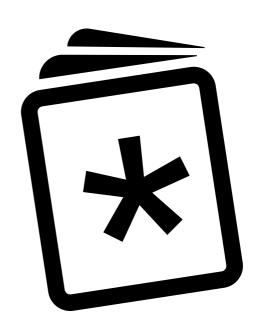


M&S CURRENT ACCOUNT,
M&S PREMIUM CURRENT ACCOUNT,
M&S PREMIUM CURRENT ACCOUNT WITH
INSURANCE AND
M&S MONTHLY SAVER ACCOUNT

# M&S Banking Terms and Conditions

**EFFECTIVE FROM 6 APRIL 2016** 



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# Charges

The charges you'll pay will depend on how you use your account. Please refer to our 'Banking made easy' brochure for details about which payments can be made from which accounts.

# MONTHLY ACCOUNT FEES

M&S Premium Current Account £10 per month
M&S Premium Current Account with insurance £20 per month

# PAYMENTS OUT OF YOUR ACCOUNT

Payment types		Branch	Telephone Banking	Internet Banking
Electronic payments				
Electronic Funds Transfer	To an M&S Bank account	£12	£12	n/a
	To a non M&S Bank account	£20	£20	n/a
We don't charge for Internal Transfers, Bill Payments, Standing Orders or Direct Debits.				
Priority Payments (also used for non-	Up to £250	Not available	£9	n/a
sterling payments within the UK)	Over £250	Not available	No charge	n/a

We may charge for all enquiries we receive about a payment unless we've made a mistake, but we will tell you what the charge is before we start investigating.

For international payments the Recipient's bank and any foreign bank we may use to send the payment may also charge. You'll only have to pay the charges if you choose 'sender to pay all charges' when you request your payment.

These charges will be deducted from your account when you ask for the service, as will any additional expenses we incur in making these payments.

Request for a bank draft	£20 each
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# Non-sterling debit card payments (including cash withdrawals)

If you use your debit card to make a payment or cash withdrawal in a foreign (non-sterling) currency and we convert the payment/cash withdrawal to the equivalent sterling amount, we'll use the Visa Payment Scheme Exchange Rate that applies on the day we carry out the conversion.

We will add a Non-Sterling Transaction Fee of 2.75% of the converted sterling amount. This fee will be shown as a separate line on your statement as a 'Non-Sterling Transaction Fee'.

You can get details of the Visa Payment Scheme Exchange Rate by calling us on 0345 900 0900 or +44 1244 879080 from outside of the UK (calls may be recorded), or by visiting marksandspencer.com/bank.

# Cash machine withdrawals

We will not charge a Non-Sterling Cash Fee for overseas cash machine withdrawals made with your M&S Visa Debit Card. Some cash machine operators may apply a charge for withdrawals. They should tell you about this on the screen before you make the cash withdrawal.

# PAYMENTS INTO YOUR ACCOUNT

Non-sterling electronic payments		
Each payment up to £100	No charge	
Payments of £100 or more	£8 each	
Sterling electronic payments into your account from banks outside the UK		
Each payment up to £100 No charge		
Payments of £100 or more	£6 each	
We'll deduct the above charges from the payments before we add them to your account		

# Foreign Cheques

We can either negotiate or collect Foreign Cheques to be paid into your account. Please see the section on Foreign Cheques on page 18 for more details.

The following charges are based on the gross value (sterling equivalent) of each Foreign Cheque. In addition to our fees, any fees charged by our agent and/or correspondent banks and/or the bank on which the Foreign Cheque is drawn will also be deducted from your account.

Negotiation – charge per cheque		Collection – charge per cheque	
Up to £100	£6		
£100.01 - £5,000	£12		
£5,000.01 - £10,000	£24	All amounts	£28
£10,000.01 - £50,000	£34		
Over £50,000.01	£60		
Return fees	£25	Return fees	£28

# **OTHER CHARGES**

Paper statements more frequently than monthly	£1 each
Copy of a statement	No charge
Cancelling a bank draft	£10 each
Posting a warning on a lost or stolen bank draft	£10 each plus any charges made by banks on which foreign drafts are drawn
Stopping a cheque	£12 per cheque No charge for stopping stolen cheques or lost blank cheques

# **Overdrafts**

Overdrafts are a short-term way to borrow money on your account. Overdrafts are subject to status. You must not borrow on savings accounts.

Subject to the Terms, we can, at any time, end your overdraft and ask for this to be repaid immediately. We can also ask you to repay part of your overdrawn balance at any time. If we end or reduce your overdraft this will usually be because of a change in your personal circumstances. Please see the section When you have to repay your overdraft on page 24.

# **OVERDRAFT INTEREST**

We'll charge you Overdraft Interest whenever you've an overdrawn balance in excess of £100. Please note that for Additional Accounts Overdraft Interest is paid on the full overdrawn balance.

# Our current Overdraft Interest rate is 15.9% EAR variable

# Representative example

If you use an overdraft with a limit of £1,200:

- the Overdraft Interest rate on the first £100 will be 0% EAR variable; and
- the Overdraft Interest rate on the next £1,100 will be 15.9% EAR variable.

# Each Additional Account representative example

If you use an overdraft with a limit of £1,200:

· the Overdraft Interest rate will be 15.9% variable.

EAR is the effective annual rate.

# Product summaries

The product summaries set out the key details of each account covered by these M&S Banking Terms and Conditions.

At the end of each summary we've included any terms and conditions that are specific to that product and/or account benefit. The product summaries form part of the Terms. You should read the product summary for the account(s) you're applying for, or already hold, together with the rest of the Terms, the charges information in this booklet, our 'Banking made easy' brochure, and all other information we give you when you apply for your account(s). You can ask us for additional copies of these documents at any time.

Product	Price
M&S Premium Current Account	£10 per month. Initial fixed term of 3 months and then renewable monthly.
M&S Premium Current Account with insurance Please note, M&S Premium Current Account with insurance is no longer available to new customers.	£20 per month. Initial fixed term of 12 months and then renewable monthly.
M&S Current Account and Additional Accounts	No monthly account fee.

# M&S current accounts summaries

# M&S CURRENT ACCOUNT, M&S PREMIUM CURRENT ACCOUNT AND M&S PREMIUM CURRENT ACCOUNT WITH INSURANCE

# Account features

- · Overdraft on request (subject to status).
- · £50 buffer for emergency borrowing.
- Text alerts to help you manage any overdraft.
- Make payments within the UK and overseas.
- · Contactless debit card and cheque book (on request).
- Access your account through Internet Banking, Telephone Banking, Self-service machines, in Branch, by post and at HSBC branches.

# **Benefits**

- Access to M&S Loyalty Scheme. Separate terms and conditions apply and these will be provided to you when you open your account.
- Preferential rates and terms on selected M&S Bank products. If an M&S current account is no longer held the preferential rate will be removed and interest at the standard M&S Everyday Savings Account rate will apply.
- Automatic £500 overdraft. The first £100 will be free of Overdraft Interest (subject to status).
- · Access to our high rate monthly savings account.

# M&S points on purchases made with your M&S Visa Debit Card within M&S

You will earn one point for each pound spent on qualifying purchases in M&S in store and online using your M&S Visa Debit Card. Single points are effective from the date on which your M&S current account is opened. This benefit is also available on Additional Accounts.

If you cancel your M&S current account within the cancellation period, which ends 14 days after the date we open your account (for applications completed by telephone, the cancellation period will start from the day after you receive the terms and conditions in the post), any points will be removed. For details of qualifying purchases and other information about the M&S Loyalty Scheme, please refer to the M&S Loyalty Scheme Terms and Conditions. If you have a joint M&S current account:

- Loyalty points earned using your M&S Visa Debit Cards and also any M&S Credit Card in your sole or joint names will be allocated to the loyalty points account for the joint M&S current account.
- We will send quarterly reward mailings addressed to both parties which will include details of loyalty points
  earned using both your M&S Visa Debit Cards and also any M&S Credit Card in your sole or joint names since
  the last reward mailing.
- We will send guarterly reward mailings to both parties to the address of the first named account holder.
- We will include details of loyalty points earned using both your M&S Visa Debit Cards and also any M&S
   Credit Card in your sole or joint names on your monthly M&S current account statement and any M&S
   Credit Card statements

# M&S PREMIUM CURRENT ACCOUNT AND M&S PREMIUM CURRENT ACCOUNT WITH INSURANCE

# Additional benefits

- Triple M&S points on purchases made with your M&S Credit Card within M&S.
- £40 of M&S vouchers each year.
- · Drinks when you visit the M&S Café.
- Minimum of 5 treats and delights each year including a gift for your birthday and a Christmas gift.
- Extra offers and discounts on both M&S and third party products and services.

# Triple points on purchases made with your M&S Credit Card within M&S

You, or each primary credit cardholder for a joint account, will earn 2 points in addition to any points you receive under the M&S Loyalty Scheme for each pound spent in M&S in store and online using your M&S Credit Card (other cards including the M&S Chargecard do not qualify). Triple points do not apply to bonus points offers which you may receive from time to time or promotional points offers on M&S Bank products. Triple points are effective from the date your M&S Premium Current Account or your M&S Premium Current Account with insurance is opened. If you cancel your M&S Premium Current Account or your M&S Premium Current Account with insurance any additional points will be removed. Refunded purchases will have any additional points removed. Triple points apply to all qualifying purchases on an account including purchases by authorised users. For details of qualifying purchases and other information about the M&S Loyalty Scheme, please refer to your separate M&S Loyalty Scheme Terms and Conditions.

# M&S vouchers

Each year you will receive £40 of M&S vouchers for the purchase of goods and services in selected M&S stores (excluding food, drink, technology, large appliances, ordering services, gift cards, gift vouchers and online purchases). The vouchers will be provided in tranches of at least £10 at times through the year. No change or refunds will be given for any unused voucher or part of a voucher. See voucher for full terms and conditions. Vouchers will be valid until the date stated on each individual voucher or until the date at which you cease to hold the product if it is cancelled. This benefit is provided per M&S Premium Current Account or M&S Premium Current Account with insurance.

# Drinks when you visit M&S Café

You will receive a minimum of 48 vouchers per year. You will receive your first vouchers in your welcome mailing and subsequent vouchers in your quarterly reward mailings (unless you are transferring from M&S Premium Club when all vouchers will be sent in your quarterly reward mailings). Hot drinks up to a value of £2.65 are included – hot drinks above this value can be purchased by paying the difference – so for example a hot drink costing £3 can be purchased by presenting a drinks voucher and paying the difference by any accepted means of £0.35. One voucher per hot drink will be accepted. No change or refunds will be given for any unused voucher or part of a voucher. Vouchers will be valid until the date stated on each individual voucher or until the date at which you cease to hold the product if it is cancelled. See vouchers for full terms and conditions. This benefit is provided per M&S Premium Current Account or M&S Premium Current Account with insurance.

