

M&S Banking terms and conditions

Effective from 31 October 2018

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About this agreement

This agreement is between us, M&S Bank, which is a trading name of Marks & Spencer Financial Services plc, and you, the person or persons we've opened one or more accounts for. It covers our personal banking accounts and services. You can ask for a copy on paper or in another format such as large print, Braille or audio at any time.

Where they're relevant, we've used industry standard terms and definitions in this agreement and related documents. You can find a glossary of them at marksandspencer.com/bank

Here are the details you need to contact us.

By telephone	From UK	From anywhere else
Lost or stolen cards and PINs	0800 085 2411	+44 1244 879 080
Accounts	0345 900 0900	+44 1244 879 080
Textphone	0345 300 1815	+44 1244 686 097
Telephone Banking	0345 900 0900	+44 1244 879 080
Internet Banking	0800 363 459 or marksandspencer.com/bank	
Mobile Banking	M&S Banking App	
By post	M&S Bank, PO Box 10565, 51 Saffron Road, Wigston, LE18 9FT	

To contact you, we'll use the most recent post or email address, telephone and mobile numbers you've given us. To warn you about any actual or suspected fraud or security threats, we'll use the fastest and most secure way of contacting you (eg we may use text rather than telephone).

If you're registered for Internet Banking we may also send you secure messages through the 'My Messages' facility.

You must tell us as soon as possible if any of your contact details change. If you don't, we won't be responsible if you don't get information or notices from us.

We may record:

- and monitor telephone calls so we can improve our services and for security reasons.
- telephone numbers you call us from and may use them if we need to contact you urgently.

We'll always use English to communicate with you.

1. What does this agreement cover?

Accounts		Services	
Personal current accounts	✓	Internet Banking	✓
M&S Monthly Saver	✓	Mobile Banking	✓
Everyday Savings Account	✓	Telephone Banking	✓
ISA accounts or fixed rate savings account	✗	Business use or trusts	✗

2. What forms our agreement?

Terms	Where you'll find them
General terms that apply to all accounts where relevant	This document.
Additional terms: <ul style="list-style-type: none">• for some products (eg our current and savings accounts); and• charges	The Charges and Additional Product Terms.
Credit interest rates	The most recent Summary Box leaflet for your product.
Current exchange rates	Contact us in branch or by telephone.
If there's a conflict between the terms in this document and those in the Charges and Additional Product Terms, the Charges and Additional Product Terms will apply.	
For other products or services (eg overdrafts and Internet Banking), the terms we give you when you request the product or service will also apply.	

Using your account

3. How do we make sure we're dealing with you?

Before we do certain things (eg provide information about your account or make payments), we need to check we're dealing with you and that you've authorised the action we're taking. If we get a document, for example, we'll check the signature on the document (eg a cheque) matches our records. If you're in a branch we may ask for photo ID (eg a driver's licence). In all other cases, we'll assume we're dealing with you and that we're authorised to take action if your security details are used with Telephone, Internet or Mobile Banking (or another service we provide for accessing your accounts) or with a payment device. We may add other ways of checking your identity in the future.

What is a 'payment device'?	What are 'security details'?
A card, e-wallet or another device that you can use (usually with security details) to make payments, give us instructions or access information about your account.	Passwords, PINs, security codes, memorable data, biometric data (such as a fingerprint or voice ID) or any other information or details that you've set up with us for use with a payment device or Telephone, Internet or Mobile Banking.

4. Keeping up security

We'll do all we reasonably can to prevent unauthorised access to your account. You must also act reasonably to prevent misuse of your account by keeping your payment devices and security details safe. If you don't, we may block access to your account to protect you and us from unauthorised use. If you ask, we'll tell you when the block will end.

Tips for preventing misuse of your accounts:

Don't:

- allow anyone to use any payment device or tell them your security details (other than a TPP).
- choose security details that can be easily guessed by anyone else.
- log in, or stay logged in, to a device if you're not in full control of it or it's not in your possession.

Before you transfer possession of a payment device to someone else (eg if you sell it or give it to someone for repair), delete:

- cards stored on it or in any e-wallets; and
- any biometric access (such as fingerprint, face or voice ID), including access from any linked device.

Additional security tips are on our website and in the 'Banking made easy' brochure. Please check for any updates we may make from time to time.

You must contact us as soon as possible if:

- someone else tries to access, or has accessed, your account using a cheque, or payment device (with or without security details); or
- a cheque, payment device or security details have been lost or stolen.

We'll ask for information or other help and we may assist and ask you to assist with any police investigation.

You must not use a payment device or cheque after you have reported it lost or stolen or you think someone has used or tried to use it. You must destroy it and return it to us if we ask.

