M&S Currency Account

Terms and Conditions

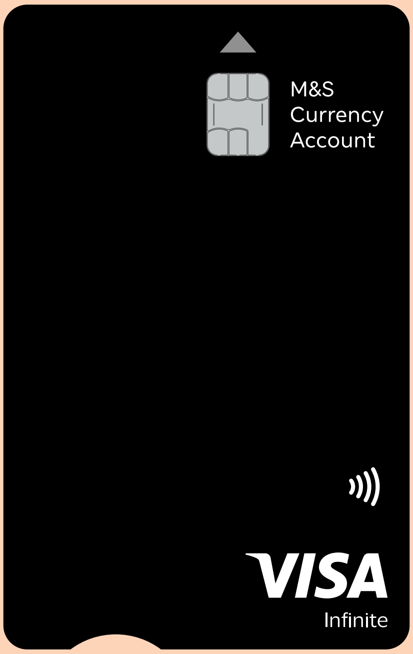
Effective from 11 December 2025

Contents

You and HSBC UK: our agreement

By opening an M&S Currency Account (‘**Account**’), you’re setting up an agreement with HSBC UK Bank plc. We’ve included all the terms of that agreement here and you can ask us for a copy at any time by starting a chat with us on the M&S Banking app or by calling us.

Welcome to your M&S Currency Account



Getting started

Your Account is a digital account that lets you convert and spend in the currencies we support. It's designed to support your spending while travelling or in the UK.

Once your M&S Currency Account is open, we'll send your debit card. Plus, you'll find all your card details in the M&S Banking app, so you can make online and digital wallet payments straight away.

You can use your M&S Currency Account to:

- Manage money
- Make debit card payments
- Withdraw cash from a cash machine

All the currencies you can hold are listed in your M&S Banking app. We call these '**MCA currencies**'. The amount you hold for each currency is a '**currency balance**'. This means you'll have a separate balance for each currency we offer.

We convert money between currencies in your Account using the MCA Exchange Rate. This is the relevant market exchange rate, plus our mark-up. The rate will depend on things like the currencies you're converting, the amount, and whether the foreign currency markets are open or closed at the time of the conversion. See the '**What's the MCA Exchange Rate?**' section for more information.

Finding your pin

You can view your pin in the M&S Banking app and manage your money from there, from top-ups to transfers.

Here to help

You can chat with us whenever, from wherever, on the M&S Banking app.

Are there any limits on how you can use your Account?

You can only have one Account at any time. The Account is only for personal use. You can't use it for a business or as a joint account.

You must not use your Account or debit card for:

- Any gambling activity
- Buying or selling cryptocurrency
- Cash-like transactions
- Any other category of transaction that we don't allow. We can list these in a prohibited use policy

£$€ A '**cash-like transaction**' includes things like buying foreign currency from another bank or Bureau de Change (excluding M&S Travel Money). This includes traveller's cheques and pre-paid foreign currency travel cards.

You'll need to stay within the limits we apply to the Account. We may apply limits to:

- How much of each currency you can hold
- The total amount you can hold in your Account
- The payments you can make to and from your Account

You can find more information on limits on the M&S Bank website marksandspencer.com/currency-account.

These limits may change, so always check the latest limits that apply.

Making payments

Your linked account

Once you open your Account, you'll need to give us the details for a UK account to withdraw money online. This account must be in your name and be in GBP – this will become your '**linked account**'.

You can only send money from your Account to your linked account in GBP. You can do this by using the M&S Banking app.

You can change the details of your linked account at any time in the M&S Banking app. You'll just need the sort code and account number for your UK account. The name of the account holder on the linked account must match the name on your Account.

If you ask us to send money to your linked account by 11:45pm UK time, the money will reach the bank holding your linked account straight away. If you ask us to send money after 11:45pm UK time, your money will reach the bank the next day.

How can you add money to your Account?

Currency balance	How can you add money?
Pounds sterling (GBP)	**Add money to your Account** You can only pay money into your Account in GBP. When you pay money in, we'll always add it to your GBP currency balance. Move money from another currency balance in your Account You can transfer money from one of your other currency balances to your GBP currency balance. We'll use the MCA Exchange Rate at the time of the transfer.
Foreign currency	**Move money instantly between currency balances in your Account** To add money to a foreign currency balance you need to make a transfer from another currency balance in your Account. We'll convert the money using the MCA Exchange Rate at the time of the transfer.
Money moved from one currency balance to another can be used straight away.	

