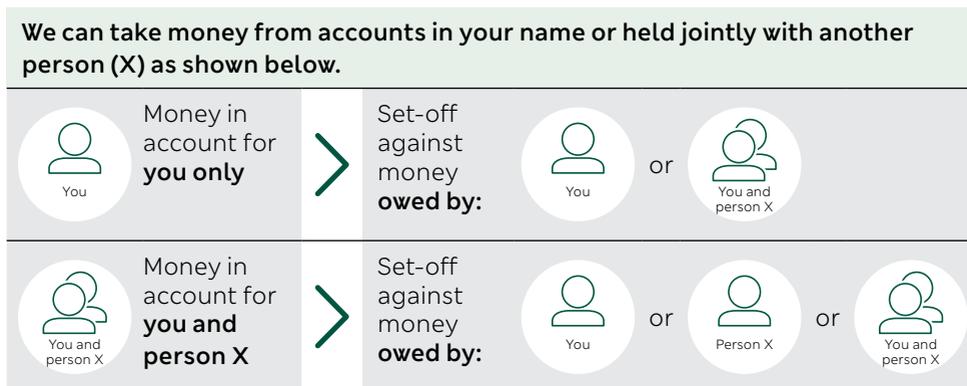
16. What's our 'right of set-off' to reduce the amount you owe us?

If you have money in one of your accounts, we may set it off against any amount you owe us that is due for payment. We'll do this if we think it's reasonable, taking your circumstances and any regulatory requirements into account. That includes checking you'll still have enough money to meet essential living expenses.

'We' and 'us' for these purposes includes M&S Bank and any HSBC Group company worldwide.

Amounts owed to us and due for payment include, for example, amounts owed under a loan, credit card, mortgage or overdraft.

Our set-off right applies to accounts in your name only and to accounts you hold jointly with another person (X) as shown below:



We can use money in your account even if there's a court decision against you or you're fined. This includes interest arising after the date of the final decision or fine. That's unless we're prevented by the court or by law. If you have money in a foreign currency, we may convert it to pounds sterling using the M&S Bank Exchange Rate when we use our set-off right.

Occasionally we receive legal instructions or notices to hold a customer's money for, or to pay it to, someone else. If this happens, we won't set-off against the money we've been told to hold for someone else.

We'll write to you before making any set-off between your accounts.

17. What changes can we make after giving advance notice?

Our agreement has no fixed end date so it's likely we'll need to keep our terms up to date. This is so they cover changes we're making to our business and changes we don't control. We'll only make changes for these reasons if it's reasonable for us to pass on the impact of that change.

As we can't predict precisely why we might need to make changes to this agreement, we may also make changes for reasons not covered here.

All changes

The tables below explain the types of changes we might need to respond to. They also let you know the terms that will be affected because of those changes.

Changes we don't control

We'll respond proportionately to changes we don't control.

Reason for the change	Terms we can change		
	Interest rates	Charges	Other terms
<ul style="list-style-type: none"> • Changes in general law or regulations. • Decisions or recommendations we have to follow such as those made by a court, regulator or Financial Ombudsman Service. • New industry guidance and codes of practice. <p>For example, a new law may lead us to introduce additional security measures. So we may make a change to our terms relating to keeping your account secure as a result.</p>	✓	✓	✓

Reason for the change	Terms we can change		
	Interest rates	Charges	Other terms
<ul style="list-style-type: none"> Changes in the Bank of England base rate, other market rates and indices or tax rates. <p>Where the Bank of England base rate changes, the amount we have to pay to borrow the money we lend to you changes.</p> <p>We may change our terms to reflect the impact of this, or changes in other market rates and indices or tax rates, on us.</p>	✓	✗	✗
<ul style="list-style-type: none"> To cover increased or decreased costs of providing the account. <p>For example, if a change in technology means we manage your account differently and this affects the cost of providing your account to you.</p>	✓	✓	✗

Changes to our business

We'll also need to make reasonable changes to our business.