5. Using a third-party provider (TPP)

A TPP is a third-party service provider that's authorised by or registered with the FCA or another EEA regulator or otherwise permitted by law to access information and make payments on online payment accounts operated by other providers (such as banks, building societies and credit card issuers) and has your permission to do this.

An EEA regulator is a regulator in a member state of the European Union, Iceland, Liechtenstein or Norway.

If you use a TPP, the terms of this agreement will still apply. We'll give the TPP access to account information and you'll be able to make the same payments through the TPP that you'd be able to make if you were dealing with us online. Account information will include details about who you make payments to and receive payments from. This might contain some sensitive personal information, eg if you pay a trade union or church membership subscription from your account.

Although you must not, generally, give your security details to anyone else, you may give them to a TPP if it's necessary for them to provide their services to you. We may refuse to allow a TPP to access your account if we're concerned that the TPP is unauthorised or acting fraudulently. We'll tell you if we do this (unless it'd be unlawful or we'd compromise our reasonable security measures).

You must check from the information the TPP has to give you that they're authorised. If you give your security details to an unauthorised third party, we'll assume it's you that's authorising us to give access to information about your accounts and you'll be responsible for any payments made as a result. If we're aware that an unauthorised third party is using your security details, we'll block access to your accounts.

If you think a payment made through a TPP was unauthorised or incorrect, you must call us as soon as you can.

6. Can someone else operate your account for you?

You can allow another person to operate your account. To do this, you'll need to give us a signed third party mandate or power of attorney.

If you're not able to operate your account for any reason (such as mental incapacity), another person may be appointed to act for you. When we've received the right legal document, we'll allow that person to use your account. Until then we won't allow you or any other account holder to take money out of your account, close it or convert it from a joint to sole account.

These conditions apply to any person allowed or appointed to use your account but you'll be responsible for everything they do even if they make you break the agreement.

We'll refuse to accept instructions under a power of attorney if we know that a person's legal authority to act for you has ended.

7. Joint accounts

Where there's more than one account holder, each can operate the account and we won't check with the other(s) before carrying out any instruction from one of you, including any request for an arranged overdraft. If we agree to provide an overdraft, you'll each be responsible for repaying it.

After one of you tells us there's a dispute, all of you must operate the account together but, if there's no money in it, just one of you can ask us to close it.

If we've been given official evidence that one of you has died, we'll transfer the account into the name of the remaining account holder(s).

If we convert an account from sole to joint, the new account holder can see all the account information, including from when it was a sole account.

We'll convert an account from joint names to a sole name if you ask us and all of the account holders agree.

8. Statements and other information we'll give you

Whenever we make a payment into or out of your account, take our charges or charge or pay interest, we'll give you details by updating the information we provide through Internet Banking. This information will also be available if you ask for it using Telephone Banking, cash machines or in our branches.

We may also ask you to choose between receiving monthly statements or having the information made available as set out above. If you choose not to receive monthly statements, we may still send you statements at a different frequency (we'll explain this if we offer you the choice). If you don't tell us what you want, we'll provide statements monthly.

We'll send statements by post or, if you're registered for Internet Banking, by providing them online – unless you've asked us for paper statements. We'll also send statements by post if they aren't available online. We'll only send a statement if there's been a payment out of your account since the last statement we gave you.

You can ask us for a copy of your statement at any time. We'll also send you a summary of any charges on your current account(s) every 12 months.

You must let us know as soon as possible if you think there are any unusual or incorrect transactions on your accounts. If you don't do so within 13 months of the date of the transaction, you won't have a right to a refund.

If we have a UK mobile phone number for you, we may send you a message each day if there isn't enough money in your account to make payments you've asked us to make that day or, if you're using your arranged overdraft, the day after you reach certain levels of your arranged overdraft limit. We'll tell you what the current levels are when you open your account.

9. Information we need from you and when we can disclose information about you

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't, or we suspect fraudulent or criminal activity of any kind:

- we might try to get it from another source;
- we could block or close your account(s); or

- you might not be able to access some banking services or keep banking with us.

You must make sure the information you give us is accurate and up to date and tell us if anything changes within 30 days.

We'll use your information as explained in our Privacy Notice. We'll also give it to others if required by law or public duty (eg if we believe you may have tax obligations in other countries, we may have to disclose that information directly to tax authorities) or if we need to disclose to protect our own interests (eg in any legal proceedings) or we have your specific agreement.

10. What happens if you stop using your account?

If you haven't used your current account for 12 months, we may restrict payments in or out of it to protect against fraud but we'll let you know first.

