

# Internet Banking terms of use

# M&S BANK

Your agreement with us for the use of the Internet Banking Service consists of:

- these Internet Banking Terms and Conditions and any additional terms and conditions we give to you relating to the Internet Banking Service (the "Terms"); and
- any specific terms and conditions relating to your use of the Internet Banking Service that are in the terms and conditions that apply to any specific product or service you can access via the Internet Banking Service which may be provided before, at the same time as, or after you start using the Internet Banking Service.

In the event of a conflict between the Terms and any terms and conditions that apply to any specific product or service you have that you can access via the Internet Banking Service and which relate to your use of the Internet Banking Service, the Terms will apply unless the conflict relates to terms and conditions about making payments via Internet Banking in which case the terms and conditions that apply to the specific product or service that you have will apply.

We may change the Terms in accordance with clauses 10 to 12.

The Internet Banking Service should not be used for business purposes. No third party will have any rights under the Terms.

**Please read the Terms and keep them in a safe place. You can ask for a copy of the Terms at any time.**

## 1. DEFINITIONS

- 1.1. 'you', 'your' and 'yours' mean the person requesting Internet Banking.
- 1.2. 'we', 'us' and 'our' mean M&S Bank, and any agents we appoint to provide all or any part of Internet Banking.
- 1.3. 'HSBC Group' means HSBC Holdings plc, its subsidiaries, associated and affiliated companies.
- 1.4. 'Marks and Spencer Group' means Marks and Spencer plc, its subsidiaries, associated and affiliated companies.
- 1.5. 'Internet Banking Service' and 'Internet Banking' mean the Internet Banking service provided by us to you by which you may access information and give instructions in respect of certain of your products or services. We may make additional functions available to you such as e-messaging or the ability to apply for new products or services; if we do this, we will make information about it available to you.
- 1.6. 'Working Days' mean Monday to Friday except public holidays.

## 2. USING INTERNET BANKING

You can use Internet Banking by logging on, using your user ID, password and providing other security information. We may notify you from time to time of changes in the security information we may require for accessing Internet Banking.

## 3. YOUR SECURITY DUTIES

- 3.1. You must take all reasonable precautions to keep safe and prevent fraudulent use of your Internet Banking security details (this will include your user ID, PINs, passwords and other security information).
- 3.2. These precautions include, but are not limited to all of the following:
  - never writing down or otherwise recording your PIN and other security details in a way that can be understood by someone else;
  - not choosing security details that may be easy to guess;
  - taking care to ensure that no one hears or sees your security details when you use them;
  - keeping your security details unique to your products with us;
  - not allowing anyone else to have or use your PIN or any of your other security details and not disclosing them to anyone, including the police, an account aggregation service and us, except when registering for or resetting your security details (but even then do not disclose in full);
  - keeping information about your account containing personal details (such as statements) safe and disposing of them safely. People who commit fraud use many methods such as searching in dustbins to obtain this type of information. You should take simple precautions such as shredding paper containing such information;
  - changing your security details immediately and telling us as soon as possible if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
  - keeping your PIN and other security details safe;
  - keep your personal computer secure by using anti-virus and antispyware software and a personal firewall;
  - keep your passwords and PINs and other security details secret – we will never ask you for your online banking security information in full;
  - never go to an internet banking site from a link in an email and then enter personal details, always access Internet Banking by typing in the bank address to your web browser;
  - never access Internet Banking from any computer connected to a local area network (LAN) (this is usually the case for computers you use at work) or any public internet access device or access point (for example, at an internet cafe) without first making sure that no one else will be able to observe or copy your access or get access to Internet Banking by pretending to be you;
  - never record any password or other security details on any software

which retains it automatically (for example, any computer screen prompts or 'save password' feature or the line on your internet browser) unless retaining your password or security details is a specific function of a banking service provided by us;

- once you have logged on to Internet Banking, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and
  - follow all security measures recommended by the manufacturer of the device you use to access Internet Banking, for example, the use of personal identification numbers for mobile telephones with internet access.
- 3.3. If any PIN or security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on the following numbers:
    - From the UK: 0800 363459
    - From outside the UK: +44 1244 879080

## 4. INSTRUCTIONS

### 4.1. General

- 4.1.1. If your personal security details have been used to access Internet Banking and we have not received any notification from you under clause 3.3 of these Terms, we will act on any instruction we receive via specific functionality on Internet Banking, but we may make further fraud prevention checks into an instruction and may refuse to act on an instruction:
  - if we are permitted to do so under any of your specific product terms and conditions;
  - if we are not reasonably satisfied the instruction is lawful;
  - if we consider Internet Banking has been or is likely to be misused; or
  - for fraud prevention purposes.
- 4.1.2. If we refuse to act on an instruction, we will make reasonable efforts to tell you, or make this information available to you, with the reasons for the refusal (if possible) and any factual errors that led to the refusal. We will not do this where it would be unlawful to do so.

