

M&S CURRENT ACCOUNT

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Switching Agreement

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Current Account Switch Agreement

- A) This Current Account Switch Agreement ("Agreement") is made between you (the individual(s) or entity who or which demonstrates consent to its terms) and us, M&S Bank.
- B) The Agreement is made up of the Consent, the Service Conditions and information about Your Right to Cancel the Agreement. Please read it carefully as you will be legally bound by it. If you do not understand any part of it, please contact us (please refer to section 4 for details of how to do this).
- C) The Agreement will end 3 years after your selected Switch Date, e.g. if your Switch Date is 10th October 2016, this Agreement would end on the 9th October 2019; or if your switch date was 8th October 2013 this agreement will end on 7th October 2016. In some circumstances, the Agreement may automatically be extended in accordance with clause 1.14 of the Agreement.
- D) In this Agreement:
- Your "New Account" is the account held with us that you are switching to.
 - Your "Old Account" is the account that you are switching from at your Old Bank.
 - Your "Old Bank" is the bank, building society or other payment account provider displaying the Current Account Switch Service Trustmark that you are switching from.
 - The "Switch Date" is the date that we will arrange for any credit balance to be transferred from your Old Account to your New Account. We will complete the switch of information about your payment beneficiaries and your regular payment mandates from your Old Bank to your New Account on the same day. The Switch Date must be a working day and not a bank holiday that is observed by either your Old Bank or us.
 - For the Current Account Switch Service a 'Current Account' means a sterling (GBP) account held in the name of one or more persons and used to make and receive payments.

Your Obligation

You (or each of you, if more than one of you is required to authorise your account switch) agree and confirm that:

- You will be bound by the terms of this Agreement (made up of this Consent, a data Privacy Notice, the Service Conditions and information about Your Right to Cancel the Agreement) when you sign and return it to us.
- You have given your consent for us to switch your Old Account, which is a qualifying sterling current account, to your New Account.
- You have satisfied yourself that your New Account meets your needs and delivers the services you require even although the protections, features and benefits may not be the same as your Old Account.

- You will select and agree a Switch Date with us.
- The switch process begins 6 working days before the Switch Date.
- You have provided us with an Account Closure Instruction for your Old Account which cannot be reversed or cancelled by you any later than the close of business 7 working days before the Switch Date.
- You have given your consent to the redirection of all payments to and from your Old Account to be made to and from your New Account for 3 years after your Switch Date or longer in accordance with clause 1.14 of the Agreement.
- You have familiarised yourself with the Privacy Notice which explains what we and your Old Bank will use your information for and is separate to this Agreement.
- All information that you have given to us for the purposes of the switch is complete and correct.

Service Conditions

1. The Current Account Switch Service

- 1.1. The Current Account Switch Service Guarantee is issued by us after you have consented to this Agreement and Account Closure Instruction. This means that if you have any questions regarding your switch these should be directed to us, unless otherwise advised.
 - 1.2. There is no charge for the Current Account Switch Service, although there may be other taxes or costs that are not charged by us or paid via us.
 - 1.3. You can change the Switch Date at any time up until the close of business 7 working days before the Switch Date that you have previously agreed with us.
 - 1.4. The switch process begins 6 working days before the Switch Date. We will tell you that the switch is underway and when it is completed, and also if there is any reason why your switch request cannot be initiated or completed.
 - 1.5. We will ensure that your existing regular payment mandates directly linked to your old account (e.g. Standing Orders, Direct Debits and bill payment mandates) are set up on your New Account and details of your existing payment beneficiaries are transferred to your New Account. In cases where we cannot match the payment frequency of your existing regular payment mandates, we will contact you to agree alternative arrangements.
- Note: If you have arranged to make recurring payments using your Old Account debit card number, your Old Bank won't know your New Account debit card number so won't be able to transfer these to your New Account. This means that there is no guarantee that payment requests sent to your Old Account will be redirected to your New Account. The supplier may contact you to request the details of your New Account debit card. We recommend that you contact the supplier to set up a new recurring payment to ensure any service you receive (e.g. insurance) is not interrupted.**

