

PREMIUM CLUB

Important Changes to your
Terms and Conditions

EFFECTIVE FROM 17 APRIL 2015

Please make sure you read through the changes carefully and keep this Notice of Variation and the new M&S Premium Club Terms and Conditions in a safe place for future reference.

The main changes are summarised below. We have also enclosed a complete set of the new M&S Premium Club terms and conditions (Terms) which include all the changes.

The changes to our Terms will take effect on **17 April 2015** for all customers.

If we don't hear from you we will assume you accept the changes. If you would like to discuss the changes please call us on the telephone number below. If, unfortunately, you choose not to accept the changes to the Terms you have the right to close your membership at no charge before they take effect by calling us on the number below. As a valued customer we hope that this is not the case.

SUMMARY OF CHANGE	DETAILS	SECTION
Increase in price of M&S Premium Club (with travel insurance) to £20.	Due to increasing costs associated with our providing the travel insurance part of this service, we have increased the cost of M&S Premium Club to £20. This change will take effect from your first usual payment date after 16 April 2015.	N/A
Introduction of M&S Premium Club without travel insurance for £10	We are continually reviewing our product offering to ensure that we are competitive within the market and are providing the best value possible for our customers. Therefore, we are now providing M&S Premium Club without travel insurance at £10 a month. All other benefits remain unchanged. The terms have been updated to reflect this change.	The paragraph above section 1 and section 3.
Worldwide multi trip family travel insurance	We've standardised the text regarding travel insurance. For full details of your cover and conditions please refer to your Policy Booklet.	Section 2
Termination	We've clarified these sections so it is clearer when you can end your agreement for M&S Premium Club and the circumstances and reasons why we may do so. We have also introduced the ability for us to terminate your membership immediately in certain situations. These include where you are or we reasonably suspect you are acting fraudulently.	Section 5
When we can make changes to the Terms and charges	We've simplified and clarified the sections that cover when we can make changes.	Section 6
Contact details	We have changed the telephone number for our Customer Services team which means it now costs you less to speak to us, even if you are calling from a mobile. The new telephone number is 0345 900 0900. Calls to 03 numbers will normally be part of any inclusive minutes provided with mobile phone packages, however, you should check this with your service provider.	Section 8

SUMMARY OF CHANGE	DETAILS	SECTION
Other changes	We have clarified how we will use your information, the law that applies to this agreement and your statutory rights. We have inserted new clauses so you have this information in one place.	Sections 9-13

We are also making some minor changes to clauses and formatting in our terms and conditions (including updating cross-references and clause numbers to reflect the changes we are making). Because of the nature of these changes, we have not detailed them here.

CONTACT US		
CUSTOMER SERVICES TEAM	0800 363451	0345 900 0900
TEXT PHONE	0800 363456	0345 300 1815

Please see overleaf for the full terms of M&S Premium Club.

M&S PREMIUM CLUB

TERMS AND CONDITIONS

M&S Premium Club is a package of benefits available to customers while they hold an M&S Credit Card or other M&S Bank product as determined by us. It comprises a range of preferential benefits, offers and discounts. You can choose to have M&S Premium Club with or without travel insurance and the fee applicable will be notified to you. These terms and conditions are separate from and additional to the terms and conditions of the M&S Credit Card, the M&S Loyalty Scheme, and where applicable, the travel insurance policy included as part of the M&S Premium Club package and any other product terms and conditions we specify.

GENERAL TERMS

1. ELIGIBILITY

To be eligible for M&S Premium Club you must:

- be over 18 years of age
- hold an M&S Credit Card as the main cardholder or another M&S Bank product as determined by us at the time of offer and be part of the M&S Loyalty Scheme
- be a UK resident for the duration of the period in which you hold the product.

2. BENEFITS

With M&S Premium Club you will receive:

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

You 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 point 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 on which we process your application; however a delay of up to 12 days may occur before additional points are added to your account.

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 and online (excluding food, drink, technology, large appliances, ordering services, gift cards and gift vouchers). 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 vouchers 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.

- **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. 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 £3.00 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.

- **Treats and delights**

As a M&S Premium Club member, 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 and a Christmas gift, plus 3 other gifts. Gifts 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.