### 4.2. Making payments

You may be able to make payments from your account(s) via Internet Banking.  
Please see your specific product terms and conditions for details about this, including the different payments you can make, how you can request to make a payment, when payments will and will not be paid and responsibilities and liabilities around payments.

### 4.3. Secure messaging

- 4.3.1. If we make this facility available to you, you may send us, and we may send you, secure messages over Internet Banking through the 'My Messages' function.
- 4.3.2. If you send us a message we will aim to respond to you within two working days. If this is not possible or we are not willing to answer your query or comply with your request within this timescale or at all we will aim to let you know this within two working days. Please be aware that once you have sent a request we may not be able to reverse it before it is implemented.
- 4.3.3. You must not send us messages:
  - in relation to matters for which there is a specific functionality on Internet Banking for example, to notify us of a change to your address or to make a payment;
  - which require immediate attention (please telephone us instead);
  - which are requests of a transactional nature, for example, share dealing or fund management instructions;
  - which are requests to open or amend or renew existing insurance policies, for example motor insurance, travel insurance, buildings insurance or home contents insurance;
  - reporting the loss or theft of cheques and/or cheque or credit cards or debit cards (please telephone us instead)
  - on behalf of any other person or in relation to our dealings with any other person;
  - in relation to any of your products or services that you can access via Internet Banking that you hold with other HSBC Group companies or with third party companies;
  - which are offensive, frivolous or otherwise inappropriate. If you do so we may, acting reasonably, remove the 'My Messages' facility.
- 4.3.4. We may send you messages concerning any products or services which you have with us, including Internet Banking, or any other service related matters. You should check your messages regularly and every time you log on to Internet Banking as the messages may contain important information, including details of changes that are made to these Terms.

## 5. PRODUCTS/SERVICES

- 5.1. Not all products/services may be accessed under Internet Banking. For details of products/services for which Internet Banking is currently available please refer to our website.

- 5.2. You authorise us to add to Internet Banking all of, or any combination of, the products/services (including those you hold jointly with someone else) that you hold now or in the future with us, other HSBC Group companies, and/or certain other third parties with whom you have a product/service that you opened through us or through another HSBC Group company.

#### **6. FEES**

- 6.1. You are liable for any telephone or other communication charges and any charges made by your internet service provider or any other third party as a result of the use by you of Internet Banking.
- 6.2. Currently, we do not charge you for having Internet Banking but you may be charged for using some of the specific Internet Banking functionalities, for example, you may be charged for instructing us to make certain types of payment via Internet Banking – please see the price list that applies to your products/services for details.

#### **7. ENCRYPTION AND THE USE OF INTERNET BANKING ABROAD**

We use a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside the UK, Jersey, Guernsey and Isle of Man. It is your responsibility to ensure that, if outside the UK, Jersey, Guernsey or Isle of Man, your ability to use Internet Banking is permitted by local law. We will not be liable for any loss or damage suffered by you as a result of not being able to use, or permitted to use, Internet Banking in these jurisdictions.

#### **8. RESPONSIBILITIES**

- 8.1. You will be responsible for all losses you may incur if you act fraudulently in the use of Internet Banking.
- 8.2. You will be responsible for all losses if you intentionally or with gross negligence fail to use Internet Banking in accordance with the Terms (including keeping your PIN and security details safe and notifying us as required in accordance with clause 3.3), but you will not be responsible for any losses you incur after you have notified us of the loss or theft, or suspected use by a third party, of your PIN or other security details in accordance with clause 3.3, or if we fail to provide you with the facilities to notify us as described in clause 3.3.
- 8.3. We will take reasonable care to ensure that any information provided to you by Internet Banking is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Where information provided via Internet Banking is beyond our reasonable control (for example, it is provided by a third party), we cannot guarantee that it is accurate or error free. We also may explain on our website or on Internet Banking screens that certain information is provided subject to certain restrictions, or on a specific basis (for example, it is only accurate as at a certain date). If we do this and you rely on the information, you do so subject to those restrictions or the basis on which the information is provided.
- 8.4. We will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using Internet Banking unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- 8.5. Unless we have specifically agreed with you otherwise, we shall have no liability for:
- 8.5.1. any equipment, software or associated user documentation which any person other than us produces at any time for use, or which can be used, in connection with Internet Banking; and
- 8.5.2. any services through which you access Internet Banking or which you access through Internet Banking which are not controlled by us.
- 8.6. We shall not be responsible to you if we fail to comply with any of the Terms or you suffer any loss:
- 8.6.1. due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- 8.6.2. where this is due to our obligations under European or national law.