Reason for the change	Terms we can change		
	Interest rates	Charges	Other terms
<ul style="list-style-type: none"> The way we manage the account because of technology. Our systems, services or facilities. <p>For example, to reflect changes in digital technology. Or to reflect a change in how payment systems work.</p>	✓	✓	✓

Changes for other reasons

Reason for the change	Terms we can change		
	Interest rates	Charges	Other terms
There may be changes that need to happen for other reasons that we haven't mentioned in these tables. We'll make those if it's reasonable or valid for us to do this.	✓	✓	✗

Other changes

Reason for the change	Terms we can change		
	Interest rates	Charges	Other terms
Sometimes we'll make changes without giving you a reason. If we do this, we'll always explain the effect of these. You'll always be able to close your account(s) or service(s) free of charge before the changes happen.	✓	✓	✓

The terms of any service or benefit provided by a third party can be changed by them. The notice period they give you will be set out in the terms and conditions for the benefit product.

Telling you about these changes

Change	When we'll tell you about it
Increasing interest rates we pay you	<ul style="list-style-type: none">personal notification within 30 days after the change; orthree working days after the change online, or in a newspaper.
Reducing interest rates we will pay you	At least 14 days before the change. But we may not give notice if there's less than £100 in the account.
Any other change	At least 30 days before the change.

Your rights when we tell you about a change

You're protected from any changes we make to your disadvantage because we'll give you advance warning. This will give you the chance to end the agreement or switch your account to another account we offer, or to another bank.

For changes we tell you about in advance, you have until the change is made or 60 days (whichever's longer) to tell us you want to close your account. If we don't hear from you, we'll assume you've accepted the change. We'll go on and make the change at the end of the notice time.

If you tell us that you don't want to accept the change you can close your account without charge.

18. How can you close your account or end this agreement?

You can close your account or end a service or this agreement without charge by telling us by telephone or by post:

- within the cooling-off period (which is 14 days from the day after we've confirmed we've opened your account) if you opened your account by telephone or online; or
- at any time.

You'll have to pay charges for using the account (such as payment charges). We'll close the account and send you the amount in it (and any interest) when everything you owe us has been paid. Any account benefits will end.

19. How can we end this agreement and close accounts?

We can end the agreement and close your accounts straightaway and without notice if certain things happen. We've set these out below.

- You've seriously or persistently broken this agreement.
- You've behaved inappropriately either to us or when using our services. For example, you acted abusively, offensively or violently towards employees or used abusive language in payment instructions.
- You weren't entitled, or aren't entitled any longer, to open or have your account or the service.
- You haven't provided us with adequate information that we've requested about your liability for tax.
- You've given us false information.

We'll also do this if it's reasonable for us to believe that something in the list below has happened.

- You have or are using or obtaining (or allowing someone else to) an account, service or money illegally or fraudulently.

- You're using the account for a purpose not covered by our agreement.
- You're involved in any criminal activity, whether or not linked to your account or your relationship with us.
- You've placed us in a position where we might break a law, regulation, code, court order or other duty, or requirement.
- We, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.
- There's been a breach of security or misuse of your account or security details.

We can also end the agreement and close your accounts by giving you at least two months' notice.

You're responsible for cancelling payments into and out of your account.

20. How can we transfer accounts?

We'll give you at least two months' notice that we're switching you to a different account which we think is appropriate for you. But we'll only do this in the circumstances below:

- if you no longer meet the conditions for an account; or
- if we're withdrawing a type of account.

You can close your existing account during the notice period if you don't want us to make the transfer. If there's a charge for the new account, you can close it within 60 days with no charge.

21. Can we or you transfer this agreement?

Can we transfer this agreement?	Can you transfer this agreement?
<p>Yes.</p> <ul style="list-style-type: none"> • We can transfer all of our rights under this agreement and in relation to your account to someone else. • We can transfer all of our obligations under this agreement and in relation to your account to someone else. This will only be to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator as being able to accept deposits. <p>This includes us appointing another HSBC Group company to recover a debt for us. This won't reduce any of your rights in relation to your account.</p>	<p>No.</p> <p>You can't transfer any of your rights and obligations in relation to the agreement, your account, or your account itself, to any other person.</p>

22. When aren't we responsible for things that go wrong?

If something goes wrong, let us know straight away. We'll try to help if we can.

We'll do all we can to carry out our side of this agreement. But there may be times that we can't. We're not responsible for any losses you may have if we aren't able to carry out our responsibilities under this agreement in circumstances like the ones below.