11. Tax compliance

Your tax responsibilities (eg filing tax returns, paying tax and complying with any other tax laws or regulations) depend on where you live, where you do business and some other factors. It's up to you to make sure you meet these obligations. We can't provide tax or legal advice so if you think having an account with a member of the HSBC Group might affect your tax position, you should speak to an independent advisor. This also applies to connected persons eg anyone you send a payment to, who operates an account for you, is entitled to money in your account(s) etc.

Payments

This section is about payments in and out of accounts. Some accounts have different terms which are set out in the 'Charges and additional product terms' document. We don't accept or make payments in all currencies (please ask us if you want to know which currencies we cover).

All payments and decisions about payments are made on working days and how we manage payments can depend on whether the payment is made within the European Economic Area (EEA) and if it's in an EEA currency.

Working day: A working day is usually Monday to Friday (excluding public holidays). Branch opening hours will be the working day for payments at a branch, but for payments made by Faster Payments, our working day is 24/7.

EEA: The EEA is all member states of the European Union and Iceland, Liechtenstein and Norway.

12. Payments into your account (other than by cheque)

Payments can be paid into your account in different ways and will be available to you at different times.

Payment in	When you can use the money and when it counts for working out interest
Cash paid in at	
Self-service machines that accept payments in	Immediately if the machine says it automatically counts your cash but otherwise the same working day (or the next working day if you pay in after the cut-off time displayed on the machine).
HSBC UK branch counters	Immediately.
Other banks (if they allow this, they may charge)	Immediately after we receive it.
Receiving money electronically	
In pounds sterling	Immediately.
In a foreign currency	Immediately after we've converted it into pounds sterling using the M&S Bank Exchange Rate at the time we receive the payment. The rate used will appear on your confirmation of payment.

Only the account holder can pay in cash at M&S Bank and HSBC UK branches and self-service machines.

13. Payments into your account by cheque

Paying UK bank pounds sterling and euro cheques into your account

We have to collect payments made by cheque from the paying bank. The time it takes before you can use it depends on whether it's a paper or imaged cheque.

Paper cheques paid into our branches or HSBC UK branches:	Working days after the working day that the cheque is paid in
You'll start earning interest	2
You'll be able to use the money	3
The paying bank can't recall the funds and we can't take it out of your account (unless we reasonably suspect fraud or you agree)	7

Imaged cheques paid into our branches or HSBC UK branches or received by us for processing:	Working days after the working day that the cheque is paid in
You'll start earning interest	1
You'll be able to use the money	1 (as soon as the payment is shown in your account – this could be any time that day)
The paying bank can't recall the money and we can't take it out of your account	1

An imaged cheque is a scanned digital image of a paper cheque that can be processed for clearing and payment through the Image Clearing System.

Examples

Cheque paid in on Tuesday:	Paper cheque	Imaged cheque
You'll start earning interest	On Thursday.	On Wednesday.
You'll be able to use the funds	On Friday.	After the money appears in your account on Wednesday (this could be at any time that day).
The paying bank can recall the cheque	Until the end of the second Wednesday after you pay it in. We'll take the money out of your account if this happens.	Until the money appears in your account on the same day.

If a cheque paid into your account is returned unpaid, we'll tell you and take the money from your account (even if this means you would exceed an arranged overdraft limit that's been agreed). We may ask for payment again from the paying bank.

Paying other cheques into your account

If we process a foreign currency cheque for you, you'll be responsible for our charges and costs and the charges of any foreign bank or agent we use to collect the payment. We'll take these from the account you told us to pay the cheque into. We can't always process a foreign currency cheque (including a pounds sterling or euro cheque where the paying bank is outside the UK), eg if exchange controls apply.

To pay a foreign currency cheque into your account we either have to negotiate or collect it. In each case, we'll convert the cheque amount into pounds sterling using our standard exchange rate.

Negotiate	Collect
We'll pay the cheque amount into your account on the working day after we receive the cheque.	We'll send the cheque to the paying bank and pay the money into your account when we receive it. The time this takes depends on the paying bank or its country. You can ask us for details. We may use an agent to collect payment.

If the foreign bank returns the cheque or asks for the money to be returned, we'll take enough money from your account to cover the payment in the foreign currency. This is unlikely to be the same as the amount we paid into your account if exchange rates have changed. We'll do this even if you have already spent the money.

14. Payments into your account by mistake or fraud

We'll take back any money we pay into your account by mistake or due to an M&S Bank systems error.

If we're told that a payment from within the EEA wasn't meant for you (eg if the payer used the wrong account number), we'll contact you. If you tell us the payment wasn't a mistake, we're legally required to share all relevant information with the paying bank (if it asks us), including your name, address and transaction information, so that the payer can contact you directly.

