

# Third party access

## Third party mandate explained

### What is a third party mandate?

A third party mandate is a formal instruction from you to HSBC. It tells us that you'd like another party to carry out everyday banking transactions on your HSBC bank account. These everyday transactions do not include arranging a formal overdraft or opening or closing an account for you.

### Could a third party mandate be right for me?

You may use a third party mandate if you need help managing your accounts for convenience or because you don't have access to them. For example, you may choose a third party mandate if you are housebound because of an injury. Please note, before deciding if a third party mandate is right for you, you should consider seeking legal advice.

You'll find more examples of when a third party mandate may be suitable in our 'Choosing Third Party Access' table at [hsbc.co.uk/help/third-party-access](https://www.hsbc.co.uk/help/third-party-access).

### What important information do I need to know?

#### **Mental capacity**

You must have mental capacity when you issue a third party mandate.

#### **Restrictions**

A third party mandate will only give the other party access to the HSBC accounts you have open at the time it is issued. If you'd like to give the other party access to any accounts you open in the future, you would need to submit another third party mandate at that point.

If you'd like to restrict what the other party can do with your account, simply tell us on the third party mandate. For security reasons, this will also prevent them from having access to Telephone Banking.

#### **Multiple third parties**

If you'd like to nominate multiple parties, you can also specify on your third party mandate whether you want them to act jointly and severally\*<sup>3</sup>. For security reasons, if you nominate two or more parties to act jointly, they won't have access to Telephone Banking.

#### **Responsibility**

As the third party is your representative, you are responsible for the actions and decisions they carry out with respect to your account.

### What access does a third party mandate give?

To see what powers a third party would have over your account, see our 'Managing Third Party Access' table on page 3.

### How do I issue a third party mandate?

#### **Complete a third party mandate in branch**

You and the other party should visit an HSBC UK branch and complete a third party mandate. You can also download a blank copy from our website at [hsbc.co.uk/help/third-party-access](https://www.hsbc.co.uk/help/third-party-access). There are some important things to remember:

- ◆ Follow the instructions carefully as any mistakes may lead to a delay in processing your third party mandate
- ◆ If you already have third party mandates on your accounts, please let us know in writing if the new mandate is to replace all previous third party mandates
- ◆ The third party must supply suitable documents proving their identity and residential address (see examples on page 2)
- ◆ You and the third party must include full name, address, date of birth and signature on the third party mandate.

### Return a third party mandate by post

You need to pick up a blank third party mandate from any HSBC UK branch and post it back to the branch where you opened your account. You can also download a blank copy from our website at [hsbc.co.uk/help/third-party-access](https://www.hsbc.co.uk/help/third-party-access). Please include the following documents in the envelope:

- ◆ Completed third party mandate (including the full name, address, date of birth and signature of all account holders)
- ◆ Suitable documents proving the identity and residential address for the third party (see examples on page 2). We can accept official copies certified by a solicitor if you are sending your documents by post.

Please note, we may contact you by phone and ask you to verify your identity with a standard security check. We'll then confirm that you're happy for the mandate to be issued before completing your request.

Please note, HSBC does not accept responsibility if original documents sent to us have been lost in the post.

## What ID documents are acceptable?

### Example identification documents

- ◆ Current passport
- ◆ Current National Identity Card
- ◆ Travel Documents (issued in the UK by the Home Office)

### Example address documents

- ◆ Council tax bill (valid for current year)
- ◆ Utility bill (dated within last four months)
- ◆ Telephone bill (dated within last four months) – mobile phone bills are not acceptable

For a list of all the documents we accept, please see our proof of ID and address page.

## When will third party access stop?

You can choose to cancel your third party mandate at any time. Certain events such as if you or the other party were to die or lose mental capacity would also affect your third party mandate. Events which may affect your third party access see our 'Stopping Third Party Access' table on page 4.

\*1 See our useful links page at [hsbc.co.uk/help/third-party-access](https://www.hsbc.co.uk/help/third-party-access).

\*2 See our Third Party Access pages for explanation of other types of access at [hsbc.co.uk/help/third-party-access](https://www.hsbc.co.uk/help/third-party-access).

\*3 Refer to our Glossary [hsbc.co.uk/help/third-party-access](https://www.hsbc.co.uk/help/third-party-access).

These links may allow you to access other websites. Please read the linked websites' terms and conditions. HSBC Bank plc has no control over non-HSBC websites and is not liable for your use of them.