- Where we can't carry out our responsibilities for legal or regulatory reasons.
- Where something's happened that we couldn't predict or that isn't normal. And where it's outside our (or our agents' and/or subcontractors') control and where we couldn't have avoided it, even where we used all of our efforts to. For example, industrial action or mechanical failure.

23. What country's courts and laws apply to this agreement and our dealings before you opened your account?

The country's courts apply where you live or where your account is held, for example, Scotland, England or Wales. The diagram below explains what country's laws apply to this agreement and our dealings before you opened your account.



Information to help manage your account

This section tells you about your information and how we look after it. It also tells you how to complain and how your money is protected.

24. What do you need to know about privacy?

Your privacy is important to M&S Bank.

When you open an account with us, we send you our Privacy Notice. This explains how we:

- collect;
- use;
- disclose;
- transfer; and
- store your information.

It also sets out your rights to your information and when we might need to share it with others. We have provided our Privacy Notice to you separately and will tell you when we make any important changes to it. We'll update our website if we make any other small changes to it. You can also find this at marksandspencer.com/bankprivacynotice or you can ask for a copy.

25. How do we use your information for payment services?

When you open an account with us, you agree to these account terms. So that we can provide payment services to you, you agree that we can access, process, and keep information you give to us. It won't affect any rights and duties either of us have under data protection laws.

You can withdraw your consent by closing your account. If you do this, we'll stop using your information for this purpose, but may continue to process it for other purposes.

26. How can you make a complaint?

If you have a complaint, we'll do everything we can to sort out the problem. Please contact us using the details in the 'Contact us' section of this document. We'll send you a written acknowledgement and keep you informed of our progress until your complaint has been resolved.

If you still aren't happy, you may be entitled to refer your complaint to the ombudsman service. Here are the details to use for the UK:



The Financial Ombudsman Service, Exchange Tower,
London, E14 9SR



0800 023 4567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



financial-ombudsman.org.uk

27. How is your money protected?

We're covered by the Financial Services Compensation Scheme (FSCS).

The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts, each account holder is treated as having a claim in respect of their share. So, for a joint account held by two eligible depositors, each depositor would have a claim up to the FSCS deposit limit. The maximum amount that could be claimed in total would be twice the current FSCS limit. The FSCS deposit limit relates to the **combined** amount in all the eligible depositor's accounts with the bank. That includes their share of any joint account, and not to each separate account.

M&S Bank is a trading name of Marks & Spencer Financial Services plc. Customers who hold deposits with Marks & Spencer Financial Services plc (under one or more trading names) are eligible for one claim of up to the FSCS deposit limit.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please contact us, visit the FSCS website fscs.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

M&S EVERYDAY SAVINGS ACCOUNT

Privacy Notice Overview

Effective from 31 July 2023



How we collect and use your information

This is an overview of:

- the types of information we collect about you
- how we collect and use it
- who we might share it with
- the steps we'll take to make sure it stays private and secure
- your rights to your information.

More information

For more details about anything covered in this overview, see our full Privacy Notice, which you can view or download a copy by visiting marksandspencer.com/bankprivacynotice or if you prefer paper, give us a call on 0345 900 0900 and we'll send you one in the post.

Who we are

When we say 'we', we mean:

M&S Bank, who is the data controller for savings accounts, travel money, credit cards, Chargecard, Budgetcard, Privilege Card, Foreign Exchange, Personal Reserve, Sparks pay, Club Rewards, loans, World Selection and all insurance products;

Marks and Spencer Unit Trust Management Limited, who is the data controller for M&S High Income Fund, M&S Worldwide Managed Fund, M&S UK Selection Portfolio and M&S UK 100 Companies Fund; and

Marks & Spencer Financial Services plc, who is the data controller for the M&S Corporate ISA.

The data controller is responsible for deciding how your information is used and ensuring it is private and secure.

The information we collect

We collect information about you from different places including:

- directly from you
- from a third party acting on your behalf for example, an intermediary or broker
- from other HSBC companies
- from Marks and Spencer plc
- from publicly available sources
- when we generate it ourselves
- from other organisations.

We'll only collect your information in line with relevant regulations and law and this may relate to any of our products or services you apply for, currently hold or have held in the past.