You won't earn interest on money held in the Account.

How can you withdraw cash and make debit card payments?

Which currency balance will be used when you make a cash withdrawal or debit card payment?		What if there isn't enough money in that currency balance?
If the transaction is in an MCA currency:	We'll use the currency balance that matches the currency of the transaction.	We'll add money by transferring money from your other currency balances. We'll take money from your GBP currency balance first. If there isn't enough money, we'll then transfer in more from your other currency balances. We'll start with the currency with the highest balance when converted to GBP, going down to the lowest balance.
If the transaction is not in an MCA currency:	We'll use your GBP currency balance. The card scheme (for example VISA) will convert the transaction into GBP. They'll do this on the day they process the transaction using their exchange rate. You can check the exchange rate on their website.	If there's enough money in any other currency balances, we'll transfer the amount needed to your GBP currency balance. We'll start with the currency with the highest balance when converted to GBP, going down to lowest balance. Once your GBP currency balance has enough money, the card scheme will convert the transaction into GBP using their exchange rate.

Example:

Transferring money between currency balances to make a card payment.

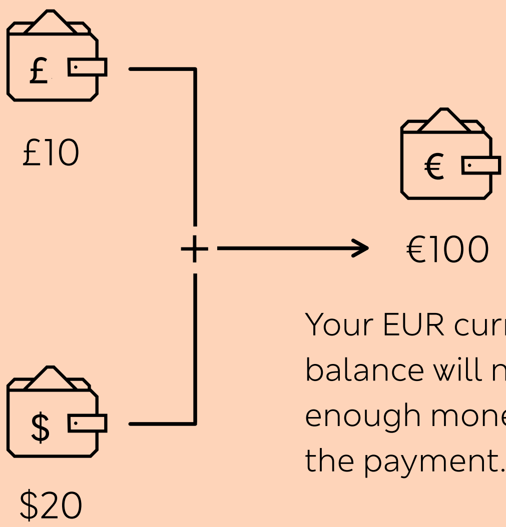
You have £10, $30 and €70 in your Account.

The MCA Exchange Rate is €1 = £1 and €1 = $1.

You want to buy something that costs €100

We'll convert £10 from your GBP currency balance first into euros and move that to your EUR currency balance.

Your EUR currency balance needs €20 more to make the payment. We'll take the rest of the amount needed from your USD currency balance by converting $20 into euros.



Your EUR currency balance will now have enough money to make the payment.

If the card payment was for the same amount but not in an MCA currency, we'll move money from your EUR currency balance to the GBP currency balance first. This is because the EUR currency balance is higher than your USD currency balance (when converted to GBP). If the GBP currency balance still doesn't have enough money, we'll take the amount needed from your USD currency balance.

The payment will then be taken from your GBP currency balance using the card scheme's exchange rate.

Are there charges for a cash withdrawal or debit card payment?

No, we don't charge for cash withdrawals or debit card payments.

Each time we need to convert money between currency balances to cover the transaction, we'll use the MCA Exchange Rate at the time of the transfer. This means that if we need to convert money from multiple currency balances, we'll apply the MCA Exchange Rate to each conversion. The MCA Exchange Rate includes our mark-up.

If the transaction you want to make isn't in an MCA currency, the card scheme will use their exchange rate to convert it into GBP. This will include a mark-up for the card scheme.

Other companies (like ATM providers) may have charges.

What's the MCA Exchange Rate?

The M&S Currency Account Exchange Rate ('**MCA Exchange Rate**') is the rate we'll apply to a conversion based on the relevant market exchange rate, plus our mark-up.

You can find further details of how we calculate the MCA Exchange Rate on the M&S Banking app. You'll also see the MCA Exchange Rate and our mark-up on your screen before you move money between currency balances.

The '**market exchange rate**' is the rate the currencies are bought or sold at in the foreign currency market.

The '**mark-up**' is the difference between the market exchange rate and the MCA Exchange Rate.