In all other cases, the steps we'll take will depend on how the payment was made and where it came from.

Receiving money electronically from within the UK (other than by CHAPS)

How long has the payment been in your account?	What will we do?
Two months or less	We'll limit access to the money for 15 working days and tell you we've done this, so that you have time to show us that it was meant for you before we return it to the paying bank.
More than two months	We'll contact you before limiting access to the money or returning it to the paying bank.

For all other payments

We won't take the money out of your account and return it to the paying bank unless you agree.

If we suspect any payment into your account was the result of fraud, we can remove it without asking you.

If you don't have enough money in your account when we return a payment for any of these reasons, you should pay money in immediately to cover this.

15. When we can refuse to accept payments into your account

We can refuse to accept a payment into your account if we're acting reasonably, eg if we reasonably believe that:

- accepting it might cause us to breach a legal requirement or might expose us to action from any government, regulator or law enforcement agency; or
- there is fraudulent or criminal activity on the account.

16. How we decide whether to make a payment from your account

We'll make a payment from your account if you instruct us to, unless:

- you don't have enough money in your account (including the buffer and any arranged overdraft);
- you haven't given us the account or reference details or we know they're incorrect;

- you've asked us to send the payment in a particular way (eg by Faster Payments) and the recipient's bank doesn't accept them;
- you've not provided any extra identification or information about the payment that we've reasonably asked for;
- the payment exceeds a limit that we tell you when you make the payment;

or we reasonably believe:

- there has been a breach of security or misuse of your account, security details or a payment device;
- there has been fraudulent or criminal activity of any kind whether or not linked to your account or your relationship with us and it's reasonable for us not to make a payment as a result;
- it would cause us to breach a law, regulation, code, court order or other duty, requirement or obligation or expose us to action or censure from any government, regulator or law enforcement agency; or
- someone else may have a claim over the money.

In this section, 'we' and 'us' includes first direct, M&S Bank and any HSBC Group company worldwide.

If you ask us to make payments on a particular day, we'll check you have enough money in your account to make them at the start of that day. Unless it's a weekend or public holiday we'll check again at:

- **1.30pm** for cheque payments; and
- **3.30pm** for all other payments.

If we're able to make some, but not all, of the payments, we'll pay cheques first and then Direct Debits and standing orders and, if there's more than one, we'll start with the smallest payment. Any payments that we can't make will be returned unpaid.

Because we won't process it, you'll know we've refused to make a payment if:

- you're making it online or using Mobile or Telephone Banking; or
- you're using a payment device (such as a debit card).

For other types of payment, eg standing orders, we'll try to tell you as soon as possible. You can always call us to find out why we've refused a payment and what you need to do to correct any errors that made us refuse it and we'll tell you unless we're prevented by law or any regulation or for fraud prevention or security reasons. You can also get transaction information through Internet, Mobile and Telephone Banking.

17. Blocking payments and services

We can block any payment device (and your access to related services such as Telephone, Mobile and Internet Banking) if we reasonably believe it's necessary because of:

- a significantly increased risk that you may be unable to pay any money you owe us on the relevant account;
- suspected fraudulent or criminal use of the payment device; or
- security concerns (eg if we know or suspect your payment device and/or security details have been misused).

If we do this, we'll usually let you know why immediately afterwards, unless we're prevented by law or any regulation or for security reasons. We'll unblock the payment device as soon as the reason for blocking it ends.

18. Payments from your account

Cash withdrawals

You can make cash withdrawals using a cash machine or at any of our branches up to a daily limit we tell you when we send your debit card or at the time of the branch withdrawal.

You can also collect cash from a nominated HSBC branch if you contact us in advance to arrange this and collect it the same day. We'll take the money from your account when you arrange the withdrawal. If you ask us to cancel the withdrawal and don't collect it, we'll pay the money back into your account later the same day.

Payments (other than by debit card or cheque)

To send money from your account in the ways set out below, you'll need to give us details of the account you want to send money to and any other details we ask for. This is usually the sort code and account number (or equivalent for payments outside the UK), the name of the person you're sending money to or, where available, a number that is linked to these, such as a mobile phone number. It's up to you to check the details are correct before asking us to make a payment as we'll make it using only these details.

The table below shows the cut-off time for giving us payment instructions and how long payments take to reach the payee's bank after we've received your instruction to send the money and taken it from your account.

Cut-off time
This is the latest time on any day that we can process instructions or add payments to an account. You can ask us for the relevant cut-off time when you give us a payment instruction.
If we don't receive a payment request before the cut-off time on a working day, we'll treat your request as received on the next working day. The timings set out in the box below will begin then.