## Managing Third Party Access

Actions to be done on behalf of the account holder	Third Party Mandate* <sup>2</sup>	Ordinary Power of Attorney* <sup>2</sup>	Lasting/ Enduring Power of Attorney* <sup>2</sup>	Court of Protection Order (Deputyship)* <sup>2</sup>	Department for Work and Pensions (DWP) Appointee* <sup>2</sup>  (Please note, the below applies only for the benefits received by the individual who has lost mental capacity)
Hold a debit card	–	✓	✓	✓	✓ <sup>2</sup>
Obtain information about account holder's account(s) from bank	✓	✓	✓	✓	✓
Open/close accounts in the account holder's name	–	–	✓	✓	–
Issue cheques	✓	✓	✓	✓	–
Make payments (i.e. bills)	✓	✓	✓	✓	✓
Withdraw cash	✓ <sup>1</sup>	✓	✓	✓	✓ <sup>2</sup>
Deposit cash/cheques	✓	✓	✓	✓	✓
Retrieve items from safekeeping	✓	✓	✓	✓	–
Apply for ISAs	–	–	✓	✓	–
Access Internet banking	–	–	✓ <sup>4</sup>	✓ <sup>4</sup>	✓
Access Telephone banking	✓ <sup>3</sup>	✓ <sup>3</sup>	✓ <sup>3</sup>	✓	✓
Hold a cheque/pay-in book	–	✓	✓	✓	✓ <sup>2</sup>
Manage the account if account holder becomes mentally incapacitated	–	–	✓	✓	✓
Sign a mortgage loan agreement	–	✓	✓	✓	–
Arrange an overdraft	–	–	–	–	–

The information in the table above is for your guidance only. The powers we grant a third party over a customer's account may change from those listed above depending on the particular circumstances or changes to our procedures (and are subject always to our obligations under applicable laws and regulations). In particular, the power of attorney, court of protection order or third party mandate itself may contain restrictions on the third party's access to and powers over a customer's account(s). We will need to comply with any such restrictions which will override our general position set out in the table.

1. Third parties acting under a Third Party Mandate cannot hold a debit card. They can withdraw cash, provided that the third party mandate or power of attorney do not contain any relevant restrictions, by writing out a cheque to themselves. In an emergency, the third party may be able to visit a branch with suitable identification documents and request a withdrawal slip from the counter.

2. Appointees can have a Debit Card for the other person's account and use it to withdraw money from an ATM. Appointees can also hold a paying-in book.

3. Some third parties can have Telephone Banking access to the accounts of the individual they are acting for.

Irrespective of the type of third party authority held (third party mandate or power of attorney), we are only able to provide telephone access if both of the following are true:

- The third party access is unrestricted. This means that the third party has full authority to operate a sole account or has the same signing authority on a joint account as the individual they are acting for and there is no clause limiting their authority.
- There is only one named third party OR there are multiple third parties acting jointly and severally\*<sup>3</sup>.

Deputies under a Court of Protection order and Department of Work and Pensions appointees can have Telephone Banking access as they will have their own accounts opened instead of being added as signatories to the account of the individual they are acting for.

4. Only certain types of third party access allow the third party to use Personal Internet Banking (PIB) to access the accounts of the individual they are acting for. Third party mandate holders and holders of ordinary powers of attorney cannot be set up for Internet Banking.

Some holders of lasting or enduring powers of attorney may be set up for Internet Banking access, provided that all of the following are true:

- The individual they are acting for has lost capacity OR if the individual retains capacity, he or she understands and agrees that only the attorney will have access to PIB. This is because only one person can access a sole account via PIB at a time; therefore, either the attorney or the individual they are acting for can have PIB access, not both.
- The Power is unrestricted. A power of attorney is unrestricted if the attorney has authority to operate a sole account or has the same signing authority on a joint account as the individual they are acting for and there is no clause limiting their authority.
- There is only one named attorney OR there are multiple attorneys acting jointly and severally\*<sup>3</sup> – in the latter case only one of the attorneys will have Internet access.

Deputies under a Court of Protection order and Department for Work and Pensions appointees can have Internet Banking access as they will have their own accounts opened instead of being added as signatories to the account of the individual they are acting for.