# Treats and delights

- We'll send you treats and delights from M&S each year. We will send you a minimum of 5 treats and delights
  per year, including a gift for your birthday, a Christmas gift, plus 3 other gifts. Cifts will be either delivered to
  your registered address or sent as a voucher for you to redeem in store. The exact gifts and treats will be
  selected by M&S at the time and may vary between customers. If you hold a joint account, we will send a
  birthday gift to the first named joint account holder. This benefit is provided per M&S Premium Current Account
  or M&S Premium Current Account with insurance.
- Marks and Spencer plc and M&S Bank are not responsible for vouchers lost, stolen or damaged once we have sent them.

# M&S PREMIUM CURRENT ACCOUNT WITH INSURANCE

# Worldwide multi trip family travel insurance

Please read the Policy Wording in your M&S Premium Current Account with insurance welcome pack for full terms and conditions of the travel insurance.

Separate terms and conditions may apply to some or all of the benefits and these will be provided to you when the benefits are made available.

This is just a summary of benefits - see the welcome brochure for your account and, where applicable the travel insurance policy document, for full details.

#### IF YOU MOVE ABROAD

If you advise us you are moving outside of the UK, we will remove the benefits referred to above and we will not charge any further monthly account fees from the date you advise you are moving abroad and this means you will no longer benefit from any interest-free overdraft entitlement. Any initial fixed term that applies to your account will cease from the date you advise us you are moving abroad.

# ADDITIONAL ACCOUNTS

We do not charge a monthly account fee for Additional Accounts and there is no initial fixed term.

# Account features

- £50 buffer for emergency borrowing.
- Make payments within the UK and overseas.
- · Contactless debit card and cheque book (on request).
- Access your account through Internet Banking, Telephone Banking, Self-service machines, in Branch, by post and at HSBC branches.

### **Benefits**

- Access to M&S Loyalty Scheme. Separate terms and conditions apply and these will be provided to you when you open your account.
- Preferential rates and terms on selected M&S Bank products. If an M&S current account is no longer held the preferential rate will be removed and interest at the standard M&S Everyday Savings Account rate will apply.
- Access to high rate monthly savings account (if one is not already held by you or a joint account holder).

#### Additional Accounts terms and conditions

If you have a M&S current account in your sole name then you can open one Additional Account in your sole name. If you hold a M&S current account jointly with another person then:

- each of you can open one Additional Account in your sole name(s);
- · together you will be able to open up to two Additional Accounts in your joint names; or
- together you will be able to open one Additional Account in your joint names and either one of you can open
  one Additional Account in your sole name.

# M&S Monthly Saver Account summary

# **M&S MONTHLY SAVER ACCOUNT**

# Eligibity

- · You must hold an M&S current account and be resident in the UK.
- You must have switched a current account that you held with another provider to your M&S current account through the Current Account Switch Service; and
- · You must have a minimum of two active Direct Debits in place from your M&S current account.

# Key product information for the M&S Monthly Saver Account

# Account features

- 12 months fixed term savings account.
- · Pay in between £25 and £250 a month.
- Interest rate fixed for 12 months we'll tell you what the interest rate is when you apply for your M&S Monthly Saver Account. This is a fixed rate for 12 months. We calculate interest daily on the cleared balance.
- If you close your M&S Monthly Saver Account within the 12 month term we'll pay you interest at the early closure rate advised to you when you opened your account.
- · Interest paid in full at the end of the fixed term.

# M&S Monthly Saver Account Terms and Conditions

1. If you do not meet the eligibility criteria set out in the first bullet in the table above, at all times during the 12 month term, we will close your M&S Monthly Saver Account and pay the money into your M&S Everyday Savings Account or, if you don't have one, your M&S current account. If you are also closing your M&S current account, this will be done prior to closure, unless you are switching your M&S current account to another provider using the Current Account Switch Service when we will send the money to your new current account the Working day after the switch has taken place.

We will close your M&S Monthly Saver Account if you move outside of the UK within the 12 month term.

# Opening and making payments to your M&S Monthly Saver Account

- You can only have one M&S Monthly Saver Account with us at any time in your sole name. If you have a joint current account with someone else, only one of you can open an M&S Monthly Saver Account.
- You must make a deposit of between £25 and £250 by Internal Transfer from an M&S current account, when you open your M&S Monthly Saver Account.
- In each of the next 11 months you can save between £25 and the maximum monthly balance by Standing Order from an M&S current account.
- The maximum monthly balance means £250 in the first month after you open your M&S Monthly Saver Account, increasing by £250 in each subsequent calendar month (eg £500 in month two, £750 in month three and so on).
- 6. The first Standing Order payment must be at least one calendar month after the date you opened your M&S Monthly Saver Account. You can only make one Standing Order payment into your M&S Monthly Saver Account each month. You must make a payment into your M&S Monthly Saver Account every month. You can change the amount of the Standing Order from month to month.

- You can't make payments from an M&S Monthly Saver Account and payments in can only be made by Standing Order except for the initial deposit which must be made by Internal Transfer.
- You can't make withdrawals from your M&S Monthly Saver Account unless you close it.
- After 365 days your savings and interest will be transferred to your M&S Everyday Savings Account or, if you don't have one, your M&S current account. The conversion can take up to 5 Working days.

# Interest on your M&S Monthly Saver Account

- 10. We'll pay interest at the fixed interest rate we gave you details of when you applied for your M&S Monthly Saver Account. If you've saved more than the maximum monthly balance, we'll pay interest on the excess amount at the early closure rate advised to you when you opened your account. Details of interest rates applicable to M&S Monthly Saver Accounts are in the Monthly Saver summary leaflet. This is a fixed rate for 12 months.
- 11. We calculate interest on the daily cleared balance on your M&S Monthly Saver Account and will pay it into your M&S Monthly Saver Account on the first anniversary of the date you opened your M&S Monthly Saver Account.
- 12. If your M&S Monthly Saver Account is closed within the 12 month term we'll pay you interest up to the date of closure at the early closure rate advised to you when you opened your account. We'll transfer the money in your M&S Monthly Saver Account plus interest to your M&S Everyday Savings Account or, if you don't have one, your M&S current account.
- On the anniversary of the date that your M&S Monthly Saver Account was opened your account will cease to be an M&S Monthly Saver Account.

### Tax on interest

 We will not deduct basic rate tax from credit interest.

# Important things in our Terms you should be particularly aware of

# **PAYMENTS**

In certain situations (set out on page 12) we won't make payments from your account. These include if you don't have enough money or an overdraft to cover the payment, or if we reasonably consider there's a security or fraud risk on your account or on the device you've used to request a payment through Internet Banking.

If a payment doesn't reach a Recipient because you gave us incorrect information we are not responsible for this but we'll try and help you trace the payment. For full Terms about this see pages 19-20.

You should carefully check your statements as soon as you get them for payments you don't recognise and tell us about any errors within 13 months. For full Terms about this see page 19.

In some situations you may be responsible for unauthorised payments from your account; for example, if you've acted fraudulently or haven't kept your cards and Security Details safe. Full Terms about who's responsible for any unauthorised payments from your account are on pages 19-20.

Full Terms about how cheques clear are on page 18. You'll usually be able to withdraw the amount of a cheque you've paid into your account three Working days later. However, a cheque can be returned unpaid after this time, meaning the money will be taken back out of your account. Most cheques can't be returned unpaid more than six Working days after you've paid them in.

#### SET-OFF

If you owe us money on one account (for example an overdraft or credit card) and you hold money in another account (for example a savings account) we can use that money in accordance with the Terms to repay your debt. We'll provide you with information about set-off before we do this. For the full Terms on set-off see pages 23-24.

# JOINT ACCOUNTS

We'll accept instructions from any joint account holder unless you've told us not to or we're aware of a dispute between you.

Each joint account holder is responsible for all payments made and any overdraft on the account. For full Terms that apply to joint accounts see pages 20-21.

# CHANGING THE TERMS

We can change any of our charges, interest rates, account eligibility criteria and other terms and conditions for certain reasons. In most cases we'll tell you about changes in advance. For full Terms about changes we may make and the reasons we can make changes see pages 21-22.

# CLOSING YOUR ACCOUNT

In certain limited situations, we can close your account(s) immediately; for example, if you've seriously or persistently broken these Terms, or if we reasonably consider that if we continue to keep your account open we'll be breaking the law. In addition, we can close all products by giving you at least two months' notice. See pages 22-23 for full Terms about closing your account.

# **SECURITY**

You must keep your card and Security Details safe and secure at all times and let us know as soon as possible if they're lost or stolen. If you don't do this, you may be responsible for unauthorised payments made from your account. See pages 11, 19 and 20 for full Terms.

# General terms

No one else apart from you, us and, if you've a joint account, any joint account holder, will have any rights under these Terms.

You must not use your account for business purposes.

If you want to authorise another person to operate your account you must sign a Third Party Mandate. You'll be responsible for the actions of that person when they operate your account as if they were your own.

# 1. PROTECTING YOUR ACCOUNT

You must take all reasonable precautions to keep your card, Security Details and security devices (such as M&S PASS) safe and to prevent fraudulent use of them. This protects the security devices that allow you to use Internet Banking and Telephone Banking and protects the physical M&S PASS, and any card details stored in an e-wallet, on a retailer's website or on any device (such as a mobile phone, tablet, PC or watch).

Examples of how to do this are in our 'Banking made easy' brochure. You must read through these carefully and ensure you follow them.

These precautions include but are not limited to all of the following, as applicable:

You must take reasonable precautions to protect e-wallets and any devices:

- · upon which card details are stored;
- which can be used to view sensitive payment information;
- · which can be used to make payments; and/or
- from being accessed by anyone else (for example ensuring that you do not share passwords, PINs or enable other people to access your e-wallets or these devices by registering their fingerprint).

To prevent fraudulent use of e-wallets and devices used to access card details or make payments, you must not choose device security information that can be easily guessed by anyone else, or tell anyone else what your device security information is.

If you have already set up your device Security Details before registering to store card details on that device, you must review this and ensure that you change any device Security Details that can easily be guessed or that you have already shared with anyone else and you must delete any fingerprint access that is not your own.