Payment type	Cut-off	When the payment will reach the payee's bank
Sending money within the UK in pounds sterling		
Between accounts held with us	11.45pm	Immediately.
To accounts at other banks	11.45pm (Faster Payment)	Immediately.
	3.30pm (CHAPS)	Same working day.
Sending money in foreign currencies or outside the UK in pounds sterling		
To accounts in the EEA in euro and pounds sterling	2.30pm	Next working day.
All other payments	2pm for EEA currencies other than euro and sterling For other payments, please check with us	Usually up to four working days (but may take longer depending on the country the money is being sent to).

If you instruct us to send money by CHAPS on a future date, we'll send it on that date unless it's a non-working day, in which case we'll send it on the next working day.
If you want to make a regular payment (such as a standing order), you must set it up with us at least two working days in advance or four working days if you ask us by post.
Although most payments will reach their destinations within the timelines set out in the table above, on some occasions it may take longer to allow us to complete our checks.

If money you've sent to an account in the EEA doesn't arrive when it should (normally the working day after we send it from your account), you can ask us to contact the receiving bank and to ask them to treat the payment as if it had been made on time.

If you want to send money in a currency other than pounds sterling, you can ask us to convert the amount into that currency and we'll tell you the M&S Bank Exchange Rate that we'll use. We'll then make the payment immediately.

If the payment is returned to us or we can't make it for any reason, we'll reverse it using the M&S Bank Exchange Rate at that time. If the exchange rate is different, the amount we pay back when we reverse the payment will be different to the amount we originally took from your account.

Cheque payments in pounds sterling

To make a cheque payment you need to write on it the name of the payee, the amount (in numbers and words) and the date that you're signing it (we'll usually pay cheques even if you've used a date in the future). If you want to cancel a cheque, you must tell us the same details and your account and cheque number. For imaged cheques, you'll need to do this before we begin the imaging process. We can't cancel it after we've imaged it.

If we receive a cheque for payment more than six months after you wrote it, we may pay it but we don't have to.

Debit card payments

If you use your debit card for a cash withdrawal or payment, we'll take the money from your account after we receive confirmed details from the relevant payment scheme, such as Visa. This may be on a working or a non-working day.

If you use your debit card for a transaction or cash withdrawal in a foreign currency, it will be converted into pounds sterling on the day Visa processes it using the Visa scheme exchange rate which is available at visaurope.com. You can find our charges for these transactions in the 'Charges and Additional product terms' document.

We may replace your debit card with a different type of card available under this agreement after reviewing your personal circumstances.

19. Cancelling or changing payments (other than cheques)

You can't change or cancel a payment that you've asked us to make immediately. This includes debit card payments.

Other payments can be cancelled if you contact us by the deadline, no later than the working day before the payment is due to be made.

Payment type	Deadline
Internal transfers, standing orders, Direct Debits, regular card payments and other payments within or outside the UK	11.45pm by Internet Banking. End of the working day by Telephone Banking or in a branch.
CHAPS	3.30pm in branch or by telephone.

If you cancel a Direct Debit or regular card payment, you should also tell the organisation or retailer that collects the payment so they can cancel or change it (and any future payments) as well. If payments you've cancelled are still collected (eg by the retailer), we'll treat the payment as unauthorised and give you an immediate refund.

If you haven't used a Direct Debit or standing order that you've set up for 13 months, we'll cancel it.

20. What happens if there are incorrect or unauthorised payments on an account?

What is an incorrect payment?	What is an unauthorised payment?	What is 'gross negligence'?
A payment that has not been sent to the person or account you specified when you instructed us to make the payment.	A payment made from your account which wasn't authorised by you or someone you've authorised to make payments on your account.	Gross negligence is when you do something with a very significant degree of carelessness.

If you give someone your payment device or security details and they use them to make a payment, we may treat the payment as if you'd authorised it depending on what happened. This is why you mustn't tell anyone your security details or allow anyone access to your payment device.

General position on refunds

Question	Answer
What if you notice an incorrect or unauthorised payment?	You must call us as soon as you can.
What will we do when you tell us about: <ul style="list-style-type: none"> • an incorrect payment made to another bank; or • an unauthorised payment? 	We'll refund the payment before the end of the working day after you tell us (or sooner if we can).
Will we always make a refund?	No. We won't make a refund: <ul style="list-style-type: none"> • for an incorrect payment, if we can prove that the payee's bank received the payment; • for an unauthorised payment, if we know you've been grossly negligent or we reasonably suspect fraud on your part; • for an incorrect or unauthorised payment if you don't tell us within 13 months after it was made. (This doesn't apply to unauthorised payments made using an overdraft.)
Can we take back a refund we've made?	Yes. We can take back refunds (after giving you reasonable notice) in these cases: For incorrect payments – we can show that the payment was received by the other person's bank. For unauthorised payments – we can prove that: <ul style="list-style-type: none"> • you acted fraudulently; or • it was made because you intentionally or with gross negligence failed to keep your payment device safe (eg you knowingly gave your debit card and PIN number to someone else).

