M&S Bank

Terms and Conditions for Open Banking Top-Ups

Effective from 1 June 2026

1. What do these terms cover?

These terms cover your use of our open banking services to top up your M&S Currency Account. This is an agreement between you and HSBC UK Bank plc (trading as M&S Bank) (“**M&S Bank**”). By ‘**we**’ or ‘**us**’, we mean M&S Bank.

Each time you use these services, you agree to these terms. You can access a copy of these terms from the M&S Bank app.

These terms are separate from, and do not change, the terms and conditions that apply to your M&S Currency Account.

2. How can you contact us?

You can contact us in any of the ways shown below. We’ll always communicate with you in English.

- Chat with us through the M&S Bank app
- Call us on 0345 900 0900

3. What are Open Banking Top-Ups?

Our open banking services let you add money to your M&S Currency Account from another UK account you hold **(“Top-Up Account”)**. We do this by telling your Top-Up Account provider on your behalf to make a payment using open banking.

Your instruction can be for a one-off payment, or automatic top-ups if these are available to set up.

4. How do you top up?

You’ll first be asked to select your Top-Up Account provider from a list. You can only use our open banking services if your Top-Up Account provider is on that list. The Top-Up Account must be a UK sterling account.

You’ll also be asked to confirm how much you want to top up. After this, we’ll securely transfer you to your Top-Up Account provider’s online banking portal or mobile banking app. Here, you’ll need to confirm the account you want to make the payment from and you may need to authenticate your payment.

5. What are pre-approved limits?

You can top up more quickly by setting pre-approved limits. Any one-off payment within these limits won’t need to be confirmed by you with your Top-Up Account provider. This means you won’t have to leave the M&S Bank app to top up your M&S Currency Account.

If pre-approved limits can be set up for your Top-Up Account, you can do this through the M&S Bank app. You can remove and create new pre-approved limits at any time through the app.

You can set pre-approved limits for only one Top-Up Account at a time. If you'd like to set pre-approved limits for a different account, you'll have to remove your pre-approval for the existing Top-Up Account first. Any pre-approved limits will also apply to automatic top-ups.

6. How do we handle the payment instruction?

When you give your payment instruction, you agree to us:

- sending details of your M&S Currency Account and your payment instruction to your Top-Up Account provider, and
- getting information from your Top-Up Account provider so we can tell you whether your instruction has been accepted.

We'll make available the details of your payment instruction through the M&S Bank app if it's accepted by your Top-Up Account provider. If we can't send it, or it's taking longer than usual to process, we'll tell you.

Your Top-Up Account provider is responsible for making the payment to your M&S Currency Account in line with your payment instruction. The terms and conditions for your Top-Up Account will apply to the payment. That includes any cut-off times and how long payments from your Top-Up Account take.

Your Top-Up Account provider may choose not to make the payment. You should contact them if there's any issue with your payment.

7. How do automatic top-ups work?

If automatic top-ups can be set up for your Top-Up Account, you can tell us to send a payment instruction to your Top-Up Account provider whenever the balance of your M&S Currency Account drops below a minimum amount.

The minimum amount is set by you and based on the GBP value of all your currency balances. You also set the automatic top-up amount that will be transferred from your Top-Up Account to your M&S Currency Account each time your balance falls below the minimum amount.

By turning on automatic top-ups, you agree to us telling your Top-Up Account provider on your behalf to make payments in line with your automatic top-up instructions. You also agree to us storing your Top-Up Account details for these purposes.

When an automatic top-up payment instruction is accepted by your Top-Up Account provider, we'll make available the details of the instruction through the M&S Bank app.

The pre-approved limits you set for your Top-Up Account will apply. This means we won't send an automatic top-up payment instruction if it would go above any of these limits.

You can change your top-up instructions or turn off automatic top-ups at any time through the M&S Bank app.

8. How can you cancel a payment instruction?

Once you've confirmed a one-off payment, or we've sent an automatic top-up payment instruction, we can't cancel it.

9. Do we charge you for Open Banking Top-Ups?

We won't charge you for these open banking services, but your Top-Up Account provider may charge fees. Check your Top-Up Account terms for details.

10. How do we use your information?

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information. You agree to us accessing, processing and keeping information you give to us to provide our services to you.

11. When might we refuse a payment instruction, or restrict or suspend our services?

There may be times where we won't send your payment instruction or we restrict or suspend our services. For example, if we reasonably believe:

- there's been, or there's a risk of, a breach of security or misuse of your M&S Currency Account, your security details, your payment device or these services,
- there's been unauthorised, fraudulent or criminal activity of any kind, even if it's not linked to your Top-Up Account, M&S Currency Account, or your relationship with us, and it's reasonable for us not to send the payment instruction,
- sending the payment instruction would cause us to break the law. Or to do so would go against a regulation or code we follow, a court order or other duty, requirement or obligation, or
- it would expose us to action or criticism from any government, regulator, law enforcement agency or a third party.