- 1.6. We will also transfer any future dated payments (e.g. with a due date after your Switch Date) that you set up on your Old Account more than 6 working days before your Switch Date to your New Account to ensure these are made on the date originally requested.
- 1.7. The regular payment mandates that we will set up on your New Account as part of the switch will be in operation from the day after the Switch Date.
- 1.8. If you have any existing regular payment mandates that are non-sterling, or that quote a BIC or IBAN, these won't be switched to your New Account automatically. If we can facilitate non-sterling mandates, or ones that quote a BIC or IBAN, you will have to provide us with the relevant details separately so that we can set up them up on your New Account.
- 1.9. If you make any changes to your regular payment mandates on your Old Account or set up any new payment beneficiaries on your Old Account on or after the 6th working day before the Switch Date you must tell us, otherwise these changes will not be implemented on your New Account.
- 1.10. Your Old Bank will forward any funds remaining in your Old Account to your New Account on the Switch Date. There may be a short period when the balance is being transferred when it will not be possible to access the funds being transferred.
- 1.11. Funds will be retained by your Old Bank to cover any transactions made before the Switch Date on your Old Account which are still in the process of being cleared on the Switch Date. On the day that your Old Bank no longer needs to retain funds to cover transactions that are being cleared, it will transfer them to your New Account and they will be credited to your New Account no later than the next working day. Funds will also be retained by your Old Bank to cover debit card transactions that have already been authorised but which have not yet been paid out of your Old Account.
- 1.12. If you have outstanding debt on your Old Account (including any fees or charges) after the Switch Date, your Old Bank will tell you. You are liable for any outstanding debt on your Old Account remaining after the Switch Date.
- 1.13. For 3 years after the Switch Date if your Old Bank receives payments or requests for payments which relate to your Old Account, subject to compliance with applicable laws, it will redirect these to your New Account. However, if there is an outstanding debt on your Old Account, your Old Bank is entitled to use any funds or payments it receives (including by cheque) in full or part settlement of the debt on your Old Account. The originators of any redirected payments or payment requests will be advised of your New Account details.
- 1.14. In the unlikely event that payments continue to be redirected to your New Account during the 13 months leading up to the end of the 3 year redirection period we will automatically extend the redirection service and the term of this Agreement until such time as there is a 13 month period when no Direct Debits, Bacs Direct Credits or Faster Payment transactions have been automatically redirected by the central redirection service. Consequently payments made with intervals of more than 13 months will be disregarded.
- 1.15. For 3 years after the Switch Date, or longer in accordance with clause 1.14 of the Agreement, payments received in sterling from within the UK by your Old Bank will be redirected and credited to your New Account on the same working day that they were received by your Old Bank.
- 1.16. For 3 years after the Switch Date, or longer in accordance with clause 1.14 of the Agreement, payments received by your Old Bank in any currency other than sterling will be redirected in the same currency as your Old Bank receives them on the day that the funds are made available to your Old Bank. In certain circumstances it may be necessary for your Old Bank to redirect the payment to us in sterling. If this happens the Old Bank will provide us with full details of the exchange rate used and we will tell you.
- 1.17. Both we and your Old Bank have cut-off times (which may vary depending on the currency of the payment received) after which any payments received are treated as being received on the following working day. For details of your Old Bank's cut-off times you should contact your Old Bank and for details of our cut-off times you should contact us (please refer to section 5 for details of how to do this).
- 1.18. You can stop any payment(s) being redirected by your Old Bank to your New Account by contacting us (please refer to section 5 for details of how to do this). You need to do this by close of business on the working day before you expect the payment to be received by your Old Bank. **However, please be aware that if you stop your Old Bank redirecting a payment to us, this will mean that your Old Bank will stop redirecting any and all future payments and requests for payments to us from that date. Instead, any payments made to, or requests for payments from, your Old Account will be returned to the payment originator with the reason "account closed".**
- 1.19. If you have used your Old Account debit card before the Switch Date to make payments which have not been authorised and paid by your Old Bank out of your Old Account before the Switch Date, we will pay them out of your New Account (subject to the availability of funds).
- 1.20. If any cheques drawn by you on your Old Account have not been presented to your Old Bank for payment before the Switch Date, we will pay them out of your New Account (subject to the availability of funds). This is dependent on whether or not we are a cheque issuing bank and we have advised you in advance that we will not pay cheques drawn on another bank.