It is sometimes possible to activate certain devices to make payments by linking them to another device where card details are already registered. We will treat any device as your device if you have actively paired it with another device or e-wallet which has been registered to store card details or is enabled to make payments.

This means the consequences of failing to keep linked devices safe will be the same as for all other card details and Security Details (for example, we may not be liable to refund you for unauthorised payments where you consent to them being used by others).

You must also not activate a payment session on any device if you are not in full control of the device or it is not in your possession at the time. If you consent to another person using your device by allowing them to register their fingerprint in your device we will treat this as you failing to keep your card and Security Details safe.

#### Before you

- dispose of your device by, for example, selling or giving it to someone else; or
- pass your device temporarily to someone else, for example, for it to be repaired, you must delete your cards from the device or from any e-wallets accessed from that device.

If the account relating to a card stored on a device or within an e-wallet is ended, you must delete the card from your devices and your e-wallets.

We'll ask you to help us, and the police, with any investigation into the suspected misuse of your card, Security Details or security device.

If your card, security device, Security Details or a device used to access card details or make payments have been lost or stolen or you suspect someone has used or tried to use them or accessed or tried to access an e-wallet, you must call us straightaway on one of the numbers below. All lines are open 24 hours a day, 7 days a week, unless stated.

Issue	From the UK	From abroad
Cards and Card PINs	0345 900 0900	+44 1244 879 080
Internet Banking	0800 363 459 8am-9pm Monday to Friday 9am-5pm Saturday 10am-4pm Sunday	None
Telephone Banking	0345 900 0900	+44 1244 879 080
Textphone – all issues	0345 300 1815	+44 1244 686 097

To help us continually improve our Services and for security reasons we may monitor and record your telephone calls with us.

# 2. MAKING PAYMENTS

How you can ask us to make an electronic payment from your account:

Internet Banking – you need to log in, enter the security information we ask for and the payment details (see below). You then need to confirm this information is correct – this is your agreement for us to make the payment.

**Telephone Banking** – you need to call one of the telephone numbers set out in the contact information section of these Terms and provide the security information we ask for and the payment details. We'll repeat the payment information to you and you'll need to confirm it's correct – this is your agreement for us to make the payment.

If you use Telephone Banking to operate any accounts of a third party, you agree to do so only if, and to the extent that, you are authorised to do so by the account holder.

**Branch** – you need to provide the payment details to us and we'll need to verify your identity. When you confirm the payment details (see below) are correct, this is your agreement for us to make the payment.

You can also pay in cash and cheques at HSBC branches.

**Self-service machines** – you need to type out the payment details (see below) and confirm they are correct – this is your agreement for us to make the payment.

**Post** - you can send a letter to us or any of our Branches. You must include all the payment details (see below) and sign the letter - this is your agreement for us to make the payment.

Which of these methods you can use varies by the type of payment – see our 'Banking made easy' brochure for details.

For the payment details that we require please see sections 3 and 5 below.

We may change the security information we ask you to provide to help prevent fraud.

#### When we'll make payments

We'll make a payment from your account if you authorise it in accordance with these Terms and:

- there's enough cleared money in your account to cover it; or
- the payment is covered by your overdraft limit and the Buffer limit.

If you ask us to make a payment in the future, one of the above conditions must be met at the start of the day the payment is due to be made (ie 00.01am).

For Bill Payments, Standing Orders and sterling Direct Debits, we'll still make a payment due to be made on a Working day (and won't recall a Direct Debit payment we've already made that day) if, before 3.30pm that day:

- you pay in sufficient cleared money to cover the payment; and
- there's still a sufficient available balance in your account to make the payment at 3.30pm.

If the payment is due to be made on a non-Working day, we'll make the payment if you meet the above requirements on the next Working day.

# Payments you make by cheque

You must ensure you have sufficient funds in your account before making a payment by cheque. If, at the start of the day on which the cheque is presented for payment, there are insufficient

cleared funds in your account, we'll still make the payment as long as you pay sufficient cleared funds into your account before 3.30pm. You need to tell us you've done this. If you don't tell us, the cheque may be returned unpaid. You'll need to contact us to check whether the person you made the cheque payable to may re-present it to try to obtain payment. There is no fee for cheques being returned unpaid.

#### When we won't make payments

We won't make a payment (and won't be responsible for any loss to you) if:

- any of the conditions for making a payment set out in these Terms haven't been met; or
- the payment would exceed any limits we may set; or
- we're not reasonably satisfied the payment or the payment instruction is lawful; or
- we reasonably consider that your account has been or is likely to be misused; or
- we reasonably consider there is a security or fraud risk on the device you've used to request the payment through Internet Banking; or
- · there's a risk of fraud; or
- · we're ordered to do so by a Court; or
- we're not able to send the payment by one of the payment methods we use (eg if a Recipient's bank doesn't accept the types of payment we can make).

Occasionally, for fraud prevention purposes, we may have to contact you to reconfirm some payments (for example high value payments) or ask for additional security information. If we leave a message asking you to contact us, you must do so as soon as possible. We may decline payment requests made through Telephone Banking or Internet Banking if you don't call us back. We'll usually make card payments provided there's no reason for us to think other transactions on your account are suspicious.

# If we don't make one of your payments For Standing Orders, Direct Debits and cheques

- we'll let you know in writing the first time we don't make a payment.

For other payments – we'll either tell you when you ask us to make the payment or make details available to you immediately after we've made the decision not to make the payment.

In all instances, you can call us for details of the reason(s) why we haven't made a payment and the procedure for correcting any factual errors leading to it not being made. This information will be available immediately.

We may be unable to let you know that we haven't made a payment and why for fraud prevention or security reasons.

# General payments conditions

All payment types can be made from any of our current accounts.

We don't offer any payment types from your M&S Monthly Saver Account.

The payment systems we use to send domestic electronic payments use the Recipient's sort code

and account number. The Recipient's bank may only use these details when applying the payment to the Recipient's account. You must make sure you give us the correct sort code and account number; if you don't, it's unlikely your payment will reach the intended Recipient even if you have the Recipient's name correct.

We'll only process payments into your account using the sort code and account number or SWIFT business identifer code (BIC) and IBAN.

We may set limits on payment amounts which we'll make available to you when you ask us to make a payment. We may also set internal limits for security purposes, but won't make these available to you.

# If a payment has been made into your account by mistake:

We may be asked by another bank to return a payment that has been paid into your account by mistake. Provided we reasonably believe this to be the case, we may:

- deduct an amount up to the value of the mistaken payment from your account and return it after we have given you written notice of our intention to do this. If you do not agree that the payment has been made into your account by mistake you must contact us within the time period set out in the letter, otherwise we will return the payment; and
- 2. prevent you from using the amount of the disputed payment whilst we carry out the actions in paragraph 1 above.

If the payment was received into your account more than two months ago we will always seek your specific agreement before we return it.

If a payment is made into your account as a result of fraud we can deduct it from your account at any time.

If we deduct a payment from your account and this leads to your account either:

- · going overdrawn; or
- going over an existing overdraft limit,

you must pay sufficient cleared money into your account as soon as possible.

#### Suspension of payment facilities

We can ask you to return your card to us or suspend your use of your card (including card details in e-wallets, on merchant devices or on devices such as mobile phones), telephone or Internet Banking if we think it's reasonably necessary because:

- · we've concerns about their security; or
- we suspect they've been used fraudulently or in an unauthorised way; or
- there's a significantly increased risk that you'll be unable to repay any overdraft on your account; or
- there are UK or European legal obligations we have to meet; or
- you haven't provided us with identification or other documents that we've asked you for in a reasonable period of time.

In addition, we also have the right to restrict or suspend the use of a card registered on a device or with an e-wallet if:

- the service is no longer available to our customers; or
- you have notified the e-wallet provider, the device manufacturer or a mobile network provider to whom you have been advised to report your device as lost or stolen and they take steps to suspend the cards registered in an e-wallet or on a device.

We'll usually give you advance notice of any suspension and tell you why. However, we won't do so if this would compromise our reasonable security measures or it's unlawful to do this. Occasionally we may not be able to contact you to give you advance notice.

You can ask us to lift any suspension once the reason for it has ended by calling us.

# 3. MAKING PAYMENTS TO OTHER UK ACCOUNTS

You can make Internal Transfers, Bill Payments Electronic Funds Transfers, Standing Orders and Direct Debits from your M&S current account to other accounts in the UK. In order for payments to be made, you must have sufficient funds in your account at the time the items are presented for payment. You can also use Priority Payments to make payments to UK accounts in non-UK currencies. We will automatically choose the most appropriate payment type for you depending on your specific instructions and the amount and destination of the payment (taking account of both charges and the time that it will take for the Recipient's bank to receive the payment).

# Payment information required from you

- The sort code and account number of the account you're making a payment to. These are the details we require to identify the Recipient's account.
- 2. The date you want us to make the payment.
- The name of the person/organisation you're paying (and their address if you are making an Electronic Funds Transfer).
- 4. The amount of the payment.
- 5. Any reference.
- 6. The reason for the payment if we ask for it.

In addition, for Standing Orders, you need to tell us how often you want the payment to be made and for how long.

The above does not apply to Direct Debits which you set up directly with the personal organisation you're with.

If you are making a payment to a company through Internet Banking you should check if the company is on our standard beneficiary list and, if it is, choose the payment details from that list.

### Payment timescales

Payment type	How long it takes the payment to reach the Recipient's bank	Cut-off time (London, UK) for us to start making the payment that day (see below)
Paying in cash	N/A	Cut-off times are displayed on Paying-in Machines
Internal Transfers	Immediate	11.45pm
Bill Payments	Immediate for Bill Payments to other accounts with us	11.45pm for Bill Payments made through the Faster Payments service
	Same day for other Bill Payments	3.30pm for other Bill Payments
Electronic Funds Transfer	Same day	2.30pm
		5pm if payment is to an M&S current account or HSBC account
Standing Order	Immediate for Standing Orders to other accounts with us (up to 2 hours to a credit card account with us)	Internet Banking, Telephone Banking – at least 2 days before the first payment Branch – The end of the Working day before the first payment
	Same day for any other Standing Orders	Post – at least 4 Working days before your first payment is due
Direct Debits	On the Direct Debit payment date	We must receive the instruction from the Recipient by 10.30pm at least two Working days before the Direct Debit payment date
Internal account transfer	Immediate	3.30pm

#### Cut-off times

We begin processing Bill Payments not made through the Faster Payments service, Electronic Funds Transfers and Standing Orders on the Working day we receive them. If you ask us to make one of these types of payments on a non-Working day we won't start to make it until the next Working day.