#### **9. SUSPENDING INTERNET BANKING**

- 9.1. We may at any time suspend your use of Internet Banking if we have reasonable grounds which relate to:
- 9.1.1. the security of or the suspected unauthorised fraudulent use of Internet Banking;
- 9.1.2. if we consider there is a significantly increased risk that you will be unable to repay any overdraft on your accounts;
- 9.1.3. if we consider there is a significantly increased risk that you will be unable to repay any debt that you owe to us and you can make payments using Internet Banking that would increase that debt;
- 9.1.4. if you hold products or services jointly, and we are required under the mandate to suspend your use of Internet Banking (for example, because we learn of a dispute between the parties).
- 9.2. We will normally give you advance notice (in writing or by phone) if we are going to suspend your use of Internet Banking. We will tell you why we are taking this action but we will not give you notice or details of the reason for the suspension if this would compromise our reasonable security measures or if it is unlawful to do so. We may occasionally suspend your use of Internet Banking without notifying you where we have been unable to contact you in advance. We may also suspend your use of Internet Banking due to national or European legal obligations that apply to us.
- 9.3. You can ask us to lift any suspension of your use of Internet Banking by calling us. We will notify you at the time, if the circumstances leading to the suspension no longer apply, that you may continue to use Internet Banking.

#### **10. CHANGING THESE TERMS**

- 10.1. We may change clauses 14.3 to 14.6 in the following ways:
- 10.1.1. if the change is unfavourable, by giving you at least 60 days' advance personal notice; and
- 10.1.2. for any other changes, by telling you about it personally within 60 days' of the change.
- 10.2. We may make any other change to the Terms, including introducing specific charges for using Internet Banking, by giving you at least two months' advance personal notice.
- 10.3. When we tell you about a change personally, we may do this by post, email, secure e-message, a message on your statement, or in any other way that will be sent to you individually.

#### **11. REASONS FOR MAKING CHANGES**

We may make any change to the Terms under clause 10 for all or any of the reasons set out in this clause 11 that apply:

- If the change is favourable to you.
- Following, or in anticipation of, and to reflect a change in relevant law or regulation or to reflect a change in industry guidance or code of practice or good banking practice.
- To reflect the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
- To reflect the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
- To make the Terms clearer.
- To reflect any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
- To reflect changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities.
- To improve the services we provide.
- To reflect our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.
- For any other valid reason that is not set out in this clause 11.

#### **12. WHAT YOU CAN DO WHEN WE TELL YOU ABOUT A CHANGE**

- 12.1. You may end this agreement within two months of the date of any advance notice of a change we send to you in accordance with clause 10, or, if longer, up to the date the change is due to take effect. If you do so, you will no longer be able to access Internet Banking and we may also take this as notice from you that you want to close immediately any products you have that can only be accessed and operated via Internet Banking. There will be no charge for this. If you do not tell us that you want to end this contract, and if we do not hear from you as described in clause 12.2 before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.
- 12.2. If you do not accept a change made under clause 10, then you must tell us before the change takes effect and we will treat this as notice from you to end this agreement immediately in accordance with clause 13, and we may also take this as notice from you that you want to close immediately any products you have that can only be accessed and operated via Internet Banking. There will be no charge for this. This will mean that you will no longer be able to access Internet Banking.