Unauthorised payments

Question	Answer
What happens if we can prove you acted fraudulently?	You're responsible for all payments from your account.
What happens if we can prove you've been grossly negligent?	You're responsible for all payments from your account until you've told us that your payment device or security details have been lost, stolen or that you suspect misuse.
What happens if you made the payment remotely, eg by telephone or online?	We're responsible (unless you've acted fraudulently) for any purchase of goods or services (other than financial services).
Are there any other cases where we're responsible for unauthorised payments or fraud on your account?	We're responsible (unless you've acted fraudulently): <ul style="list-style-type: none">• if someone else uses your debit card before you receive it;• after you've told us that your debit card or security details have been lost or stolen;• if we haven't provided a number for you to tell us that your debit card or security details have been lost or stolen; or• if we haven't applied procedures that we're legally required to use to check that a payment has been authorised by you.

Incorrect payments

Question	Answer
What happens if you: <ul style="list-style-type: none">• tell us about an incorrect payment more than 13 months after it was made; or• gave us the wrong payment details?	We won't give a refund but, if you ask us, we'll contact the bank that's received your payment, usually within two working days, to try to recover the money (this may take longer for payments sent outside the UK). We may charge our reasonable costs for doing this but we'll tell you the maximum amount you'll pay first. If the payment was to another bank in the EEA and we're unable to recover your money, you can ask us in writing to give you all the information we've been given by the bank that received the payment so you can try to recover the money yourself.

21. Refunds

For some debit card payments

When you make a debit card payment, you can ask us to refund it if:

- you didn't agree the actual payment amount;
- the amount charged to your account was higher than you reasonably expected, taking into account previous spending patterns and the particular facts of the case; and
- you make the refund request within eight weeks of the date when the payment was charged to your account.

We'll investigate your claim and may ask for information we reasonably need.

Within 10 working days of your request (or receiving information we've asked for), we'll refund the payment or tell you why we're not making a refund.

You aren't entitled to a refund if you gave consent for the payment directly to us and, at least four weeks before the payment was made, you were given information about the transaction by (or it was available from) us or the retailer.

For Direct Debit payments

The terms of the relevant Direct Debit scheme will apply to refunds for any Direct Debit errors.

How much will we refund and can we reverse a refund?

If we give a refund for any reason, we'll refund the payment and any interest we charged (or pay any interest that we would have paid) so you're in the position you would have been in if the payment hadn't been made.

If we give a refund but later find you weren't entitled to it, we'll reverse the refund so you're in the position you would have been in without the refund.

About overdrafts, charges and how we pay and charge interest

22. Overdrafts

Overdrafts are only for short-term borrowing and aren't available on savings accounts. If we agree an arranged overdraft, you must make regular (at least monthly) payments into your account to reduce what you owe. If you use your buffer, you must return your account to credit or within any arranged overdraft limit as soon as possible.

All overdrafts are repayable 'on demand'. This means that we can ask for immediate repayment, although we'll usually give you advance notice.

Types of overdraft
Arranged
Where you ask if you can borrow from us before making any payments that take your account overdrawn, or over an existing arranged overdraft limit. We'll confirm your arranged overdraft limit in writing. There's no fixed period but we'll review it each year.
Buffer
You'll have an interest-free "buffer" of £50 on your account for emergency borrowing (eg where you've made a payment or we've taken an amount out of your account and you don't have enough money in the account).

You shouldn't make payments which would take your account over the buffer or arranged overdraft limit. If you do, we'll normally refuse to make the payment but, if we do make it, you must immediately repay any amount over the buffer or arranged overdraft limit. You won't have to pay any charges or interest.

We'll tell you immediately (and without charge) if we reject your credit application on the basis of information we receive from a credit reference agency. We'll give you details of the agency we consulted unless the law or any regulation prevents us from doing so or it would be contrary to public policy or security.

23. Interest rates and charges

In the 'Charges and additional product terms' document, you'll find our standard charges, eg for certain types of account, making payments and providing services.

We'll tell you your interest rate when we open the account and you can contact us to find out your current rate.

We'll pay interest at a fixed or variable rate (which may go up or down).

We work out interest each day on the amount you owe us or, where we pay interest, on the amount we're holding for you in that account.

We'll take interest from, or pay it into, your account on the day in the month you originally opened your account (unless we've made a different arrangement with you) or, if that day isn't a working day, the next working day.