For each conversion, our mark-up can be different. This means the MCA Exchange Rate won't always be the same. Our mark-up may be based on things like:

- The currency of the money being converted
- The currency the money is converted into
- The amount being converted
- Whether the foreign currency markets are open or closed at the time of the conversion

Sometimes we may not be able to make a payment straight away. For example, if we're concerned about fraud or need to follow legal or regulatory requirements. If this happens, the MCA Exchange Rate may be different by the time we make the payment. You can cancel the payment if you don't want to make it anymore by contacting us before it goes through. You'll be able to see the rate that applied on the M&S Banking app.

What if there’s not enough money in your Account?

You must not make payments that will bring your Account balance below zero. But if you do and we need to make a payment even if you don’t have enough money, it will bring your GBP currency balance below zero.

If the payment is not in GBP, the negative GBP balance will be calculated using either:

- The MCA Exchange Rate if the payment is in an MCA currency or
- The card scheme’s exchange rate if the payment is not in an MCA currency

You must add money to your Account straight away and bring your Account balance back to zero. We may stop you making payments from the Account until you do this. If you don’t do this, we may take action to recover this amount. This may affect your credit score and we may close your Account.

What happens if you get a refund?

If the refund is in an MCA currency, we’ll add it to the matching currency balance.

If the refund isn’t in an MCA currency, it’ll be converted into GBP. The conversion will use the card scheme exchange rate at the time of the refund. This means the amount you get may not be the same as the original amount you paid.

If we converted money between currency balances to make the original payment, you won’t get back any mark-up in the MCA Exchange Rate(s) that applied.

Can you cancel or change payments?

We can’t cancel any immediate payments. You’ll need to contact the business you paid if you want your money back.

If you want to cancel a payment for a future date, you’ll need to let us know by using chat within the M&S Banking app. You’ll need to tell us by the working day before the payment is made.

If you don’t tell us before then, the payment may still happen. If you tell us in time but the payment is still made, we’ll give you a refund straight away. To make sure the payment is cancelled, you should also tell the business that collects the payment.

A working day is usually Monday to Friday 8am to 8pm (excluding bank holidays) in the UK.

Your Account: who can use it and keeping it secure

How will we check it's you and keep your Account secure?

When you access your Account, we'll need to check it's really you. If your security details are used, we'll assume it's you. Keep your security details private and don't let anyone access any devices you use to make payments.

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

What do we mean by 'security details' and 'payment device'?

We ask for security details to keep your Account safe.

Some examples of '**security details**' are:

- Codes
- Passwords
- PINs
- Biometric data
- Information you use with a payment device

A '**payment device**' is a device you can use to make payments or access your Account, including cards or a digital wallet on your phone.

Keeping your Account secure

We'll do all we reasonably can to keep your Account secure. Here are some things you should do too.

Do

- Keep your security details and payment device safe
- Safely destroy any security details we send you
- Use different security details for different things – like different PINs for each card you have
- 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 someone else knows your security details, change them straight away and tell us as soon as possible
- Take care when you transfer a payment device to someone else (like selling your phone or giving it to someone for repair). You should delete any stored cards or any digital wallets. You should also delete any biometric data, like access from any linked device and fingerprint, face or voice ID

Don't

- Allow anyone to use your payment device
- 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

For more details on keeping your money and Account safe visit our 'Fraud and Security Centre' page at bank.marksandspencer.com/fraud-and-security.

If we think there's something wrong, we'll let you know in the quickest and most secure way. This might be a text or a phone call. We'll do this if there's actual or suspected fraud on your Account or threats to your Account security.

What if you want to use another app or web provider to access your Account?

You may want to use an app or web service provided by someone else to access your Account. These are known as '**third party providers**' or '**TPPs**', and can do things like:

- Letting you see information about all your online payment accounts in one place
- Asking us to make payments from your Account on your behalf

This agreement still applies if you want to use a TPP. You need to give TPPs permission for them to do these activities on your Account.

If you notice a problem with a payment while using a TPP, tell us right away.

When can we refuse to accept or make payments?

We can refuse to accept a payment into your Account if we're acting reasonably.