- 1.21. If you have asked your Old Bank to stop a cheque drawn on your Old Account and you change your mind, we may not be able to cancel that stop instruction. If you wish to place a stop on a cheque drawn on your Old Account after the Switch Date you must contact us (please refer to section 5 for details of how to do this) to make this request.
- 1.22. You must not use your Old Account chequebook and debit card details after the Switch Date and you should destroy your Old Account chequebook and debit card promptly after the Switch Date.
- 1.23. The Current Account Switch Service does not include payment arrangements that are held by third party providers. If you think you may have any payment arrangements like this please contact us for advice.
- 1.24. In the event that your Old Bank withdraws from the service and your old sort code is no longer able to receive payments because it is withdrawn from the UK payment systems the redirection service will no longer be available with effect from the date your old sort code is removed from the UK payment system.

2. Errors and Complaints

- 2.1 You will see details of any funds transferred and any forwarded or redirected payments in the next statement that you receive for your New Account. You should check your statement carefully and let us know as soon as possible if you think there has been an error or if funds haven't been transferred or a payment hasn't been forwarded or redirected as expected.
- 2.2 If something goes wrong with the Current Account Switch Service (for example if a payment is not redirected, is redirected incorrectly, or is lost), we will correct the error, you will receive a refund of any interest and/or charges incurred, paid or lost on your Old Account or your New Account as a result of the failure and we will notify you of any action we have taken and the outcome.
- 2.3 If you have a complaint about the Current Account Switch Service it should be raised with us in the first instance (please refer to section 5 for details of how to do this) and we will deal with it as quickly as possible under our internal complaints procedure, copies of which are available on request. We will tell you if we pass your enquiry on to your Old Bank and advise you how we intend to deal with your complaint from that point.
- 2.4 If we do not resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service, which is the independent service for settling disputes between consumers and businesses providing financial services. Their contact details are: Address: Exchange Tower, London, E14 9SR Telephone: +44 (0)800 023 4567 E-mail: complaint.info@financial-ombudsman.org.uk

3. This Agreement

- 3.1 We will give you at least 2 months' notice of changes to the redirection services provided under this Agreement. If you are not happy with

the changes, you should tell us and you will be able to end the Agreement immediately and without charge before the changes take effect. If we do not hear from you, we will treat you as having accepted the changes. We may make changes:

- to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
 - to meet regulatory requirements;
 - to reflect new industry guidance and codes of practice which improve consumer protection;
 - to reflect the introduction of or changes to technologies or other innovations or changes to payment systems or schemes; and
 - to help us introduce new or improved systems, methods of operation and new features or services that may benefit you.
- 3.2 If you ask us, we'll provide you with a further copy of this Agreement.
 - 3.3 You can end this Agreement at any time by contacting us. If you end this agreement all payment redirection activities will stop (see paragraph 1.18 above for what will happen if payment redirection activities stop).
 - 3.4 We will stop the switch and/or suspend redirection activities if we have reasonable grounds to suspect fraud perpetrated by a third party or we consider it appropriate for your protection or to comply with our statutory duties. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will do so as soon as we can afterwards. You are responsible for all losses incurred by you if you have acted fraudulently.
 - 3.5 We may, at any time, transfer to any person or business any or all of our rights and duties under this Agreement. We will only do this if you are no less favourably treated after the transfer than beforehand.
 - 3.6 If your address is in Scotland or Northern Ireland, the laws of Scotland or Northern Ireland apply to this Agreement and the courts of Scotland or Northern Ireland may settle any related dispute. If you live elsewhere, the laws of England apply to this Agreement and the courts of England and Wales have non-exclusive jurisdiction to settle any related dispute.