We may charge for services which aren't set out in the 'Charges and additional product terms' document, but we'll always tell you how much it is and check you're happy to pay it before we provide the service. We may also charge an administration fee, up to the maximum permitted by law, if we have to do anything to comply with a court order on your account(s) (eg a child maintenance order).

We'll give you at least 14 days' notice before taking any overdraft interest from your account.

Please note that taxes or costs may apply to you that aren't charged by us and/or won't be paid through us. If you're sending money outside the UK but within the EEA, you'll only pay our charges. You can't pay charges for the other person.

24. Set-off

If you have money in one of your accounts we may set it off against any amount you owe us which is due for payment. We'll do this if we think it's reasonable, taking into account your circumstances (including that you'll still have enough money to meet essential living expenses) and any regulatory requirements.

'We' and 'us', for these purposes, includes M&S Bank and any HSBC Group company worldwide.

Amounts owed to us and due for payment include, eg amounts owed under a loan, credit card, mortgage or overdraft.

Our set-off right applies to accounts in your name only and to accounts you hold jointly with another person (X) as shown below:

Money in account for:	Set-off against money owed by:
You only	You
You only	You and X
You and X	You and X
You and X	X
You and X	You

We can use money in your account even if there's a court decision against you or you're fined (including interest arising after the date of the final decision or fine), unless we're prevented by the court or by law. If you have money in a foreign currency, we may convert it to pounds sterling using the M&S Bank Exchange Rate when we use our set-off right.

Occasionally we receive legal instructions or notices to hold a customer's money for, or to pay it to, someone else. If this happens, we won't set-off against the money we've been told to hold for someone else.

We'll write to you before making any set-off between your accounts.

Our relationship with you

25. Changes we can make after giving advance notice

Our agreement has no fixed end date so it's likely we'll need to keep our terms up to date so they cover changes we're making to our business and changes we don't control. We'll only make changes for these reasons if it's reasonable for us to pass on the impact of that change.

As we can't foretell precisely why we might need to make changes to this agreement, we may also make changes for reasons that aren't covered here.

All changes

(including changes to benefits that apply to some accounts but excluding changes to exchange rates).

Changes we don't control	Terms we can change		
	Interest rates	Charges	Other terms
We'll respond proportionately to:			
<ul style="list-style-type: none"> changes in general law or regulations decisions or recommendations we have to follow eg made by a court, regulator or Financial Ombudsman Service new industry guidance and codes of practice 	✓	✓	✓
<ul style="list-style-type: none"> changes in the Bank of England base rate, other market rates and indices or tax rates 	✓	✗	✗
<ul style="list-style-type: none"> cover increased or decreased costs of providing the account 	✓	✓	✗
Changes to our business			
We'll make reasonable changes to:			
<ul style="list-style-type: none"> the way we manage the account because of technology systems, services or facilities we use or introducing new ones 	✓	✓	✓
<ul style="list-style-type: none"> the benefits we provide due to changes to our arrangements with third parties who provide benefits, including Marks and Spencer plc 	✗	✗	✓
Changes for other reasons			
Making changes for a specific reason that isn't explained in this table where it's reasonable or valid for us to do this	✓	✓	✗
Other changes			
Making changes without giving you a reason. If we do this, we'll always explain the effect, and allow you to close your account(s) or related service(s) free of charge before they happen	✓	✓	✓

The terms of any service or benefit provided by a third party can be changed by them. The notice period they give you will be set out in the terms and conditions for the benefit product.

Telling you about these changes

You're protected from any change we make to your disadvantage because we'll give you advance notice so you can end the agreement or switch your account to another account we offer or to another bank.

Change	Notice before change		Notice after change
	At least two months	At least 30 days	Within 30 days or three working days*
Increasing interest rates we pay you or reducing the overdraft charges or interest rates you pay us Changing any account benefits or the terms that apply to account benefits, cheques or overdrafts to your advantage	X	X	✓
Increasing interest rates you pay us or increasing overdraft charges Changing any account benefits or the terms that apply to account benefits, cheques or overdrafts to your disadvantage	X	✓	X
Reducing interest rates we pay you or changing any other charges All other changes	✓	X	X

* Personal notice will be given within 30 days or notice within three working days will be given online, in a newspaper or in branch.

Your rights when we tell you about a change

If we give advance notice that we're going to make a change to this agreement and you don't tell us that you want to close your account before that change takes place, or within the next 60 days (if longer), then we'll assume you've accepted the change and it will apply automatically at the end of the notice period.

If you tell us that you don't want to accept the change, you can close your account without charge.