We can refuse to make a payment from your Account if:

- There isn't enough money in your Account
- You haven't given us any extra information about the payment that we've reasonably asked for
- It goes over a payment limit
- It's a transfer to an account that isn't your linked account
- It's a type of transaction that you're not allowed to make (see '**Are there any limits on how you can you use your Account**' section)
- It's connected in any way to a country which we don't allow payments to or from
- We reasonably believe that any of the below has happened:
  - There's been a breach of security or misuse of your Account, security details or a payment device
  - There's been fraudulent or criminal activity and it's reasonable for us not to make the payment. It doesn't matter whether it's linked to your Account or your relationship with us
  - The payment would cause us to break the law
  - The payment would go against a regulation or code we follow, a court order or other duty, or requirement we follow
  - The payment could mean we face action or criticism 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 HSBC UK Bank plc and any HSBC Group Company worldwide.

If we can, we'll tell you why we've refused a payment. In some cases, we can't tell you for legal or security reasons or to stop fraud.

When can we limit access to your Account?

Blocking your payment device and your access to services

We can block any payment device (including access to the M&S Banking app). This could be where:

- We suspect fraud or criminal use of the payment device
- We have security concerns (for example, if we know or suspect your security details or the payment device have been misused)
- We need to block access to comply with law or regulation

We'll only block if we reasonably believe it's necessary. We'll let you know why as soon as we can (unless we're prevented by law or regulation or for security reasons). We'll unblock the payment device when the reason for the block ends.

If you don't use your Account

If you're not using your Account, we may restrict payments or close the Account to protect you from fraud. We'll take action after two years and will let you know before we do.

What happens if something goes wrong?

What should you do if a payment doesn't look right?

Tell us through chat on the M&S Banking app straight away if:

- A payment is incorrect or may have been made by mistake
- You notice a payment that you didn't make
- You think someone is trying to access, or has accessed, your Account
- Your debit card or security details have been lost or stolen

We'll ask for information to help you. We may help the police and ask you to do this too.

If you find your debit card after you've reported it lost or stolen, contact us before you use it. You may need to destroy it or return it to us instead. You may also need to remove it from any digital wallets or devices it's registered on.

What happens next?

This section is about three main things.

1. Incorrect payments

Payments that haven't been sent to the person or account that you asked us to make the payment to because of a bank error.

2. Unauthorised payments

Payments made without your (or your representative's) permission.

3. Mistaken payments

Payments that haven't been sent to the right person or account because you gave us the wrong details.

Will you get your money back?

If you tell us that the payment was unauthorised...

We'll normally refund your money (including any fees) before the end of the next working day after you tell us. We won't give you a refund if it's been more than 13 months since the unauthorised payment was made.

We can take this refund back if we reasonably believe that:

- You acted fraudulently
- You failed to keep your security details or payment device safe on purpose or by being extremely careless. For example, if you knowingly gave your debit card and PIN number to someone else

Are there any exceptions to this?

We won't take a refund back if you've failed to keep your security details or payment device safe and:

- The unauthorised payment was made after you told us that your Account may have been or may be at risk of being accessed without your permission
- We didn't check that it was you who authorised the payment when we were legally required to
- The payment was made online or by telephone for goods or services other than financial services
- You tried to tell us, but our notification channels were not working

If the payment was incorrect because of an error we made...

We'll normally refund your money (including any fees) before the end of the next working day after you tell us.

We can take this refund back if we can show that the payment was received correctly and on time.

You don't have a right to a refund if it has been more than 13 months since the incorrect payment was made.

If you tell us about an incorrect payment more than 13 months after it was made...

If there's been a mistaken payment...

We won't give you a refund, but you can ask us to help you recover your money by contacting the bank that received your payment. This will usually be within two working days after you ask us to.

We may charge our reasonable costs for doing this, but we'll tell you the maximum amount you'll pay before we do.

If we can't recover your money, you can try to get the money back yourself. In writing, ask us to give you all the information we've been given by the bank that received the payment.

What happens if a payment is made into your Account by mistake or fraud?

What we'll do depends on what's happened and how the payment was made:

- If we pay money into your Account by mistake or because of a system error, we'll take it back. This includes errors we or another bank or building society has made
- If we suspect any payment into your Account was made by fraud, or we suspect it is the result of criminal activity, we can limit access to your Account or remove this money without asking you

> If you don't have enough money in your Account when we return a payment, this will bring your Account balance below zero and you must repay us straight away.

If we're told that a payment wasn't meant for you, we'll let you know. This may happen if the person who made the payment used the wrong account number. We may need to return it if you can't show us that the money belongs to you.