If we receive your payment instructions after the cut-off times set out above we'll start making the payment:

- the next day for Internal Transfers and Bill Payments made through the Faster Payments service
- or the next Working day for all other types of payments.

#### Fraud checks

Payments may be delayed if we carry out fraud checks.

# Cancelling a payment

If you've asked us to make a payment immediately you cannot cancel it.

If you've asked us to make a payment in the future you can cancel as follows:

Internal Transfers and Bill Payments –
Internet Banking or Telephone Banking up to
11.45pm the day before we send the payment or
by going into a Branch by the end of the Working
day before the payment is due to be made.

**Electronic Funds Transfer** – up to 3.30pm the Working day before we send the payment.

**Standing Orders –** up to 11pm the day before we send payment.

**Direct Debit** – up to the end of the day before we send the payment by using Telephone Banking or in a Branch.

Please see page 6 of 'Banking made easy' for details of how to cancel.

# 4. YOUR DEBIT CARD

# How you can use your card

You can use your plastic card at our Self-service machines, LINK cash machines in the UK and cash machines displaying the 'Visa' sign abroad. You may need to enter your card PIN. Other providers may charge you to use their cash machines. You're responsible for paying these charges. We're not responsible if you can't use your card in another provider's machine.

You can use our and HSBC's cash machines to pay money to charity. We take the money from your account straightaway and transfer it to an account with us in that charity's name.

You can buy pay-as-you-go mobile phone top-ups at our and HSBC's cash machines in the UK. You must make sure you enter the correct mobile phone number, as we won't be responsible, or provide a refund, if you enter the wrong number.

Charity donations and mobile phone top-ups count towards your daily cash withdrawal limit.

If we've advised you that our Self-service machine is out of order, you must not use your card in it.

#### **Purchases**

You can use your card to make payments to retailers that display the 'Visa' sign, both in the UK and abroad.

If your plastic card displays the ())) symbol, you can use it to make contactless payments up to the limit we set. We'll advise you of this limit when we send you your card. Contactless payments can be made at retailers who accept these types of payments – you'll normally see the above symbol on their payment terminal.

If you have registered for an e-wallet, you can use a card stored in it or a card stored on your device to make payments to retailers who display the 'Visa' sign and accept contactless payments. Contactless payment limits may apply to transactions authorised using a card stored in an e-wallet or on your device. This can vary between retailers and payment card terminals that are used. We may therefore refuse a payment transaction if it exceeds the current contactless limit applicable to a specific retailer.

You can authorise a plastic card payment in the following ways:

- at a retailer's premises, by entering your card PIN into the card keypad or providing a signature. You must also produce evidence of your identity if asked. If you want to make a contactless payment you must remove your card from your purse or wallet or where it is being stored to make sure the right card is used and then tap it on the retailer's card terminal. In some cases you'll also be asked to enter your PIN or provide a signature for a contactless payment;
- if you're shopping online or by telephone, you can make a card payment by providing some of your personal and card details and the 3-digit security number on the back of the card.

If you're making a payment over the internet you may have to register for Verified by Visa. If you don't we may not authorise your payment. Once registered, you may be required to enter certain characters from your Verified by Visa password each time you make a card payment online.

For decision-making and card-misuse prevention purposes, we may refer an authorisation request back to the retailer for further information. If we do this you must produce further identification to the retailer. We can also do this on a random basis for fraud prevention purposes.

We will normally deduct from your account the amount of a debit card payment made in the UK on the first Working day after we receive the request from the retailer's bank for the payment to be made. We will pay the retailer's bank on the same day.

You can authorise a card payment using a card stored on a device or in an e-wallet by following the procedures notified to you by the device manufacturer or e-wallet provider. For example, this will include:

 at a retailer's premises by holding your device (eg your compatible smartphone or associated watch) within a few centimetres of a card reader and entering the Security Details requested (this includes any device security information and any fingerprints stored in your device). You may also be required to activate your phone or device first or enter Security Details before presenting the device to a card reader.

 to make an 'in App' purchase on your compatible device with a participating retailer by selecting to pay by that method and entering the Security Details requested for that type of payment (which may include your device Security Details).

If you have stored more than one card on a device or in an e-wallet, you may be required to select a default card. When you authorise a payment, it will relate to your default card unless you actively select a different card.

We won't be responsible if a retailer refuses to accept your card.

# Foreign currency debit card payments

You can use your card to make payments or cash withdrawals in a foreign currency.

If you want us to convert the payment/cash withdrawal to sterling you must select to pay in the foreign currency. Visa will carry out the conversion on our behalf and we'll deduct the sterling amount from your account. If you select to pay in sterling, the conversion will be done by the retailer or Self-service machine owner.

Where there has not been a third party conversion, the exchange rate that applies to any foreign currency debit card payments (including cash withdrawals) is the Visa Payment Scheme Exchange Rate that applies on the day the currency conversion is made. Visa will make the currency conversion on our behalf and we'll deduct the payment from your account once we receive details of the payment from Visa, at the latest the next Working day. Details of the current Visa Payment Scheme Exchange Rates can be obtained by calling us on the telephone numbers set out in the contact information section of these Terms. For more details about the exchange rate that will apply and our fees, see the non-sterling debit card payments section on page 3 of these Terms.

# Cash withdrawals

We will set a limit on the amount you can withdraw from Self-service machines each day. You will be advised of the limit when you receive a card from us. We will also set a limit on the amount of cash you can withdraw each day from HSBC branches. You will be advised of the limit when you request this service.

For withdrawals at Branches and HSBC branches you must either produce your debit card or provide an item of identification acceptable to us, and the cheque book for the account (if you have been issued with one). For withdrawals from HSBC branches, you must have previously made a request to M&S Bank to make a withdrawal from your chosen HSBC branch; make the request on a Working day, and withdraw the cash from your chosen HSBC branch before that branch closes on the same Working day. You will also be required to repeat the key word that you provided to M&S Bank when you requested the withdrawal to the cashier, and complete a cash withdrawal form.

If you fail to withdraw the cash from the selected HSBC branch on the same day you made the request, the cash will be returned to your account, using an internal account transfer, by 10pm the same Working day.

Cancelling a debit card payment or withdrawal You can't cancel a cash withdrawal after you've pressed the button on the keypad agreeing to it, or a card payment once you've authorised it. You can cancel your request to withdraw cash from a HSBC branch by calling M&S Bank at any time before you collect the funds. The amount of the withdrawal will be transferred back to your account using an Internal Account Transfer.

You can tell us you want to cancel a recurring debit card payment (also known as a 'continuous payment authority') up to the end of the Working day before the next payment date.

Alternatively, you can cancel the recurring payment directly with the retailer who asks us for the payment.

# When we deduct card payments and cash withdrawals from your account

Туре	When we carry out the deduction
Card payment in the UK	Normally the first Working day after the retailer's bank asks for the payment to be made. We'll make the payment to the retailer's bank that same day.
Card payment outside the UK	When we receive details of the payment from Visa, at the latest the next Working day.
Sterling cash withdrawals from Self-service machines in the UK	Same day.
Non-sterling cash withdrawals at Self-service machines worldwide	When we receive details of the withdrawal from Visa, at the latest by the next Working day.
	If you instructed the Self-service machine owner to convert your cash withdrawal into sterling we'll deduct the cash when we receive details of the withdrawal from the Self-service machine operator.
Cash withdrawals made over the counter in M&S Branches or an	We will deduct cash withdrawals made at one of our Branches from your account on the same day.
HSBC branch	If you arrange to withdraw cash from a HSBC branch, then when you give us the instruction, we will make a withdrawal from your account and deduct the funds immediately.

#### 5. INTERNATIONAL PAYMENTS

You can use Priority Payments to make payments in a foreign currency or to make payments abroad.

#### Payment details

You must provide us with:

- details of the Recipient's bank, including their SWIFT Business Identifier Code (BIC) address, sort code or national bank code:
- the Recipient's bank account number or IBAN (International Bank Account Number);

- the name and address of the person you're paying;
- · your own account number, name and address;
- the amount of the payment;
- · any reference;
- a reason why you're making the payment if we ask for one.

Please also see the General payments conditions section on pages 12 and 13 of these Terms for information about which details banks use when applying payments to Recipients' accounts.

# Payment timescales

Payment type	How long it takes the payment to reach the recipient's bank	Payment cut-off time (see further details about cut-off times below)
Priority Payment	Next Working day if the payment is to an account within the EEA.	2.30pm on a Working day. Currency cut-off times apply (see below).
	All other Priority Payments – up to four Working days, but may take longer depending on the country the money is being sent to.	

#### Cut-off times

There are two types of cut-off times:

- Payment cut-off times, which are set out in the above table: and
- Currency cut-off times, which vary depending on the currency you ask us to make the payment in.

The currency cut-off times for Priority Payments are:

**Euro and sterling payments** – 2.30pm on a Working day.

**Any other EEA currency** – 2pm on a Working day. **Non-EEA currencies** – please ask us for details.

If we receive your payment instructions after the earliest of the two cut-off times, we'll start making the payment on the next Working day.

# Exchange rates for international payments

You can ask us to convert a payment into a different currency before we send it. The M&S Bank Exchange Rate applies to all conversions. These are variable rates that change frequently.

If you ask us to make a payment immediately, we'll provide details of the exchange rate and you'll have the opportunity to accept or reject it before confirming you want us to send your payment. You can get details of the M&S Bank Exchange Rate by calling us, or asking us in branch.

# Cancelling a payment

If you've asked us to make a payment immediately you cannot cancel it.

#### 6. CHEQUES YOU WRITE

How long it takes for a cheque to be deducted from your account

How the cheque is paid in	When the cheque is deducted from your account
Into a building society account or any bank outside England or Wales or any account held at a non-clearing bank	Usually two Working days after the Recipient of the cheque pays it into their account but more time may be needed.
Specially Presented	On the day we receive your cheque. This is likely to be on the Working day after the day it was paid in by the Recipient but could be on the day it is paid in.
All other cheques	Usually two Working days after the Recipient of the cheque pays it into their account.

# General conditions about cheques

You mustn't write a future date on a cheque as the person you're giving it to may pay it into their account before that date. We won't be responsible if we pay one of your cheques before the date you've written on it.

You must take reasonable precautions to stop anyone altering or forging your cheques.

You must only write cheques in the currency of your account.