4. Contacting Us

- 4.1 You can contact us by:
 - visiting or writing to your local branch
 - via internet banking
 - telephoning us on 0345 900 0900*. We're available for you 24-hours a day, 7 days a week.
- 4.2 We will only communicate with you in English and we will use the contact details you have given us to contact you by phone, post or by e-mail.
- 4.3 Our head office details are: M&S Bank, Kings Meadow, Chester, CH99 9FB

4.4 We are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Our firm reference number is 151427. The FCA's address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. The PRA's address is 20 Moorgate, London, EC2R 6DA.

5. Your right to cancel this agreement

You have a 14 calendar day period in which you can contact us to cancel this Agreement. The 14 day period begins the day after you authorise us to switch your account, unless you have agreed to the switch before receiving this Agreement, in which case the 14 day period begins the day after you receive this Agreement. If you cancel this Agreement, any account switch processes already completed cannot be reversed or unwound.

The following points describe what will happen if you exercise this right to cancel the Agreement at key times during the switch.

5.1 At least 7 working days before the Switch Date:

- You can continue to use your Old Bank account because it will not be closed.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will not be transferred to your New Account.
- No balance transfer will take place.
- No payment redirection activities will be undertaken.

5.2 During the 6 working days before the Switch Date:

- Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to section 4 for details about how to do this) if you wish to cancel any of them. Please note that if you decide to cancel any payment arrangements with us it does not mean they will remain available to you at your Old Bank.
- The transfer of your Old Account balance to your New Account will be stopped provided we have enough time to notify your Old Bank that you have cancelled the Agreement before your Old Bank closes for business on the working day before the Switch. Your Old Bank will contact you to find out where you would like your money (e.g. the credit balance in your Old Account) to be sent.
- No payment redirection activities will be undertaken after the Switch Date.

5.3 On the Switch Date, or later (and within the 14 day cancellation period):

- Your Old Account will be closed from the Switch Date because your Account Closure Instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your Old Account will still be transferred to your New Account and you will need to contact us (please refer to

section 4 for details about how to do this) if you wish to cancel any of them.

- The balance transfer from your Old Account to your New Account will have been completed.
- No payment redirection activities will be undertaken after the day that you cancel this Agreement.

If you change your mind after the switch has started, you might want to consider waiting until after the Switch Date. You can then request another bank or building society to switch your account from us. Please note that you may not be able to switch back to your Old Bank or to the type of current account you held with your Old Bank.



Current Account Switch Service – Account Closure Instruction

In this Agreement:

- Your "New Account" is the account held with us that you are switching to.
- Your "Old Account" is the account that you are switching from at your Old Bank.
- Your "Old Bank" is the bank, building society or other payment account provider displaying the Current Account Switch Service Trustmark that you are switching from.
- The "Switch Date" is the date that we will arrange for any credit balance to be transferred from your Old Account to your New Account. We will complete the switch of information about your payment beneficiaries and your regular payment mandates from your Old Bank to your New Account on the same day. The Switch Date must be a working day and not a bank holiday that is observed by either your Old Bank or us.
- For the Current Account Switch Service a 'Current Account' means a sterling (GBP) account in the name of one or more persons and used to make or receive payments.

Please instruct my Old Bank that I wish to close my Old Account because I am switching my current account to my New Account with you.

By consenting I/we (if more than one of us is required to authorise this account closure instruction) understand as follows.