### Stopping Third Party Access

	<b>Third Party Mandate*<sup>2</sup></b>	<b>Ordinary Power of Attorney*<sup>2</sup></b>	<b>Lasting Power of Attorney*<sup>2</sup></b>	<b>Enduring Power of Attorney*<sup>2</sup></b> <small>(only valid if written and signed before 1 October 2007)</small>	<b>Court of Protection Order (Deputyship)*<sup>2</sup></b> <b>See note 5</b>	<b>Department for Work and Pensions Appointee Account*<sup>2</sup></b>
<b>Account holder dies</b>	The Mandate is automatically revoked and the balance of the account will form part of the deceased's estate.	The power is automatically revoked and the balance of the account will form part of the deceased's estate.	The power is automatically revoked and the balance of the account will form part of the deceased's estate. See note 3	The power is automatically revoked and the balance of the account will form part of the deceased's estate. See note 3	The order is automatically revoked and the balance of the account will form part of the deceased's estate. See note 4	Authority of the appointee is cancelled and the balance of the account will form part of the deceased's estate.
<b>Account holder loses mental capacity</b>	The mandate is automatically revoked.	The power is automatically revoked.	No change – the power remains valid and the attorney retains full authority.	If the power is unregistered, it is temporarily suspended until registration is completed. A registered power will remain valid and the attorney regains full authority.	The Court of Protection order would only be used in case of mental incapacity.	The Appointee account would only be used in case of mental incapacity or severe physical disability.
<b>Account holder wants to cancel</b>	The mandate is revoked upon receipt of account holder's instruction.	The power is cancelled by Deed of Revocation* <sup>3</sup> .	Written evidence by either the Court of Protection confirming Deed of Revocation* <sup>3</sup> or by the Office of the Public Guardian advising cancellation of the power. See note 3	Written evidence by either the Court of Protection confirming Deed of Revocation* <sup>3</sup> or by the Office of the Public Guardian advising cancellation of the power. See note 3	Written evidence by Court of Protection needed to confirm Deed of Revocation* <sup>3</sup> . See note 4	See note 2
<b>Third party dies</b>	The mandate is automatically revoked.	The power is automatically revoked. See note 1	The power is automatically revoked. See note 1 and 3	The power is automatically revoked. See note 1 and 3	The order is automatically revoked. The Court needs to appoint new deputy. See note 4	The appointment is revoked and the appointee's authority is cancelled immediately.
<b>Third party loses mental capacity</b>	The mandate is automatically revoked.	The power is automatically revoked. See note 1	See note 3	See note 3	The order is automatically revoked. The Court needs to appoint new deputy. See note 4	See note 2
<b>Third party wants to cancel</b>	The mandate has to be revoked by the account holder.	The power is automatically revoked.	See note 3	See note 3	The order may be revoked upon application by deputy. The Court needs to appoint new deputy. See note 4	See note 2

Please refer to the most recent copy of HSBC UK Personal banking Terms and Conditions and Charges and Additional Product Terms which apply to our Current Accounts and Savings Accounts. You can obtain a copy at any HSBC UK branch or at the following link [hsbc.co.uk/1/2/legal](https://www.hsbc.co.uk/1/2/legal). If the information above differs from that in the terms and conditions, the terms and conditions override the above.

1. All powers of attorney (General, Lasting, and Enduring\*<sup>2</sup>): These legal documents allow the individual granting a power of attorney to name multiple or replacement attorneys.

Subject to the text of the power of attorney, a replacement attorney may be able to take over in the event of bankruptcy, loss of capacity or death of an existing attorney.

If there are multiple attorneys appointed jointly and severally\*<sup>3</sup> and one of them cannot continue to act for some reason, the other attorney(s) may continue to act on behalf of the individual who granted the power of attorney.

2. See the Guide for Agents, Appointees and Attorneys on the webpage of the Department for Work and Pensions at [dwp.gov.uk](https://www.dwp.gov.uk)\*<sup>1</sup>

3. Find out more information under "Cancelling or ending a Lasting or Enduring Power of Attorney" on the DirectGov page at [direct.gov.uk](https://www.direct.gov.uk)\*<sup>1</sup>

4. Find out more information under "Cancelling or ending a deputy's responsibilities" on the DirectGov page at [direct.gov.uk](https://www.direct.gov.uk)\*<sup>1</sup>

5. A deputy's appointment can be revoked at any time by the Court of Protection.

\*<sup>1</sup> See our useful links page at [hsbc.co.uk/help/third-party-access](https://www.hsbc.co.uk/help/third-party-access).

\*<sup>2</sup> See our Third Party Access pages for explanation of other types of access at [hsbc.co.uk/help/third-party-access](https://www.hsbc.co.uk/help/third-party-access).

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If you use your own textphone you can call us on **03457 125 563 (+44 207 088 2077** from overseas).

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