You must tell us as soon as possible if you want to stop a cheque. We won't be able to stop a cheque after 1.30pm on the day we receive it for payment.

If one of your cheques is lost or stolen, you must call us immediately.

# 7. PAYMENTS INTO YOUR ACCOUNT Cash

Method of payment in	When the cash will show in your account and be available for you to withdraw	Procedure
At our Self-service machines that accept payments in and which automatically count your cash	Immediately.	Depends on the type of machine. Instructions will be available in Branch.
At our Self-service machines that accept payments in or a HSBC Bank Paying-in Machine	The same Working day, provided you pay in before the cut-off time displayed on the machine. If you pay in after the cut-off time the cash will show in your account the next Working day.	Complete a paying-in slip.
Over the counter at HSBC branches	Immediately.	Complete a paying-in slip (you must not send cash to us by post).
At other banks if they allow you to do so – they may charge you	Immediately after we receive your cash from the other bank.	Depends on the other bank's procedures.

If you have a mixture of cash and cheques to pay into your account you will have to pay these in separately using separate paying-in slips.

You cannot pay foreign bank notes into your account.

#### Electronic payments

If we receive a non-sterling payment for your account, we'll convert it into sterling using the M&S Bank Exchange Rate applicable at the time we receive the payment. We will then add the payment to your account. The exchange rates we

use are variable exchange rates which change throughout the day (for example, to reflect movements in foreign exchange markets). The exchange rate applied to your payments will appear on your written confirmation of payment. We will make a charge for foreign currency payments into your account and deduct it from the payment into your account. Details of the charges are set out in the charges section on pages 3 and 4 of these Terms.

16 payment to your account. The exchange rates we

#### 8. CHEQUES YOU RECEIVE

#### How long it takes for a cheque to show in your account

For sterling or euro cheques (other than those drawn on banks abroad) issued in the UK and paid into branches of UK banks in the UK.

The day the amount of the cheque shows in your account balance	The day we take the amount of the cheque into account when we calculate any Overdraft Interest	The day the amount of the cheque is available to withdraw	The last day a cheque can be returned unpaid
Day 0	Two Working days later (Day 2)	Three Working days later (Day 3)	For sterling cheques drawn on and paid in at a UK bank, usually six Working days after we receive the cheque*. Other cheques – no time limit.
For example, if a UK ster	rling cheque is paid into a	UK bank on a Monday:	
Monday	Wednesday	Thursday	Tuesday the following week. The cheque amount will be deducted from your account by 9am Wednesday.

Day 0 means the day we receive the cheque. If you pay in a cheque after a cut-off time this means we'll receive the cheque the next Working day. Details of our cheque cut-off times are in our 'Banking made easy' brochure.

Because we process overnight, the deduction of an unpaid cheque from your account can happen up to 9am seven Working days after the cheque has been received by us.

\*A cheque may be returned unpaid more than six Working days after we received it if:

- you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or
- · you've given your express consent.

If you pay a cheque into your account and are more than three Working days into the process of switching your account to another provider, we'll send your new provider the amount of the cheque four Working days after the day you paid it in.

# Unpaid cheques

If a cheque is returned unpaid ('bounces'), we'll deduct the amount of the cheque from your account

If this leads to your account going overdrawn or going over an existing overdraft limit you must pay in sufficient funds to bring your account into credit or within your overdraft limit.

# Cheques made payable to someone else

You can pay a cheque made payable to someone else into your account if the person it's payable to has signed the back. We can also ask for other details before we accept it.

However, this doesn't apply to:

- a cheque marked 'account payee only' or 'not transferrable', which can only be paid into the account of the person it's made payable to; or
- 2. a cheque or other item made payable to joint names cannot be paid into a sole account.

# Foreign Cheques

You can pay both cheques drawn in a foreign currency other than the euro (whether on a bank in the UK or abroad) and cheques drawn in sterling or in euro on foreign banks into your account. This also includes other forms of foreign payment. We'll agree to either 'negotiate' the cheque or send it for collection (although we are not obliged to do so). We charge in both instances and you may also have to pay foreign agents charges and charges imposed by the bank on which the cheque is drawn.

# Negotiation of a cheque

We'll immediately add the cheque amount (less our charges) to your account. If we need to convert the cheque amount into sterling we'll apply the M&S Bank Exchange Rate.

If the cheque is returned unpaid we'll deduct the amount of the cheque from your account. If the cheque was converted into sterling then we'll reconvert it back to the currency of the cheque using the M&S Bank Exchange Rate before we make the deduction. There's a charge if a Foreign Cheque is returned unpaid. Anyone who signed or endorsed the Foreign Cheque will also be responsible to us.

# Collection of a cheque

We'll collect the amount of the cheque first and then pay that money into your account.

We may wait for a short time before paying the money into your account to make sure that the cheque isn't going to be returned unpaid. We may appoint an agent (ie someone to act on our behalf) abroad (which may be a HSBC Group company) to do this for us.

We're not responsible for any losses that result from changes to the M&S Bank Exchange Rate.

You must sign on the back of a Foreign Cheque you want to pay into your account using the exact same name given on the front of the cheque.

# Bank drafts

If you no longer need a bank draft we have provided to you, you should return it to us. We will pay the amount of the draft into your account. We will deduct a charge from your account for this. For foreign currency bank drafts we will convert the amount of the draft into sterling using our M&S Bank Exchange Rate at the time the draft is paid (this may mean that the amount that is paid into your account is different from the amount deducted when the draft was issued).

If a bank draft is lost or stolen, you can ask us to put a warning on the original draft; where the original draft was drawn on a foreign bank (this is likely to be the case where the payee is in a foreign country), we will ask the foreign bank to put a warning on the original draft. The warning will not stop or cancel the bank draft (it is a guaranteed form of payment) but may alert any Recipient to the fact that it has been lost or stolen, and so increase the chances that it will not be accepted. We will deduct a charge for this from your account and, where the draft is drawn on a foreign bank, we will deduct any charge the foreign bank makes for this.

If a bank draft is lost or stolen, you can ask us to provide a replacement draft, refund the amount of the draft to you or send an electronic payment to the intended Recipient. Before we do this, we will check to see whether the original

draft has been paid, and if it has not been paid, we will ask you to agree to pay us the value of the original draft if we subsequently have to pay it. If it is in a foreign currency, we will ask you to pay the value of the original draft in sterling using our M&S Bank Exchange Rate at the time we have to pay the draft.

# WHAT HAPPENS IF THINGS GO WRONG? If you don't recognise a payment from your account:

You must check your statements regularly and carefully and call us immediately if you don't recognise a transaction or think we've made a payment incorrectly.

If you tell us that you didn't authorise a payment, we'll immediately refund your account with the payment amount and any interest or charges you've paid as a result of that payment. We'll have no further responsibility to you.

If we later become aware that we're not responsible for the unauthorised transaction, we'll deduct the amount of the refund from your account.

We won't make an immediate refund if we suspect fraud or that you intentionally or with gross negligence failed to keep your card, security device or your Security Details (including PINs and passwords) safe. However, we'll investigate the transaction as quickly as possible.

You must tell us about any unauthorised payments within 13 months of the date of the payment; otherwise you may not be entitled to have any errors corrected.

If you authorise a payment and:

- the authorisation didn't set out the exact amount of the payment; and
- the amount of the payment exceeds the amount you could reasonably be expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances:

you can ask us for a refund within eight weeks of the payment being deducted from your account (subject to your additional rights under the Direct Debit Guarantee Scheme). We won't make a refund if you've agreed with us for the payment to be made and, where appropriate, details of the payment are provided or made available to you at least four weeks before the payment is deducted from your account.

You must provide us with any further appropriate information we ask for so we can decide whether we should make a refund. We'll make any refund or provide you with our reasons for refusing your request within 10 Working days of receiving all the information we require.

# Tracing payments

If you ask us to, we'll make reasonable efforts to trace and recover an incorrect payment within two Working days, and will tell you the outcome. This may take longer for international payments.

### Responsibility for unauthorised payments or fraud on your account

You act fraudulently	You're responsible
You let another person use your card or your Security Details or your account	You're responsible
You intentionally or with gross negligence don't use your card, telephone banking or Internet Banking in accordance with these Terms or 'Banking made easy'	You're responsible
You don't keep your card, security device or your Security Details safe	You're responsible
You intentionally or with gross negligence don't notify us as soon as possible of the loss or theft of your card, Security Details or security device, or if you suspect someone has tried to use any of them	You're responsible
If someone else uses your card before you receive it	We're responsible, unless you've acted fraudulently
If your card has been used to purchase goods via the telephone, internet or mail order or you've purchased goods or services via Internet Banking or Telephone Banking	We're responsible, unless you've acted fraudulently
After you've told us that your card or Security Details have been lost or stolen	We're responsible, unless you've acted fraudulently
If we haven't provided the facilities for you to tell us that your card or any Security Details have been lost or stolen	We're responsible, unless you've acted fraudulently
If you've asked us to make a payment and provided the correct payment details	We're responsible, unless we can prove the Recipient's bank has received the payment within the usual timescales for making the payment
You've provided us with incorrect payment details (see pages 19 and 20)	You're responsible

# Responsibilities

We're not responsible if we don't comply with any of the Terms:

- due to abnormal or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- where our failure to comply is due to our obligations under European or national law.

This clause will also apply if you are unable to use a device, an e-wallet or any of your cards stored on a device or within an e-wallet unless this is as a result of something we have done. This is because these services are not provided by M&S Bank and we do not control the platform, e-wallet or device.

# 10. JOINT ACCOUNTS

Unless you tell us otherwise in writing, any joint account holder can:

- instruct us to make or stop payments:
- apply for an overdraft;
- · request any information about the account;
- · close the account.

If we convert a sole account to a joint account, any joint account holder(s) will be able to access information from any point in the account history, including when it was a sole account.

We won't convert joint accounts into sole accounts unless one of the account holders dies (see below).

#### Disputes between joint account holders

If we become aware of a dispute, we'll require all instructions on the joint account to come from both/all of you going forward. This includes payment instructions, withdrawals and account closure instructions.

We may also suspend your use of Internet Banking and ask you to destroy any unused cheques and your cards by cutting them into at least six pieces.

You can also tell us at any time that we must only accept instructions from both you and your joint account holder going forward.

# Death of a joint account holder

Once we receive evidence of the death of one of the joint account holders, we'll transfer the account into the name of the remaining holder(s). This is subject to any rights that we, or another person (for example, a beneficiary under the will of the person who has died), may have in respect of the account.