#### **13. ENDING THIS AGREEMENT**

- 13.1. You can end this agreement at any time by writing to Customer Services team, M&S Bank, Kings Meadow, Chester CH99 9FB or by contacting us via Internet Banking. If you close Internet Banking, we may also take this as notice that you want to close immediately any products you have that can only be accessed and operated via Internet Banking.
- 13.2. We can end this agreement immediately in the following circumstances:
- 13.2.1. if you have significantly broken any of the Terms; or
- 13.2.2. if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with any of your products that you can access through Internet Banking.
- 13.3. We will give you notice in writing immediately after this agreement has been ended under clause 13.2.
- 13.4. We may end this agreement for any other reason by giving you at least two months' personal written notice.
- 13.5. If this agreement ends, you will no longer be able to access Internet Banking. This may have an impact on some of your products, for example, any products you have that can only be accessed and operated via Internet Banking may be closed, and if you receive online statements for your products you will start to receive paper statements instead.

## 14. GENERAL

### 14.1. Cancelling Internet Banking

For a period of 14 days after you register for Internet Banking you have the right to cancel your agreement with us. You can do this by writing to Customer Services team, M&S Bank, Kings Meadow, Chester CH99 9FB or by contacting us via Internet Banking.

### 14.2. Availability of Internet Banking

Internet Banking, or services provided through Internet Banking, may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so.

### 14.3. Changing the website through which you access Internet Banking.

The layout, form and wording of the site(s) or screens through which you access Internet Banking, and Internet Banking screens themselves, are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes without notification to you.

### 14.4. Copyrights, trademarks and copying materials

14.4.1. We have a licence for, or own, all copyrights for our internet website(s) through which you access Internet Banking and all trademarks and other materials used on it.

### 14.5. Online applications

You may be eligible to apply for some products through the 'apply for a product' function.

### 14.6. Information about you

14.6.1. Full details of how we, the HSBC Group, the Marks and Spencer Group and other companies approved by Marks and Spencer plc (which may include insurance companies) process your personal data can be found in your M&S Banking Terms and Conditions, M&S Bank Credit Card Terms and Conditions and/or the Terms which are applicable to any other accounts/policies or other products/services which you can access through Internet Banking.

14.6.2. We, the HSBC Group, the Marks and Spencer Group and other companies approved by Marks and Spencer plc (which may include insurance companies) may collect, use and share relevant information about you, your transactions, your use of our products and services, and your relationships with us, the HSBC Group and the Marks and Spencer Group to provide you with Internet Banking and details of your accounts/policies or other products/services via Internet Banking.

### 14.7. Notices

All notices to be given by us to you under the Terms (including any changes to the Terms) will be given to you personally and this may, subject to the requirements of clause 10 above, be in writing, by email or electronically through Internet Banking.

### 14.8. Not enforcing the Terms

If any part of the Terms proves to be unenforceable in any way, this will not affect the validity of the remaining Terms in any way. We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of these Terms later on.

### 14.9. Governing law and language

14.9.1. For products/services held in the UK, the Terms are governed by the laws of England and Wales as are our dealings with you until the time your product/service is opened. For products/services held in the Channel Islands and Isle of Man, the local law of the island where your products/services are held will apply. Alderney and Sark are governed by the laws of the Bailiwick of Guernsey. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales, or the Isle of Man, Jersey or Guernsey as appropriate depending upon where the products/services are held.

14.9.2. The Terms are in English and all communications we send to you will be in English.

## General information

### Issued by Marks & Spencer Financial Services plc.

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. A wholly owned subsidiary of HSBC Bank plc.

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. You can view the FCA register at: [fca.org.uk](http://fca.org.uk).

Marks & Spencer Financial Services plc subscribes to the Lending Code.

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We offer many services for our disabled customers. For more information call us on 0345 900 0900 (textphone 0345 300 1815). Lines are open 24 hours a day in the UK or +44 1244 879080 from outside the UK. To help us continually improve our service and in the interests of security we may monitor and/or record your telephone calls.

## How to complain

If you would like to make a complaint, then any enquiry or complaint relating to your account should in the first instance be addressed to Customer Relations department, Marks & Spencer Financial Services plc, Kings Meadow, Chester CH99 9FB. Tel: 0345 900 0900.

If we are unable to resolve your complaint to your satisfaction you may also complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0300 123 9123. Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk) Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

The existence of the complaints procedures outlined above does not affect any right of legal action you may have against us or the Insurer. A full written complaints procedure is available upon request.

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 our mutual security, training and monitoring purposes. 03 numbers are charged at the same rate as a standard 01 or 02 landline number, even when calling from a mobile. Calls to 03 numbers will normally be part of any inclusive minutes provided with phone packages. You should check this with your service provider.

Effective from 01/04/14

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