You're responsible for making sure you give us accurate and up to date information. If you provide information for another person on your account, you'll need to tell them how to find the Privacy Notice and make sure they agree to us using their information for the purposes set out in it.

How we'll use your information

We'll use it to provide any products and services you've requested and for other purposes, for example:

- to confirm your identity and address
- to understand how you use your accounts
- to carry out your instructions
- to improve our products and services
- to advertise to you and others
- to offer you other services we believe may benefit you, unless you ask us not to.

We'll only use your information where we're allowed to by law, for example, carrying out an agreement we have with you, fulfilling a legal obligation, because we have a legitimate business interest or where you agree to it.

We may use automated systems to help us make credit decisions and carry out fraud and money laundering checks.

Who we can share your information with

We may share your information with other HSBC Group members and any subcontractors, agents, or service providers who work for us or other HSBC Group companies, and Marks and Spencer plc. We may also share your information with others outside of the HSBC Group, for example, regulators, insurers, other financial institutions, brokers and agents, and credit reference and fraud prevention agencies.

How long we'll keep your information

We'll keep your information for as long as you have a relationship with us. After the relationship ends, we'll keep it where we may need it for our legitimate purposes, for example, to help us respond to queries or complaints, or for other reasons, for example, fighting fraud and financial crime, and responding to requests from regulators.

Transferring your information overseas

Your information may be transferred and stored in countries outside the UK or European Economic Area (EEA), including some that may not have laws that provide the same level of protection for personal information. When we do this, we'll ensure it has an appropriate level of protection.

The EEA is all member states of the European Union and Iceland, Liechtenstein and Norway. Following Brexit, the UK is no longer a member of the EEA.

Marketing

We may use your information to provide you with details about M&S Bank companies' products and services, and also products and services from our partners, Marks and Spencer Group and other relevant third parties. We may share your information with our advertising partners and social media platforms for this purpose. We may send you marketing messages by post, email, telephone, text, secure messages or through social media. You can change your mind on how you receive marketing messages or choose to stop receiving them at any time. To make that change, please contact us in the usual way.

What are your rights relating to your information?

You may have certain rights relating to your information, for example, to see what we hold, to ask us to share it with another party, to ask us to update incorrect or incomplete details, to object to or restrict processing of it, to make a complaint etc.

M&S Bank is a trading name of Marks & Spencer Financial Services plc. Registered in England No. 1772585. Marks & Spencer Financial Services plc is entered in the Financial Services Register. Registration No. 151427. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Marks and Spencer Unit Trust Management Limited. Registered in England No. 2253009. Marks and Spencer Unit Trust Management Limited is entered in the Financial Services Register. Registration No. 141662. Authorised and regulated by the Financial Conduct Authority.

The registered office of the above companies is Kings Meadow, Chester CH99 9FB. The above companies are part of the HSBC Group. Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence. ©Marks & Spencer Financial Services plc 2023. All rights reserved.

Please call 0345 900 0900 if you would like to receive this information in an alternative format such as large print, Braille or audio.

Calls may be recorded for security, training and monitoring purposes.

Who are we, and how are we authorised?

M&S Bank is a trading name of Marks & Spencer Financial Services plc. Registered in England No. 1772585. Registered office: Kings Meadow, Chester, CH99 9FB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Marks & Spencer Financial Services plc is entered in the Financial Services Register under reference number 151427. M&S Bank is part of the HSBC Group. Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence. © Marks & Spencer Financial Services plc 2023. All rights reserved. Marks & Spencer Financial Services plc's principal business activity is to provide a range of banking and financial services products.

Accessibility

To find out more about our accessible services, please visit marksandspencer.com/accessibility.

If you'd like this document in another format such as large print, braille or audio, please contact us on 0345 900 0900.

M&S Bank is a trading name of Marks & Spencer Financial Services plc. Registered in England No.1772585. Registered office: Kings Meadow, Chester CH99 9FB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Marks & Spencer Financial Services plc is entered in the Financial Services Register under reference number 151427. M&S Bank is part of the HSBC Group. Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence. © Marks & Spencer Financial Services plc 2023. All rights reserved. Calls may be recorded for our mutual security, training and monitoring purposes.



CMT0433

MSB10226-01/0723