# Mental incapacity

If we receive notice that one joint account holder has become mentally incapable we won't allow withdrawals, accept new payment instructions or an instruction to close the account from the remaining joint account holder(s) from that time. We'll only be able to make payments that were authorised before we received notice of mental incapacity until either an Attorney or Receiver is appointed to act for the person who is mentally incapable.

# Registration for Internet Banking

If one of you registers for Internet Banking or any other banking service provided over an electronic channel which we may make available to you, we may provide Internet Banking or such other service in respect of your joint account even if not all of you have registered for Internet Banking or such other service.

#### 11. BALANCE INFORMATION AND STATEMENTS

We'll post you a paper statement regularly (at least every 12 months or 6 months for M&S Monthly Saver Accounts) or your statement will be available to view within Internet Banking.

You can ask us to post you a paper statement free of charge if you:

- · have made a payment from your account; and
- wouldn't normally receive a paper statement covering the month you made the payment.

# Account balance and available balance

The balance on your account can include payments still being processed (for example card payments) and doesn't include the amount of any existing overdraft facility.

The available balance includes cleared funds in your account and any existing overdraft facility. In Internet Banking you can see certain payments due to be credited to your account one Working day before they show on your statement.

day before they snow on your statement.

However, these payments may be returned or recalled by the person making the payment, and therefore may never be added to your statement.

#### Court orders

We may have to comply with any Court Order, Legislative order or Order from the Child Maintenance and Enforcement Commission we receive. This may mean we've to make deductions from your account and payments may not be processed or may be reversed.

If a bankruptcy petition or sequestration order is presented against you in the UK then we'll:

- suspend your ability to make payments through telephone banking and Internet Banking:
- ask you return your card and cheque book;
- not be able to make payments from your account without a Court Order, and
- set up a separate account in your name in which any future payments to you will be held.

# 12. CHANGES AND HOW WE'LL TELL YOU ABOUT THEM

# Changes to interest rates, charges, eligibility requirements and benefits and these Terms

We can make changes to interest rates, our charges (including applying new charges), eligibility

requirements and benefits and these Terms at any time if we reasonably believe the change is to your advantage, or is needed for any one or more of the following reasons. These reasons may relate to circumstances existing at the time or those that are expected to apply in the near future:

- to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
- to meet our regulatory requirements;
- to reflect new industry guidance and codes of practice;
- to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar organisation;
- to respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you;
- to allow us to make reasonable changes to the way in which we manage the account as a result of changes to technology or the systems we use, including introducing new services or facilities or replacing an existing service or facility with a new one.

# Other reasons when we can change interest rates

We can also change the interest rate (both credit interest and Overdraft Interest) at any time:

- to respond proportionately to changes in the Bank of England base rate;
- other specified market rates or indices or tax
  rates:
- to proportionately reflect other legitimate costs in providing the account (including our funding costs).

We won't change the interest rate that we've agreed will apply during the term of an M&S Monthly Saver Account.

The old rates will also help you compare rates. We will update information in our literature as soon as reasonably possible.

# Other reasons when we can change charges

We can also change charges at any time to proportionately reflect legitimate increases or reductions in the costs of providing the account, services or facilities (including our funding costs).

We can also change charges for any other valid reason.

#### Changes to our exchange rates

We can change the M&S Bank Exchange Rate immediately and without giving you prior notice.

# Changes to interest rates, charges, eligibility requirements and benefits and other Terms for reasons not stated in this section

We can make any change as long as we give you advance notice and you're able to close your account, or end a service that relates to an account, before the change takes effect without charge.

We need this flexibility to change because we need to be able to manage how we provide an

account over a long period of time, and it's very difficult for us to anticipate all the circumstances when we might need to change the way an account works. If you don't like any change we make in this way, you've the right to close your account and move to a new account either with us or with another bank

### Changes to Overdraft Interest

If we're reducing the Overdraft Interest rate we'll either:

- · tell you personally within 31 days; or
- provide the details in a notice in the press and on our Rates and charges notice in Branches within three Working days.

If we're increasing the Overdraft Interest rate we'll tell you personally at least 30 days in advance.

# Changes to charges

If we change the charges set out in these Terms (including introducing new charges), we'll tell you personally at least two months in advance.

# How we'll tell you about other changes

If we make changes to:

- account benefits and eligibility in the product summaries;
- the terms and conditions in the product summaries that apply to M&S Monthly Saver Account; and
- sections 6, 8 and 15-17;
- we'll tell you personally at least 30 days in advance if the change is disadvantageous. For other changes we'll tell you within 30 days of the change.

If we make changes to:

- · the account features in the product summaries;
- 'Important things in our Terms you should be particularly aware of'; and
- sections 1-5, 7, 9-14 and 18-23;
- the Glossary;

we'll tell you personally at least two months in advance

# Changing payment information in our 'Banking made easy' brochure

Throughout these Terms we've referred to our 'Banking made easy' brochure for further information on certain payments-related matters. There is also important information in 'Banking made easy' about us, who we are regulated by and how you can make a complaint. We'll tell you personally at least two months in advance if we change this information.

# What you can do if you don't like a change we've made to interest rates, charges or terms and conditions

If we provide you with notice that we're going to make a change to these Terms, you can close your account before that change takes effect, or within the next 60 days whichever is longer, without charge.

If you don't tell us that you want to close your account, then we'll assume you've accepted the change and it will take effect automatically at the end of the notice period.

# 13. CLOSING YOUR ACCOUNT/ M&S MONTHLY SAVER ACCOUNT

This agreement will continue until you or we close your account, as set out below.

### Cooling-off period

A 14 day cooling-off period applies after we open your account. During this time you can close your account in any Branch, by writing to us at Customer Relations department, M&S Bank, Kings Meadow, Chester, CH99 9FB; or telling your Branch in writing or in person, by calling us on 0345 900 0900. We will give you all your money back and if you are an M&S Monthly Saver Account customer we will also give you any credit interest it has earned.

If you applied for your account by telephone the cooling-off period will start from the day after you receive these Terms.

# How you can close your account

# M&S Current Account and M&S Monthly Saver Account

You can close your M&S Current Account or M&S Monthly Saver Account at any time in any Branch, by calling us or in writing.

Please refer to section 12 of the M&S Monthly Saver Account terms and conditions on page 9 of these Terms for more information about closing your account within the initial fixed term.

# M&S Premium Current Account or M&S Premium Current Account with insurance

You can close your account in any Branch, by calling us or in writing by giving us 1 month's notice.

You can also close your M&S current accounts by switching your account to another provider using the Current Account Switch Service.

If you close your M&S current accounts, including if you switch to another provider using the Current Account Switch Service, we will automatically close any other Additional Accounts and the M&S Monthly Saver Account. We will tell you immediately after we do this.

If you close your M&S current accounts we'll withdraw any account benefits.

If you have an M&S Premium Current Account or an M&S Premium Current Account with insurance we will deduct all monthly account fees payable up until the date of closure (we will calculate the monthly account fee pro rata for the month of closure ie according to how far through the month you are).

Where a benefit is provided by a third party eg worldwide travel insurance, the provider may be able to make changes to those terms and conditions and may be able to cancel/close the benefit. If the provider makes an unfavourable change to the terms and conditions that apply to any benefit that you have, or cancels/closes such a benefit, you may close your account even if you are within the initial fixed term of your M&S Premium Current Account or M&S Premium Current Accounts. This does not apply to Additional Accounts.

# When we can close your account

We can close your account immediately and without notice if you've seriously or persistently broken any of the Terms, including where:

- you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
- you are, or we reasonably suspect you may be, acting fraudulently; or
- your behaviour is improper, for example you act in a threatening or violent manner towards staff; or
- you weren't entitled to open your account or take out your service; or
- we've demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
- you haven't provided us with adequate information that we've requested in relation to your liability for tax; or
- if we reasonably consider that by continuing the contract we may break a law, regulation, code, court order or other duty; or we, or another HSBC Group company may be exposed to action or censure from any government, regulator or law enforcement agency.

We can close your M&S current accounts for any reason provided we give you two months' notice.

We can close your M&S Monthly Saver Account provided we give you two months' notice of:

- any of the reasons in the What happens if you don't meet your responsibilities section below apply; or
- we reasonably consider it's necessary to comply with our regulatory and compliance controls, policies and procedures, and responsibilities.

If we close your M&S Monthly Saver Account we will pay you interest up to the date we close it.

# M&S Premium Current Account with insurance

If you close or are no longer eligible for the worldwide multi trip family travel insurance benefit that comes with M&S Premium Current Account with insurance we will close your M&S Premium Current Account with insurance and open an M&S Premium Current Account for you and we will deduct the applicable monthly fee for M&S Premium Current Account from your account. We will write to you to confirm that we have opened an M&S Premium Current Account for you. If you have a joint account we will only close your M&S Premium Current Account with insurance and open an M&S Premium Current Account if both joint account holders are ineligible for the worldwide multi trip family travel insurance.

# When your account is closed

If you close your account, we'll deduct any charges and interest which haven't yet been applied to your account before paying the balance of the account to you.

If you switch a current account to another provider using the Current Account Switch Service (CASS), we'll deduct any outstanding interest and charges that haven't yet been applied to your account before sending the balance to your new account.

You must destroy any unused cheques and your card by cutting them into at least six pieces.

If you have registered a card on a device or within an e-wallet, you must also delete the card from each device on which it is registered.

If, after account closure, we pay any card or cheque payments authorised by you, or any charges relating to them, you'll be responsible for these.

If someone tries to make a payment into your account after its been closed and any redirection period under the Current Account Switch Service has come to an end, we'll take reasonable steps to return payment to them.

# 14. SET-OFF (USING MONEY IN ONE ACCOUNT TO MEET A DEBT ON ANOTHER ACCOUNT)

If vo

- have money in a sole or joint account with us; and
- owe us money on another sole or joint account (this could be an overdraft, loan, credit card or any other credit product):

we can use the money you have with us to reduce or repay the amount you owe us.

This is our right of 'set-off'.

We can use this right in the following ways:

Account in credit held in the name of:	Right of set-off can be applied against amounts owed on accounts held by:
А	А
А	A and B
A and B	A and B
A and B	А
A and B	В

Unless prevented by law, we'll use our right of setoff in relation to any sole or joint accounts that you hold with any other company in the HSBC Group worldwide.

#### Exceptions

We cannot use our right of set-off:

- against any money in an account in your name which you've told us isn't yours;
- against any money which we're required to hold by law in an account in your name for someone else:
- in a way that doesn't comply with any law, regulation, code of conduct or industry guidance;
- against any money in an account we think you need to cover essential living expenses or certain important debts.