- **Extra offers and discounts on both M&S and third party products and services**

You will receive additional offers and discounts compared with customers who do not have M&S Premium Club or M&S Premium Current Account.

Individual offers and discounts may be subject to change and withdrawal at any time. Specific terms and conditions may apply to individual offers and will be notified with the offer. Marks and Spencer plc and M&S Bank cannot be held responsible for vouchers lost, stolen or damaged once we have sent them.

If you have M&S Premium Club with travel insurance you will also receive:

- **Worldwide multi trip family travel insurance**

Please read the Policy Booklet in your M&S Premium Club welcome pack for full terms and conditions of the travel insurance (including applicable exclusions and our travel insurer's cancellation, termination and variation rights). To be eligible for this benefit, you and the insured persons must be resident in the UK (which includes the Channel Islands and the Isle of Man), under the maximum age quoted in your travel policy at the start of the trip and registered with a medical practitioner in the UK.

Please refer to your Policy Booklet for details of the cover provided and any important conditions relating to health. Cover under the policy will commence from the date stated in your Policy Schedule which you will receive in your M&S Premium Club welcome pack unless we have advised you otherwise. In the event of any inconsistency between this M&S Premium Club agreement and the terms and conditions in the travel insurance Policy Booklet, the terms and conditions in the travel insurance Policy Booklet shall be deemed to apply to the travel insurance.

3. FEE AND TERM

This M&S Premium Club agreement has an initial minimum term of 12 months after which it will continue indefinitely until terminated by you or us – see clause 5.

A monthly fee is payable for the M&S Premium Club package which will have been notified to you before you apply for M&S Premium Club. The monthly fee will differ depending on whether your M&S Premium Club package includes travel insurance. This monthly fee will initially be charged to your M&S Credit Card account but can be paid via other means when we so advise you. We will notify you in advance if we change the fee. If we increase the fee during the initial minimum term then you can terminate this agreement without you incurring any further monthly fees, by contacting us via phone, post or in branch.

4. CANCELLATION RIGHTS

You have the right to cancel M&S Premium Club within the first 14 days of receiving your M&S Premium Club welcome pack and if you do so you will receive a full refund of any fees you have already paid. The cancellation period will start from the day on which you receive the M&S Premium Club welcome pack in the post. Please note that there will be no refund for cancellation within this 14 day cooling off period if you have made a claim against the M&S Premium Club travel insurance policy.

You may not cancel the M&S Premium Club package after the 14 day cooling off period without paying the monthly fee until the end of the initial fixed term of 12 months.

If you wish to cancel M&S Premium Club you may do so by contacting us via phone, post or in branch.

5. TERMINATION

If you close M&S Premium Club after the 14 day cooling off period you will be required to pay the monthly fee for the remainder of the 12 month term, unless you want to close it following an unfavourable change we have made. You can terminate this agreement at any time after the initial minimum 12 month term. In both cases you must contact us via phone, post or in branch to terminate. You will not have to pay any further monthly fees after you have paid the fee for the month you close your M&S Premium Club.

Should you wish to cancel the travel insurance element of your M&S Premium Club package, you may do so at any time. You will continue to hold M&S Premium Club (without insurance) and pay the applicable fee advised to you. If you do this, you will have 14 days to change your mind, after this you will not be able to reinstate the travel insurance element at a later date.

When we can close M&S Premium Club

This agreement and the M&S Premium Club package will end if you cease to hold an M&S Credit Card or other eligible M&S Bank product. You will not have to pay any further monthly fees after you have paid the fee for the month you close your M&S Credit Card or other eligible M&S Bank product.

We can close M&S Premium Club immediately if, at any time:

- 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;
- Your M&S Credit Card is, or we reasonably suspect it is, being used for a fraudulent or illegal purpose;
- You are, or we reasonably suspect you may be, acting fraudulently;
- You were not entitled to open your M&S Credit Card or take out M&S Premium Club;
- We have demanded that you repay the outstanding balance on your M&S Credit Card and you have failed to do so;
- If we reasonably consider that by continuing this contract we may break a law, regulation, code, court order or other duty; or we, or another HSBC Group Company (HSBC Holdings plc, its subsidiaries, associated and affiliated companies), may be exposed to action or censure from any government, regulator or law enforcement agency.