We're also required by law to share information about it with the bank the payment came from if they ask us to. This will include your name and address and the payment information. This is so that the person who made the payment can contact you directly.

What happens if your debit card has been charged more than expected?

We may be able to give you a refund if you didn't agree the actual amount and it was higher than you reasonably thought it would be. You need to ask us for a refund within 8 weeks of the payment being charged to your Account.

We may need to investigate whether you are entitled to a refund and ask you for more information. We'll always let you know what's happening and why. We'll do this within 10 working days of receiving your request or on the date we get the information we've asked for.

You won't get a refund if you agreed the payment directly with us or if the information was available to you at least four weeks before you paid.

If we give you a refund but later find that you didn't have a right to it, we'll take the money back from your Account.

Our relationship with you

What might stop us from acting in line with this agreement?

We'll do our best to act in line with this agreement, but we also have to act in line with other obligations that apply to us like laws and court orders.

We may not be able to act in line with this agreement if we need to take action to prevent our services being used for financial crime or if we reasonably believe that doing so may:

- Involve us or you breaking a law, regulation, court order, duty, requirement or other obligation that applies to you, us, or another HSBC Group Company
- Involve us or you committing a crime. For example, where we reasonably believe you're involved in fraudulent or criminal activity of any kind, whether or not linked to your Account or your relationship with us
- Expose us or another HSBC Group Company to action by a government, regulator, law enforcement agency or a third party

If this happens, we may not be able to give you access to your money. We may also need to share information about this, including with other banks.

We won't be responsible to you if this happens. Some parts of this section may need to continue to apply after our agreement has ended. For example, we may still have obligations to share information.

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

If you owe us money that's due for payment, we may take this money from any account you hold to reduce the amount owed. This is called our '**right of set-off**'.

We'll do this if we think it's reasonable. We'll normally warn you in writing before we use our right of set-off. We'll also write to you afterwards to confirm what action we took and how much was transferred out of your account.

We'll always consider your circumstances and whether you'll still have enough money to meet essential living expenses or important debts. We'll also follow any regulatory requirements.

We can take money from your accounts unless we're prevented by the court or by law. We can use money from an account even if there's a court decision against you or if you're fined. If you have money in a foreign currency, we may convert it to GBP using the MCA Exchange Rate.

Sometimes we're given legal instructions or notices to hold money for someone else or to pay it to someone else. If this happens, we won't take money we've been told to hold for someone else.

We can take money from accounts in your name or held jointly with another person.

In this section, "**we**" and "**us**" includes M&S Bank, first direct and any HSBC Group Company worldwide.

What changes can we make?

This agreement doesn't have an agreed end date. As we can't know exactly why we might need to make changes to this agreement, we may also make changes for reasons that aren't covered here.

All changes (except changes to exchange rates)

Changes we don't control

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

Reason for the change	Terms we can change	
	Charges	Other terms
• Changes in general law or regulations. • Decisions or recommendations we must follow, like those made by a court, regulator, or Financial Ombudsman Service • New industry guidance and codes of practice	✓	✓
• To cover changes in the costs of providing the Account	✓	✕

Changes to our business

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

Reason for the change	Terms we can change	
	Charges	Other terms
• Changes to the way we manage the Account because of new technology • Changes to our systems, services or facilities	✓	✓

Changes for other reasons

Reason for the change	Terms we can change	
	Charges	Other terms
There may be changes that need to happen for other reasons that we haven't mentioned in this table. 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	
	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 or service free of charge before the changes happen	✓	✓

When we'll tell you about changes

Change	What notice do we give you?
Changes to your advantage including when we introduce new Account features	Within 30 days or three working days[1] after we make the change.
Changes that aren't to your advantage relating to Account benefits	At least 30 days before we make the change.
All other changes	At least two months before we make the change.

Your rights when we tell you about a change

We'll give you advance notice if we think a change may negatively impact you. This will give you the chance to end our agreement.

For changes we tell you about in advance, you have until the change is made or two months (whichever is 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 don't want to accept a change, you can close your Account without charge.

Changes we can make without telling you in advance

MCA Exchange Rate

We can change the MCA Exchange Rate straight away. We don't give any notice before we change it.

1 Notice within three working days will be given online. Personal notice will be given electronically within 30 days.

How can you or we close your Account or end this agreement, or how can we withdraw services?