26. Changes we can make without telling you in advance

Exchange rates	When we apply changes
The M&S Bank Exchange Rate is based on the foreign currency market for each currency we offer. You can get details of this rate by contacting us.	We can change this rate immediately and without giving advance notice.

27. How you can close your account or end this agreement

You can close your account or end a service or this agreement without charge by telling us in branch, by telephone or by post:

- within the cooling-off period (which is 14 days from the day after we've confirmed we've opened your account) if you opened your account by telephone or online; or
- at any time (or by giving us one month's notice if you have an M&S Premium Current Account).

You'll have to pay charges for using the account (such as payment charges). We'll close the account and send you the amount in it (and any interest) when everything you owe us has been paid. Any account benefits will end and we'll close any additional account linked to your main account.

28. How we can end this agreement and close accounts

We can end the agreement and close your accounts immediately and without notice if you:

- have seriously or persistently broken this agreement;
- acted abusively, offensively or violently towards staff;
- weren't (or are no longer) entitled to open or have your account or the service;
- haven't provided us with adequate information that we've requested about your liability for tax
- provided us with any false information; or
- it's reasonable for us to believe that:
 - you have or are using or obtaining (or allowing someone else to) an account, service or money illegally or fraudulently;
 - you're using the account for a purpose not covered by this agreement;
 - you're involved in any criminal activity, whether or not linked to your account or your relationship with us;
 - you have placed us in a position where we might break a law, regulation, code, court order or other duty, requirement or obligation or we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency; or
 - there's been a breach of security or misuse of your account, security details or a payment device.

We can also end the agreement and close your accounts by giving you at least two months' notice (unless your account is an M&S Monthly Saver).

If you or we close an account or end the agreement, we'll take any:

- debit card payments that haven't yet been charged to the account and
- charges and interest which haven't yet been applied to your account

before we pay what is left to you or to your account with another provider if you're using the Current Account Switch Service.

You're responsible for cancelling payments into and out of your account.

29. How we can transfer accounts

If:

- you no longer meet the conditions for an account; or
- we're withdrawing a type of account

we'll give you at least two months' notice that we're going to transfer it to another account we think is appropriate for you. You can close your existing account during the notice period if you don't want us to make the transfer. If there's a charge for the new account, you can close it within 60 days with no charge.

If you have an M&S Premium Current Account with insurance and you end or are no longer eligible for the worldwide multi trip family travel insurance benefit, we'll convert your account to an M&S Premium Current Account instead. We'll write to you to confirm when we've done this. If you have a joint account, we'll keep your M&S Premium Current Account with insurance open as long as one of you is eligible for the travel insurance.

30. Transferring this agreement

We can transfer all of our rights and obligations under this agreement, and in relation to your account, to someone else but we'll only transfer obligations to someone we reasonably consider capable of performing them 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 to recover a debt for us. This won't reduce any of your rights in relation to your account.

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

31. When we aren't responsible for things that go wrong

We won't be responsible for any losses you may suffer if we can't perform our obligations under this agreement due to:

- any legal or regulatory requirements; or
- abnormal or unforeseeable circumstances which are outside our (or our agents' and/or subcontractors') control and which we couldn't have avoided despite all efforts to the contrary, such as industrial action or mechanical failure.

32. What country's courts and laws apply to this agreement and our dealings before you opened your account?

Where your account is held	Laws	Courts
UK (except Scotland)	England and Wales	The country where your account is held or in the country where you live.
Scotland	Scotland	

Information to help manage your account

Privacy

Your privacy is important to M&S Bank.

You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This doesn't affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. We've provided our Privacy Notice to you separately and will inform you when we make any changes to it. You can also find this at marksandspencer.com/bank or you can ask for a copy in branch.

How to make a complaint

If you have a complaint, please contact us using the details at the front of this booklet. We'll send you a written acknowledgement within five working days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.

If you still remain dissatisfied, you may be entitled to refer your complaint to the ombudsman service in your country using the contact details set out below.

Account held	Ombudsman	Contact details
UK	Financial Ombudsman Service	Exchange Tower, London E14 9SR 0800 023 4567 or 0300 123 9123 financial-ombudsman.org.uk

If you opened your account in the UK online, you may also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at <http://ec.europa.eu/consumers/odr/>.

How your money is protected

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, each depositor would have a claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS limit. The FSCS deposit limit relates to the **combined** amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please contact us, visit the FSCS website fscs.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

Help we can offer if you want to switch to another bank in the UK or within the European Union

If you give us the details we need, we'll transfer the money in your account (less any amounts you owe us) to your new account and give you the information we have about standing orders, other recurring payments and any Direct Debits so you can transfer them to your new account. We won't charge you for this.

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

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

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