We may terminate this agreement and any benefits, offers and discounts will be withdrawn for any other reasons, unless you are in the initial 12 month term. Where we do this, we will communicate our actions to you at least 30 days prior to termination.

Cancellation, termination or variation of the travel insurance may occur separately under the policy terms and law applying to that insurance. Your travel insurance is cancelled automatically when you reach the maximum age specified in your Policy Booklet. Please see the Policy Booklet in your welcome pack for full details. However, you can continue to hold M&S Premium Club without travel insurance.

If you or we cancel or terminate this M&S Premium Club agreement, the travel insurance cover will end and all benefits will be withdrawn. If your M&S Premium Club package is terminated you will be required to destroy or return your M&S Premium Club membership card, along with any unclaimed vouchers.

6. MAKING CHANGES

We can make changes to our charges, eligibility requirements, the benefits and these terms at any time if we reasonably believe that the change is to your advantage, or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- a) to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
- b) to meet our regulatory requirements;
- c) to reflect new industry guidance and codes of practice;
- d) to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar organisation;
- e) to allow us to make reasonable changes to the way in which we manage the M&S Premium Club package 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.

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

We can make any change so long as we give you advance notice and you're able to close your M&S Premium Club, or end a service that relates to it, before the change takes effect without charge.

We need this flexibility to change because we need to be able to manage how we provide M&S Premium Club 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 the service works. If you don't like any change we make in this way you have the right to end your M&S Premium Club membership.

- 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 provide you with advance notice that we are going to make an unfavourable change to the terms, you can close M&S Premium Club before that change takes effect, without charge. If you do not tell us that you want to close M&S Premium Club, then we will assume you have accepted the change and it will take effect automatically.
- For commercial reasons we may decide to change our current travel insurer. In such circumstances we will give you reasonable notice of any change of insurer and advise you of any other changes to your policy terms. You will have the opportunity to terminate the M&S Premium Club travel insurance policy and continue with M&S Premium Club (without travel insurance) both before and after such a change becomes effective.

7. AT APPLICATION

When you apply for M&S Premium Club we will acknowledge your application but such acknowledgement will not constitute our acceptance of your application unless we specifically tell you at the time we make the acknowledgement. The agreement between us will be concluded when you receive your M&S Premium Club welcome pack or when we tell you that we have accepted your M&S Premium Club application, if this is sooner. Our acceptance may be subject to certain further steps being taken, for example, completion of further paperwork or providing us with certain information.

8. CONTACTING US

If you have any questions about M&S Premium Club or would like to make a complaint, then please telephone us on 0345 900 0900, text phone us on 0345 300 1815, write to us at: Cards and Loyalty department, M&S Bank, Kings Meadow, Chester CH99 9LZ or you can call into one of our branches. To find your nearest branch please visit marksandspencer.com/bank. If you would like to make a complaint regarding the travel insurance element of M&S Premium Club then please follow the complaints procedure outlined in the travel insurance Policy Booklet included in your welcome pack.

9. YOUR INFORMATION

We will use your information in the ways set out in the terms and conditions that apply to your M&S Credit Card.

10. CONTACTING YOU

We will use your contact details we have for you for service and operational reasons, for example to tell you about changes to these terms. If you are registered for Internet Banking, we may also contact you using secure e-message.

11. TRANSFERS

We can transfer all our rights in relation to M&S Premium Club to someone else.

We can transfer all of our obligations in relation to M&S Premium Club but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by the Financial Conduct Authority and/or Prudential Regulation Authority. This will not reduce any of your rights in relation to M&S Premium Club.

You cannot transfer any of your rights and obligations in relation to M&S Premium Club, or M&S Premium Club itself, to anyone else.

12. GOVERNING LAW AND LANGUAGE

The laws of England and Wales apply to these terms and our dealings with you until the time your M&S Premium Club is closed. The terms are in English and any communications we send to you will be in English.

13. YOUR STATUTORY RIGHTS

Nothing in these terms will reduce your statutory rights. For further information about your rights contact your local Trading Standards Department or the Citizens Advice Bureau.

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

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