This agreement will end when your Account is closed.

Things you need to know before closing the Account

Before you close your Account, you must transfer any money you have in your Account to your linked account. You're responsible for cancelling payments into and out of your Account.

Make sure you've downloaded the information you need from the M&S Banking app and 'My documents' before you go.

If your Account balance is below zero, we'll close the Account when everything you owe us has been paid. Any Account benefits will end when the Account is closed.

If your relationship with us ends, you can ask us for copies of everything we put in 'My documents' for the previous six years.

How you can close your Account or end this agreement

If you want to close your Account, all you need to do is tell us.

- You can do this within the cooling-off period. This is 14 days from the day after we've confirmed we've opened your Account
- You can also do this at any time through the M&S Banking app

There are no fees for closing your Account. The MCA Exchange Rate will apply if you need to convert currency balances back into GBP to withdraw money from your Account before it's closed.

How we can end this agreement and close accounts or withdraw services

We can end the agreement straight away and close your Account or withdraw services without any notice. This could include:

- Restricting access to money in your Account
- Restricting your ability to make and receive payments
- Restricting access to certain services we provide

We'll only do this if certain things happen:

- 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 aren't entitled to have your Account or the service
- You haven't given us information that we've asked for about your tax situation
- You've given us false information
- You haven't had any money in your Account for more than 24 months

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

- You're accessing an account, service, or money illegally or fraudulently (or have done this in the past)
- You've allowed someone else to do this
- You're using the Account in a way not covered by our agreement
- You're involved in any fraudulent or criminal activity. It doesn't matter whether or not this is linked to banking with us
- You've placed us in a position where we might break a law, regulation, code, court order or other duty, or requirement
- You've exposed us, or another HSBC Group company, to action from any government, regulator or law enforcement agency, or a third party
- There's been a breach of security or misuse of your Account, security details or a payment device.

We can also end the agreement and close your Account by giving you at least 90 days' notice or any longer period required by regulation.

When we close your Account, we'll send you any remaining money. This is unless we can't because of laws or other obligations that apply to us.

If you have money in a foreign currency, we'll convert the money into GBP using the MCA Exchange Rate at the time we return it.

If your Account closes and we need to make any payment on your behalf, you must pay us back for this straight away.

Money in your Account

When we withdraw services, you may not be able to access the money in your Account. For example, if we reasonably believe that you're involved in fraudulent or criminal activity of any kind. We may need to ask you for further information or documents. We won't restrict access to your money longer than needed. We'll let you know when our enquiries are complete.

When can we switch you to a different account?

We'll give you at least two months' notice if we're switching you to a different account. We'll only do this if:

- You no longer meet the conditions for the Account
- We've decided to withdraw the Account.

If there are benefits with your Account, these might end if we transfer you to another account.

If we're upgrading your Account, we'll usually give you 30 days' notice.

If you tell us that you don't want the new account, we'll close your Account straight away and pay any money in the Account to you. If there's a charge for the new account, you can close it within 60 days with no charge.

Can we transfer this agreement?

We can transfer all our rights and responsibilities under this agreement and in relation to the Account to someone else. We'll only transfer our responsibilities to someone we think could carry them out as well as we can.

That person or organisation must be authorised or recognised by our regulator as being able to accept deposits. This won't reduce any of your rights in relation to your Account.

You can't transfer any of your rights and responsibilities in relation to the agreement, your Account, or your Account itself, to any other person.

When aren't we responsible if things go wrong?

We'll do all we can to carry out our side of this agreement. But there may be times we can't. We're not responsible for any losses you may have where:

- We can't for legal or regulatory reasons (for example, relating to the prevention of financial crime)
- Something has happened that we couldn't predict or that isn't normal, it's outside our (or our agents' or subcontractors') control and we couldn't have avoided it even where we used all of our efforts to. This includes things like industrial action or mechanical failure.

Which country's courts and laws apply?

If you live in Scotland, Scots law applies to this agreement. If you live anywhere else, English law applies to this agreement.

If there's a dispute between us, you can take legal action against us in any UK court.

Information to help manage your Account

What information will we give you?

You can get information about payments into or out of your Account through the M&S Banking app.