If we're considering using our right of set-off:

- we'll provide you with general information about our rights and the circumstances when we may use our right of set-off in advance, and
- we may convert to sterling any balance that is in a currency other than sterling at the M&S Bank Exchange Rate that applies at the time.

#### 15. OVERDRAFTS

You must be at least 18 to apply for an overdraft. Overdrafts are subject to status.

#### Requests for an overdraft

You can request an overdraft, or an increase to an existing overdraft, in advance to cover any payments or withdrawals you intend making from your account.

If we agree to your request for an overdraft, we will tell you the amount of your overdraft limit, and give you a letter setting out the terms that will apply to that overdraft.

#### Overdraft Interest and charges

We may charge Overdraft Interest whenever your current account goes overdrawn, on the amount by which it is overdrawn. We may continue to charge Overdraft Interest until there is a cleared credit balance on your account.

We'll calculate Overdraft Interest each day and deduct it from your account once a month or immediately if we demand that you pay any money you owe us. Details of our current Overdraft Interest rates are set out on page 5 of these Terms.

Before we deduct Overdraft Interest from your account, we will give you at least 14 days' notice of how much we are going to deduct, unless your account is being closed (in such circumstances please see section 13 of these Terms.

#### Cancellation of an overdraft facility

Once we have agreed to provide you with an overdraft facility you have the right to cancel the facility within 14 days. If you do wish to cancel you should write to us or telephone us. If you exercise your right to cancel you will be required to repay us the full amount drawn down under the facility. In addition you will be required to pay us Overdraft Interest on the outstanding balance until it is repaid in full. Your right to cancel will end after 14 days but you are still free to end your overdraft facility at any time by paying back all amounts.

### Joint Accounts

All of you are responsible for repaying any overdraft on a joint account. We can demand repayment of the overdraft from all or any of the joint account holders.

#### When you have to repay your overdraft

Overdrafts are a short-term way to borrow money. You must make regular payments into your account and tell us straightaway if you're not able to do this.

#### We can, at any time, end your overdraft

If we do this, we'll send you a demand in writing asking you to repay the overdrawn balance on your account immediately.

We can also ask you to repay part of your overdrawn balance at any time. If we end or reduce your overdraft this will usually be because there has been a change in your personal circumstances.

#### Buffe

We'll provide you with an overdraft 'Buffer' of £50 on your account. This is a safety net for short-term emergency borrowing when there isn't enough cleared money in your account to cover a payment.

The Buffer is provided by us, Marks & Spencer Financial Services plc of Kings Meadow, Chester, CH99 9FB, to you under the name and at the address stated on your application form for an M&S current account.

We'll provide the Buffer for as long as you have your M&S current account.

We may change the amount of the Buffer or withdraw the Buffer from your M&S current account. We would normally only do this if we reasonably believe there is a risk of fraud on your M&S current account or that you'll be unable to repay the Buffer. We'll tell you personally at least 30 days in advance if we decrease the amount of the Buffer or withdraw it. If we increase the amount of the Buffer we'll tell you personally within 30 days.

You can close your M&S current account if you are not happy with any change proposed.

We expect you to repay any overdraft within the Buffer immediately in full. The Buffer is an 'on demand' overdraft facility, which we can end at any time – please see this Overdrafts section for further details.

You can repay any overdraft and any Overdraft Interest at any time.

If the Buffer is not within any interest free entitlement, the total charge for credit for the Buffer is £1.89. This is calculated on the basis that you take the full Buffer on day one and repay it in full, together with interest, three months later.

We'll inform you immediately and without charge if we reject your credit application made in connection with your current account application on the basis of a consultation with a credit reference agency. We'll give you details of the credit reference agency consulted unless we are prohibited from doing so by EC Law or if doing so would be contrary to objectives of public policy or public security.

# Payments that take your account over the Buffer

You should not authorise payments that will take the balance of your account over the Buffer. If you do so, we'll normally refuse to make the payments. If, however, we have to make these payments you must immediately repay the amount by which you have exceeded any overdraft limit and/or the Buffer limit.

# 16. TEXT ALERTS

To try to help you avoid charges, if we hold a mobile phone number for you we may send you text messages if there's an insufficient available balance in your account to meet payments due to be made that day or your overdrawn balance reaches certain levels of your overdraft limit. We will tell you what these limits are when you open your account. We will send you the text alert the morning after the day on which your overdrawn balance reaches any of these levels.

We may change the levels at which we send you text alerts.

You can opt out of receiving these text messages by calling us.

It may not be possible for us to send you text messages on every occasion set out above (for example, if there are problems with our systems) and you must continue to monitor your account carefully yourself.

We'll send these text messages to the most recent mobile phone number we hold for you. You must tell us as soon as possible if you change your mobile phone number.

If you're outside the UK some mobile network operators may charge you for receiving text alerts. You should consider if you want us to temporarily suspend the text alerts whilst you're abroad to avoid these charges.

#### Security

You must take all reasonable precautions to prevent anyone else from accessing the text alerts on your mobile phone.

If-

- · your mobile phone is lost or stolen; or
- you know or suspect someone else knows your mobile phone PIN code; or
- you change your mobile number you must tell us straightaway.

# 17. CONTACTING YOU

We'll use any contact details we have for you to contact you for service and operational reasons; for example, to tell you about changes to the Terms.

You must tell us as soon as possible if any of the contact details we hold for you change.

We may record telephone numbers you call us from. In limited circumstances we may contact you using these numbers, but only if we haven't been able to contact you on the numbers you've provided to us.

We may also contact you using the secure e-message facility within Internet Banking.

# 18. YOUR INFORMATION

# General Information

Where we refer in this section to the HSBC Group this includes HSBC Bank and M&S Bank.

We won't disclose Customer Information to anyone, other than where:

- · we're legally required to disclose;
- we've a public duty to disclose;
- our, or a third party's legitimate business purposes require disclosure:
- · you consent to the disclosure: or
- it's disclosed as set out in this Your Information section.

This section takes priority over any conflicting or inconsistent term of any other service or product between you and us.

#### Collection of Customer Information

We and any members of the HSBC Group may collect, use and share Customer Information including information about you, your transactions, your use of our products and Services and your relationships with the HSBC Group. Customer Information may be:

- requested by members of the HSBC Group or on their behalf:
- collected from you directly, from someone acting on your behalf;
- or from anywhere else (eg credit reference agencies) or a member of the Marks and Spencer Group; or
- combined with other information available to members of the HSBC Group.

# Use of Customer Information

We'll process, transfer and disclose Customer Information to:

- · provide Services;
- · deal with any of your transactions;
- · meet Compliance Obligations:
- perform Financial Crime Risk Management Activity;
- · collect any money you owe us;
- perform credit checks and obtain or provide credit references:
- enforce or defend the rights of a member of the HSBC Group;
- for internal operational requirements of members of the HSBC Group (including, for example, product development, insurance, audit and credit and risk management);
- manage our relationship with you (including any marketing and market research you agree to); and
- · verify your identity.

In particular, if you request a quote for an insurance product from an insurance company associated with the HSBC Group, members of the Marks and Spencer Coup or other companies approved by Marks and Spencer plc, then we may share with such insurance companies information about your creditworthiness, behavioural score and what products and Services you use, in order for those insurance companies to assess risk and adjust the price of insurance products they may offer to you.

# Sharing Customer Information

When we use Customer Information for the purposes set out above, we may transfer and disclose it to:

- any member of the HSBC Group and anybody who provides Services to them or their agents;
- to members of the Marks and Spencer Group (who may additionally use such Customer Information for that group's internal administrative requirements) and anybody who provides Services to them or their agents;

- any Authorities where you have provided us with false or inaccurate information, in response to their requests, in connection with our Compliance Obligations or Financial Crime Risk Management Activity, or where we reasonably suspect Financial Crime;
- persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses and clearing or settlement systems;
- other financial institutions, fraud prevention agencies, trade associations, credit reference agencies and debt recovery agents;
- any introducing broker we provide instructions or referrals to or from whom we receive them;
- · any third party:
- in connection with any reorganisation, sale or acquisition of any HSBC Group member's business:
- 2. we use to provide Services to you; and
- 3. for marketing purposes where you've consented to marketing.

The above recipients may also process, transfer and disclose Customer Information for the purposes set out above and they may be in countries where data protection laws don't provide the same level of protection as in the UK.

For example, regulations based on the Common Reporting Standard require us to report certain information about you (and/or about certain Connected Persons) to the Tax Authorities in the country in which your account is maintained (eg HM Revenue and Customs in the UK), which may transfer that information to Tax Authorities in countries where you or a Connected Person may be tax resident pursuant to international agreements to exchange financial account information.

However, whether it's processed in the UK or overseas, Customer Information will be protected by a strict code of secrecy and security applying to all members of the HSBC Group, their staff and third parties holding information on their behalf.

#### Your responsibilities

- You must tell us in writing about any changes to Customer Information provided to any member of the HSBC Group within 30 days of the change.
- You must promptly provide any Customer Information requested by any member of the HSBC Group.
- Before you provide any Personal Data or Tax Information about a Connected Person to a member of the HSBC Group, you must first tell them about, and obtain their agreement to, their information being processed, transferred and disclosed as set out above. You must also tell them that they can access and correct their information.

You're responsible for complying with your tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of returns, in all countries where those

obligations arise and relating to the opening and use of accounts and Services provided by members of the HSBC Group.

Some countries' tax laws may apply to you even if you don't live there or aren't a citizen of that country. No member of the HSBC Group provides tax advice or is responsible for your tax obligations in any country, including in connection with any accounts or Services provided by members of the HSBC Group. You should seek independent legal and tax advice.

# What happens if you don't meet your responsibilities

If:

- you don't promptly respond to our requests for Customer Information; or
- you don't agree that we can disclose, agree or process Customer Information in accordance with this section (other than for marketing or market research purposes); or
- a member of the HSBC Group suspects Financial Crime;

then we may:

- be unable to provide all or part of the Services to you, and can end our entire relationship with you:
- take necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or block or close your M&S current account(s) and M&S Monthly Saver Account

If you don't give us Tax Information about you or a Connected Person when we request it, we may make our own decision about your tax status. This may result in us reporting you to a Tax Authority, withholding any amounts from products or Services you have with us and paying those to the appropriate Tax Authority.

# Accessing your information

You can make a written request for a copy of certain personal records we hold about you. The current fee is £10 per request from each individual.