If this happens, we'll let you know why unless we're prevented by law or regulation or for security reasons.

In this section, '**we**' and '**us**' includes HSBC UK Bank plc and any HSBC Group Company worldwide.

12. How will we contact you?

We'll contact you electronically. This could be through the M&S Bank app, email, SMS, online notifications, or any other appropriate messaging service.

13. Who should you contact if you need help?

M&S Bank

You should contact us if you have a question about our open banking top-up services. This includes questions about a payment we've instructed for you, or if there's a technical problem. You can contact us using the details in the 'How can you contact us?' section.

Your Top-Up Account provider

You'll need to contact your Top-Up Account provider if:

- you suspect someone has made an incorrect or unauthorised payment from your Top-Up Account using our services,
- you want to dispute or query a payment for any reason,
- you're not able to authenticate a payment or log into your Top-Up Account provider's online banking portal or mobile banking app, or
- your Top-Up Account provider rejects the payment instruction for any reason, for example because there's not enough money in your Top-Up Account.

Your Top-Up Account provider will contact us directly if they need information from us or if we're at fault for an unauthorised or incorrect payment.

14. When are our open banking top-up services available?

We aim for these services to be available 24/7 unless:

- we're making changes to our systems, or
- we can't provide the services for technical, security, legal or regulatory reasons or due to unusual circumstances outside our reasonable control (for example, if a service provider stops providing services to us for any reason or your Top-Up Account provider's systems are down).

We won't be responsible for any losses you may have if our open banking top-up services aren't available.

These services may not be available or may be different depending on your computer, mobile device or operating system, or the features of your Top-Up Account.

15. What’s our responsibility?

We’ll take reasonable care to make sure our services work as we describe them. But we can’t promise they’ll work exactly as you expect. You’re responsible for using them properly. Our responsibility is to provide the services in line with these terms and the law.

It’s your responsibility to ensure that your device has an up-to-date operating system. It needs to be capable of accessing your Top-Up Account provider’s online banking portal or mobile banking app. We can’t guarantee that we’ll continue to support the operating system on your device.

16. When aren’t we responsible for things that go wrong?

We’ll do all we can to carry out our side of the agreement, but we’re only responsible for how our services operate. We’re not responsible for any losses you may have if we aren’t able to perform our obligations under these terms because of:

- legal or regulatory reasons, or
- something unexpected that was outside our control (or the control of anyone acting for us), and we couldn’t have avoided it even if we used all our efforts to do so. For example, a strike or a system breakdown.

17. When can we make changes to these terms?

We can change these terms at any time by giving you at least 30 days’ notice. If the change benefits you, we may give you less notice or tell you at the time we make the change.

Changes could be a result of:

- changes in law or regulations,
- decisions or recommendations we must follow, like those made by a court, regulator, or Financial Ombudsman Service,
- new industry guidance and codes of practice,
- changes in the costs of providing these services,
- changes to the way we provide these services, or
- changes to our systems, services or facilities.

As this agreement doesn’t have an agreed end date, we can’t know exactly why we might need to make changes to these terms. This means we may also make changes for reasons that aren’t covered here. We’ll always explain the effect of these.

If you don’t want to accept any changes to these terms, you can stop using our services before the changes are made. If you continue to use our services after a change is made, we’ll assume you’ve accepted the change.

18. How can you stop using our open banking top-up services?

You can stop using our services at any time without charge by:

- using a different payment method to top up your M&S Currency Account, and
- removing any pre-approved limits and automatic top-up instructions through the M&S Bank app or by contacting us.

These terms will then no longer apply to you.

19. When can we stop providing our open banking top-up services?

We can stop providing these services for any reason by giving you at least 30 days' notice.

These services and this agreement will end immediately without notice if you no longer have an M&S Currency Account.

20. How can you make a complaint?

If you have a complaint, we'll do everything we can to sort out the problem. Contact us using the details in the 'How can you contact us?' section. We'll look into it, try to put it right and take steps to stop it from happening again.

If you still aren't happy, you may be able to refer your complaint to the Financial Ombudsman Service. Here are the details to use for the UK:

Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

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

21. Which country's courts and laws apply?

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

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

22. Can we transfer this agreement?

We can transfer all our rights and responsibilities under this agreement to someone else. We'll only transfer our responsibilities to someone we think could carry them out as well as we can and holds the necessary permissions to do so.

You can't transfer any of your rights and responsibilities in relation to this agreement to any other person.

23. Who are we, and how are we authorised?

M&S Bank is a division of HSBC UK Bank plc. HSBC UK Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 765112.

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

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

24. Accessibility

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

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