We'll send statements through the M&S Banking app each month there's been a payment in or out of your Account or conversion between currency balances since your last statement, or if there is a balance in your Account.

Contacting us

You can chat to us 24/7 using the M&S Banking app.

You can also call us:

	From the UK	From anywhere else
Lost or stolen cards	0800 085 2411 or through the M&S Banking app	+44 (0)1244 879080 or through the M&S Banking app
Customer Services	0345 900 0900 or through the M&S Banking app	+44 (0)1244 879080 or chat with us through the M&S Banking app

Contacting you

We'll normally contact you using the M&S Banking app through:

- In-app messages
- Push notifications
- Information in 'My documents'

In some cases, we may contact you using other contact details we have for you.

Please keep your contact details up to date. If you don't, we won't be responsible if you don't get information or notices from us.

We usually communicate in English.

What do you need to know about privacy?

Make sure you read our Privacy Notice
We take your privacy seriously. When you open your Account, we'll show you our Privacy Notice. It explains how we collect, use, disclose, transfer, and store your information.

Our Privacy Notice also sets out your rights to your information and when we might need to share it with others. We'll always tell you if we make any important changes to the Privacy Notice. We'll update our website if we make any other small changes to it.

You can find the Privacy Notice at hsbc.co.uk/privacy or ask for a copy by calling us.

How do we use your information for payment services?

When you open an Account with us, you agree to these Account terms. So we can provide payment services, 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.

How can you make a complaint?

If you have a complaint, we'll do everything we can to sort out the problem. Contact us using the details in the 'Contacting us' section. Within five working days, we'll let you know in writing we've received your complaint. We'll then keep you up to date about our progress until we've finished looking into your complaint.

If you still aren't happy, you may be able to refer your complaint to the ombudsman service.

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

If you think we haven't met our legal requirements under the Payment Services Regulations, you can complain to the Financial Conduct Authority using the details on fca.org.uk/contact. These regulations set out things like the information we need to give you about your transactions and when we need to respond to a complaint by. For more information, visit fca.org.uk/consumers/how-complain.

How is your money protected?

We're covered by the Financial Services Compensation Scheme (FSCS). The FSCS could pay you compensation if we can't meet our financial responsibilities. Most customers are covered by the scheme. An eligible depositor is entitled to claim up to the current FSCS limit for deposits.

You'll only be eligible for one claim of up to the FSCS deposit limit in total across all deposits you hold with HSBC UK Bank plc including any other trading name we use.

Get in touch with us for more information about the FSCS. You can also visit the FSCS website fscs.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Only compensation related queries should be sent to the FSCS.

What is the Unclaimed Assets Scheme?

We take part in the Unclaimed Assets Scheme. If there's been no activity from you on your Account for at least 15 years, we may transfer any money in your Account to the Unclaimed Assets Scheme. The scheme is operated by Reclaim Fund Limited.

This includes accounts that we've closed but couldn't repay your money to you. We'll tell you at least 30 days before we transfer the money. If we haven't already, we may then close your Account. If you have money in a foreign currency at the time your Account is closed, we'll convert the money into GBP using the MCA Exchange Rate. We'll do this before we transfer it to Reclaim Fund Limited.

You'll still have the right to your money. You should ask us for information about how to get your money back. If we transfer the money in this way, it doesn't affect any protection you have under the Financial Services Compensation Scheme.

Further information to help you find lost accounts can be found at mylostaccount.org.uk.

Who are we, and how are we authorised?

HSBC UK Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 765112.

You can check these details by visiting the Financial Conduct Authority's website fca.org.uk or contacting them on 0800 111 6768.

HSBC UK Bank plc is a company incorporated under the laws of England and Wales with company registration number 09928412. Its registered office is at 1 Centenary Square, Birmingham, B1 1HQ. HSBC UK Bank plc's registered VAT Number is GB 365684514.

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Accessibility

Need extra help or support? We understand that everyone has different needs. Whether you are dealing with a life event, would like information sent to you in a certain format, or you have health and accessibility needs, we're here to help. Let us know how we can support you by visiting marksandspencer.com/yoursupportneeds.

If you need any of this information in a different format, please let us know. This includes large print, braille, or audio. You can speak to us using chat on the M&S Banking app, or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language Video Relay Service, to find out more please get in touch. You can also visit: marksandspencer.com/yoursupportneeds.