#### Credit reference and fraud prevention agencies

If you apply for an M&S current account or credit, we may use details of your credit history obtained from a credit reference agency to assess your ability to meet financial commitments.

We may also share information with credit reference agencies:

- About how you manage any M&S current accounts or borrowing from us.
- If we make demand for repayment of a debt and you don't repay the amount owing, or make and keep to acceptable repayment proposals within 28 days (provided there's not a genuine dispute about the amount you owe). This may affect your ability to obtain further credit.

Credit reference agencies record details that will form part of your credit history regardless of whether you proceed with your application for an account or borrowing. If you make several applications in a short period of time this may temporarily affect your ability to obtain credit.

If you make a joint application for an M&S current account or credit, an association linking your financial records with those of the other joint applicant(s) will be created by credit reference agencies. The credit history of your 'associates' may be taken into consideration in any future application for credit. This association will remain in place until you file a 'notice of disassociation' with credit reference agencies.

More information is set out in our leaflet 'Understanding credit scoring, credit and fraud prevention agencies' available on our website marksandspencer.com/bank, from Branches or by calling 0345 900 0900 (textphone 0345 300 1815). Please also call this number if you want details of the credit reference and fraud prevention agencies we use. Lines are open 24 hours a day, 7 days a week.

# Information we may store on your computer

When you use any device to access HSBC Group websites and apps, information may be stored and accessed on your device to:

- · improve your experience;
- improve the functionality, security and performance of those websites;
- · provide you with marketing;
- provide us with information about how those websites are used and how you arrive at them; and/or
- ensure the marketing information displayed to you when you use HSBC Group websites is more likely to be relevant and of interest to you.

Emails from or on behalf of any member of the HSBC Group may include technologies to track, for market research purposes, if you open the emails and if you use internet links within them. Further information on our cookie policy, website terms and privacy statement can be found on our website

#### Other ways we can use your information

To ensure we carry out your instructions accurately, to help us improve our service and in the interests of security, we may monitor and/or record your communications with us, such as telephone calls and conversations in Branch. In the interests of security and preventing crime we may use closed circuit TV in and around our premises for the monitoring and collection of sound and/or visual images. All recordings remain our sole property.

We may make and keep copies of identification evidence you provide.

You should tell us if you change your mind about receiving marketing information or about participating in market research.

This Your information section will continue to apply even if this agreement is ended by you or us.

# 19. ACTIONS WE TAKE TO PREVENT FINANCIAL CRIME

We and any member of the HSBC Group may carry out Financial Crime Risk Management Activity. Exceptionally, this may result in members of the HSBC Group delaying or refusing either to process a payment or your instructions, or to provide all or part of any Services to you.

No member of the HSBC Group shall be responsible to you or any third party for any loss incurred as a result of any member of the HSBC Group carrying out Financial Crime Risk Management Activity.

# **20. ACCOUNT TRANSFERS**

# Transferring you to a different account

We can transfer you to another account we believe is appropriate for you if:

- your account is no longer going to be sold by us: or
- your account has eligibility requirements you no longer meet.

We'll always give you at least two months' personal notice that we're going to transfer you to a different account. You can close your existing account during the two month notice period. Once your account has been transferred, you can close it within 60 days with no charge.

# Transferring your account to a different bank

We can transfer all of our rights in relation to your account to someone else.

We can transfer all of our obligations in relation to your account, but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator as being able to accept deposits. This includes us appointing another HSBC Group Company as our agent (ie to act on our behalf) for debt recovery purposes. This won't reduce any of your rights in relation to your account.

# Transferring your account to another person

You cannot transfer any of your rights and obligations in relation to your account, or your account itself or deposit to any other person.

# 21. GENERAL

# Inactive accounts

If there has been no activity from you on your M&S current account or M&S Monthly Saver Account for some time, we may suspend your account (which will mean no payments can be made into or out of it) to protect against fraud.

Unless we are concerned that doing so may jeopardise the security of your M&S current accounts or M&S Monthly Saver Account, we'll give you two months' advance personal notice.

# Your statutory rights

Nothing in the Terms will reduce your statutory rights including your rights relating to misdescribed accounts or Services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim compensation. For further information

about your statutory rights contact your local authority Trading Standards Department or the Citizens Advice Bureau.

# Complaints

If we have not been able to resolve any complaint you make about our products and Services within eight weeks, or you are not satisfied with our response, you can refer your complaint to the Financial Ombudsman Service. If you want to contact the Financial Ombudsman Service, you will need to do this within six months from receipt of our final response.

To find out more about the service you can:

visit financial-ombudsman.org.uk; or

write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR;

or phone them on 0800 0 234 567 or 0300 123 9 123.

Alternative dispute resolution (ADR) can take place in various ways, including face-to-face, by telephone, in writing or online. To encourage use of online dispute resolution (ODR) there is a ODR platform created by the EU Commission which allows consumers to submit their complaint through a central site which will forward the complaint to the right ADR scheme. In relation to this agreement, this is the Financial Ombudsman Service and you can also contact them directly as per the above contact details. For more information about ODR please visit ec.europa.eu/odr.

# 22. EXTRA TIME

If we allow you some extra time to meet your obligations in these Terms or don't use some of our rights this doesn't mean that we'll do so again.

#### 23. THE LAW THAT APPLIES TO THESE TERMS

Where you opened your account	Which country's laws apply to these Terms and how we dealt with you before you opened your account
UK (except Scotland)	England and Wales
Scotland	Scotland

You can take legal proceedings against us in the UK, or in the country where you live.

These Terms are, and any communications we send to you will be. in English.

# Glossary

All references to 'M&S current account' in these terms include M&S Current Account, M&S Premium Current Account and M&S Premium Current Account with insurance, unless we say otherwise.

Additional Account means an additional M&S current account which you can open when you already have an M&S current account.

Authorities includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

Bill Payment means a payment to someone else's account in the UK, Channel Islands and Isle of Man.

Branch(es) means branches of Marks & Spencer Financial Services plc within M&S stores in the United Kingdom. These may also be called 'bank(s) in store'.

Compliance Obligations means obligations of the HSBC Group to comply with:

- a) Laws or international guidance and internal policies or procedures;
- b) any demand from Authorities or reporting, disclosure or other obligations under Laws; and
- c) Laws requiring us to verify the identity of our customers.

Connected Person means any other person or entity with whom you've a connection relevant to your relationship with the HSBC Group and whose information is received by an HSBC Group member either directly from you or otherwise, in connection with the provision of Services. Examples include a guarantor, payee or Recipient of a payment, anyone who has opened or operates an account on your behalf or anyone entitled to the money in an account.

Customer Information means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person.

Direct Debit means a regular payment to someone else's account. The person or organisation you pay a Direct Debit to can change the amount, but should give you advance notice of this.

EEA means all the countries in the European Union together with Iceland, Norway and Liechtenstein.

Electronic Funds Transfer means a payment you make to someone else's account through the Clearing House Automated Payment System (CHAPS) service.

Faster Payments is a clearing scheme within the United Kingdom which many banks participate in and which supports the timely transfer of payments.

Financial Crime means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break any Laws relating to these matters.

Financial Crime Risk Management Activity means any action to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime. This may include:

- screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf;
- 2. investigating the source of or intended Recipient of money;
- combining Customer Information with other related information in the possession of the HSBC Group;
   and/or
- making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status

Foreign Cheque means either a cheque in a foreign currency drawn on a bank anywhere or a sterling/euro cheque drawn on a bank abroad.

HSBC branch(es) means a branch(es) of HSBC Bank plc in the UK, Channel Islands and Isle of Man.

HSBC Bank means HSBC Bank plc but excludes first direct.

HSBC Group and any member of the HSBC Group means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities and any of their branches and offices.

IBAN is an international standard for identifying account numbers that facilitates international payments.

Internal Transfer means a transfer you make to another one of your your M&S current accounts, Additional Accounts or Everyday Saver Account.

Internet Banking means our Internet Banking service for personal customers.

Laws include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to any member of the HSBC Group.

Marks and Spencer Group means Marks and Spencer plc, its subsidiaries, associated and affiliated companies.

Non-Sterling Cash Fee means an additional fee applied to certain cash withdrawals.

Non-Sterling Transaction Fee means a fee applied to all types of non-sterling transactions.

Overdraft Interest means interest you pay for any overdraft on your account.

PASS means Personal Access Security Solution.

Paying-in Machines means some of our Self-service machines that allow you to deposit cheques, sterling bank notes and, in some cases, coins for payment into your account.

Personal Data means any information relating to an individual from which they can be identified.

Priority Payment means an international payment or a foreign currency payment to another account in the UK.

Recipient means the person receiving the money being paid (this may be another person or if you're sending a payment to another of your accounts or are withdrawing cash).

Security Details means all PINs and passwords you use to access your account by any method, eg telephone banking, Internet Banking, plastic debit card and any card details in e-wallets, on retailer's websites or on devices such as mobile phones. If you have registered a card on a device or within an e-wallet, Security Details include security information used to access your card and make payment, which can include passwords and security processes used to access your device or e-wallet (device ID, passcodes or passwords) and any fingerprints or other biometric or identification methods stored in your device.

Self-service machines means automatic machines at which you can access banking services using your card and Card PIN. These include cash machines, Paying-in Machines and other machines from which you can withdraw foreign currency. It will be clear at each machine what type of machine it is and what type of services you can access.

Services means:

- (a) opening, maintaining and closing your account(s),
- (b) providing you with credit facilities and other banking products and services and associated benefits, processing applications, credit and eligibility and
- (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

Standing Order means a regular payment (for a set amount) to someone else's account.

SWIFT Business Identifier Code is a unique international bank sort code used to clearly identify a specific bank worldwide (For incoming payments to your account, use MIDLGB22).

Tax Authorities (Authority) means UK or foreign tax, revenue or monetary authorities (for example, Her Majesty's Revenue and Customs (HMRC).

Tax Information means documentation or information about your tax status.

Terms means these Banking Terms and Conditions.

UK means England, Scotland, Wales and Northern Ireland.

We, us, our and M&S Bank mean Marks & Spencer Financial Services plc of Kings Meadow, Chester, CH99 9FB trading as M&S Bank.

Working day(s) means Monday to Friday, excluding public holidays.

you and your mean the account holder or if the account is in joint names all account holders.

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

A textphone service is also available for customers with hearing and/ or speech impairments. If you use your own textphone you can call us on 0345 300 1815 (+44 1244 686 097 from overseas).

Calls may be recorded for 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.

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