

M&S BANK PAY BY BANK

End User Terms

Effective from June 2026

M&S
— BANK —

1. What do these terms cover?

These terms cover your use of the Pay by bank service from M&S Bank (a division of HSBC UK Bank plc) and form an agreement between you and us. By “us” or “we” we mean M&S Bank.

Each time you use the Pay by bank service, you accept these terms. We may update these terms at any time without giving notice to you.

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 within the M&S Banking App or Internet Banking
- Call us on 0345 900 0900
- Write to us at M&S Bank, PO Box 325, Wymondham, NR18 8GW

3. What is the Pay by bank service?

Pay by bank is an online service we provide that allows you to make a payment to your M&S Credit Card account from a bank account (your “**account**”) held with a third party bank (“**bank account provider**”).

We’ll initiate payments on your behalf. By choosing to pay with Pay by bank, you’re authorising us to access your account and instruct your bank account provider to make a payment to your M&S Credit Card account on your behalf.

We won’t charge you for using Pay by bank and we’ll never ask you to share your online banking security details such as passwords or security codes when you’re using Pay by bank.

These terms don’t change the terms and conditions that apply to your account with your bank account provider. That includes any applicable cut-off times and execution periods for payments from your account. Your bank account provider may charge you a fee to make a payment using the Pay by bank service.

4. How does the Pay by bank service work?

If you choose to make a payment using Pay by bank, you'll be asked to select your bank account provider from a list. You can only use Pay by bank if your bank account provider is on that list and your account is a UK sterling account.

We'll then show you a 'Payment Request' screen with the following information about your transaction that you must review and confirm is correct:

- The payment amount;
- Your M&S Credit Card account details;
- The name of your bank account provider; and
- A unique reference so you can track your payment on your account statement.

This will be your consent to us initiating a payment on your behalf. You'll then be redirected to your bank account provider's online banking portal or mobile banking app where you'll be asked to log in for authentication before your payment order can be initiated by us.

5. How do you authenticate and choose your account?

Once you are redirected to your bank account provider's online banking portal or mobile banking app, you'll need to authenticate yourself as required by your bank account provider.

If you have more than one account, your bank account provider may ask you to confirm which account you want to make the payment from.

6. How do we initiate and confirm the payment order?

We'll then initiate the payment by submitting the payment order to your bank account provider for execution, or tell you if we're unable to process and initiate your payment order for any reason.

We'll confirm the details of your payment order on screen once it has been successfully initiated, or let you know if the initiation of your payment has been unsuccessful or is taking longer than usual to process, before you are redirected back to the M&S Bank website or app.

Your bank account provider is responsible for making the payment to your M&S Credit Card account. The payment will be subject to your bank account provider's terms and conditions. Your bank account provider may choose not to make the payment in line with the terms and conditions of your account. You should contact your bank account provider if there is any issue with your payment.

7. When might we refuse a payment order?

There may be times where we won't process and submit your payment order to your bank account provider for execution. For example, if we reasonably believe:

- there's been a breach of security or misuse of your payment device;
- there's been fraudulent or criminal activity of any kind, even if it's not linked to your account with your bank account provider, and it's reasonable for us not to send the payment order;
- sending the payment order would mean breaking 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
- we face action or censure from any government, regulator or law enforcement agency.

8. Who should you contact if you need help?

M&S Bank

You should contact us if you have a question about the Pay by bank service, if you need information on the payment, or if there's a technical problem with the Pay by bank service; for example, if you're not redirected to your bank account provider's online banking portal or mobile banking app. You can contact us using the details in the '**How can you contact us?**' section.

Your bank account provider

You'll need to contact your bank account provider if:

- you suspect that someone has made an incorrect or unauthorised payment from your account using Pay by bank;
- the M&S Credit Card account details you've confirmed are incorrect or you want to dispute or query the payment for any other reason;
- you're not able to complete your authentication or you're not able to log in to your online banking or mobile banking app; or
- you've logged in to your online banking or mobile banking app and your bank account provider rejects the payment for any other reason, for example because there are insufficient funds on your account.

9. When is the Pay by bank service available?

Pay by bank will be available 24/7, unless we're making changes to our systems or if we can't provide the service for technical, security, legal or regulatory reasons or due to unusual events or circumstances outside our reasonable control (for example, if a service provider stops providing services to us for any reason or your bank account provider's online banking system is down). We won't be responsible for any losses you may have if the Pay by bank service isn't available.

The Pay by bank service or some features of it may not be available or may vary depending on your computer, mobile device or operating system, or the terms of your relationship with your bank account provider.

10. What's our liability to you?

We provide Pay by bank "as is" and it's your responsibility to use it in an appropriate way. We'll take reasonable care to make sure that it works as described but won't be responsible if it doesn't work as you expect. Our responsibility is to provide the Pay by bank service in accordance with these terms and applicable laws.

It's your responsibility to ensure that your device has an up-to-date operating system and is capable of accessing your bank account provider's online banking website or mobile banking app. We can't guarantee that we'll continue to support the operating system on your device.

11. 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 the Pay by bank service operates. We're not responsible for any losses you may have if we aren't able to perform our obligations under the agreement because of:

- legal or regulatory reasons; or
- something that's happened that we couldn't predict or that isn't normal. And where it's outside our (or our agents' and/or subcontractors') reasonable control and we couldn't have avoided it even where we used all of our efforts to. For example, industrial action or mechanical failure.

12. How can you make a complaint about the Pay by bank service?

If you have a complaint about the Pay by bank service, we'll do everything we can to sort out the problem. Please 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 happening again.

If you still aren't happy, you may be entitled 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

13. What law governs these terms?

The laws of England and Wales apply to these terms.

If your address is in England or Wales, the courts of England and Wales will deal with any disputes that might happen. But if your address is in Scotland or Northern Ireland, then the courts of those countries will deal with a dispute instead.

14. How are we authorised?

M&S Bank is a division of HSBC UK Bank plc. We are 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 www.fca.org.uk or contacting them on 0800 111 6768. M&S is a registered trademark of Marks and Spencer plc and used under licence.

HSBC UK Bank plc is a company incorporated under the laws of England and Wales with company registration number 9928412 and its registered office at 1 Centenary Square, Birmingham, B1 1HQ.

Accessibility

To find out more about our accessible services, please visit marksandspencer.com/bank.

If you'd like this document in another format such as large print, braille or audio, please contact us on 0345 900 0900.

A textphone service is available for customers with hearing and/or speech impairment(s) on 0345 300 1815. BSL Video Relay Service is also available (8am-6pm Monday to Friday, excluding bank and public holidays) at marksandspencer.com/accessibility.