1. My Switch Date is the date my switch completes and I will agree my Switch Date with my New Bank.
2. I confirm that I have satisfied myself that my new account meets my needs and delivers the services I require even although the protections, features and benefits may not be the same as my old account.
3. Unless I have outstanding debt on my Old Account, closure of my Old Account will be effective from my Switch Date. **I understand that, whether or not I have an outstanding debt on my Old Account, my Old Account will not be available for use from my Switch Date**, even if I:
 - decide to close my New Account; or
 - change my mind about the switch.
4. By closing my Old Account I am withdrawing my authority for any regular payment mandates on my Old Account (as I am transferring this authority to my New Account).
5. If I make any changes to the regular payment mandates on my Old Account or set up any new payment beneficiaries on my Old Account on or after the 6th working day before my Switch Date I must tell my New Bank, otherwise those changes or new regular payments will not be implemented on my New Account.
6. As at my Switch Date, any benefits or services associated with, or dependent upon, my Old Account (e.g. travel insurance or preferential rates) will terminate.
7. My Old Bank will retain enough funds to cover:
 - transactions made on my Old Account before my Switch Date which are still in the process of being cleared on my Switch Date, until those transactions have cleared; and debit card transactions that have already been authorised but which have not yet been paid out of my Old Account.
8. I must not write any cheques on my Old Account or use the debit card for my Old Account after my Switch Date, and I will promptly destroy my old cheque book(s) and debit card(s) for my Old Account after my Switch Date.
9. Any cheque that I pay into my Old Account before my Switch Date will be cleared through my Old Account and the cheque value will be transferred to my New Account when it has cleared.
10. After my Switch Date:
 - I should contact my New Bank if I want to stop a cheque drawn on my Old Account; and
 - I may not be able to remove any existing stop instruction on a cheque drawn on my Old Account.
11. If I have outstanding debt on my Old Account (including any fees or charges) after my Switch Date, my Old Bank will tell me. In such circumstances:
 - my Old Bank will block my Old Account and I will not be able to carry out any further transactions on it, with the exception of repaying the outstanding debt; and
 - the terms and conditions of my Old Account will continue to apply until I have repaid the outstanding debt in full, at which time my Old Account will be closed.
12. If there is an outstanding debt on my Old Account after my Switch Date, my Old Bank will be entitled to use any funds or payments it receives (including by cheque) in full, or part, settlement of the debt on my Old Account.
13. For 3 years after my Switch Date, or longer in accordance with clause 14 below, if my Old Bank receives payments or requests for payments it will redirect these to my New Bank (e.g. all incoming credits and Direct Debit requests). However, my Old Bank will still have to comply with applicable laws (for example relating to fraud, money laundering etc.), so in certain circumstances it may not be permitted to do so.
14. In the unlikely event that payments continue to be redirected to my New Bank during the 13 months leading up to the end of the 3 year redirection period, the redirection service and the term of this Agreement will automatically be extended until such time as there is a 13 month period when no Direct Debits, Bacs Direct Credits or Faster Payment transactions have been automatically redirected by the central redirection service. Consequently, payments made with intervals of more than 13 months will be disregarded.

M&S Bank is pleased to offer the Current Account Switch Guarantee.

Current Account Switch Guarantee



We have designed the Current Account Switch Service to let you switch your current account from one bank or building society to another in a simple, reliable and stress-free way. It will only take seven working days.

As your new current account provider we offer the following guarantee.

- The service is free to use and you can choose and agree your switch date with us.
- We will take care of moving all your payments going out (for example, your Direct Debits and standing orders) and those coming in (for example, your salary).
- If you have money in your old account, we will transfer it to your new account on your switch date.
- We will arrange for payments accidentally made to your old account to be automatically redirected to your new account. We will also contact the sender and give them your new account details.
- If there are any issues in making the switch, we will contact you before your switch date.
- If anything goes wrong with the switch, as soon as we are told, we will refund any interest (paid or lost) and charges incurred on either your old or new current accounts as a result of this failure.



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.

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