# HSBC Expat Terms of Service Third Party Mandate



These Terms of Service are a contract between us, a customer who has entered into a Third Party Mandate with us ("the Customer") and the third party ("Third Party") and are effective from 1st December 2023.

These Terms of Service apply in addition to the Third Party Mandate and our HSBC Expat Personal Banking and Private Banking Terms and Conditions.

## Section 1

- Third Party Authority
- Security
- Personal Information

# Section 2

- Reasons(s) for holding the Mandate
- Account Authority
- Online Banking/Mobile Banking

# Section 3

- Liability
- Cancellation of the Mandate

## Section 1

#### 1.1 THIRD PARTY

A Customer can authorise a Third Party to operate their account(s). The Customer will need to sign a Third Party Mandate in respect of those account(s). On joint accounts all joint account holders must sign. Customers will be responsible for the Third Party's actions or omissions as if they were their own. We will only accept instructions from a Third Party over the telephone with the use of their PBN and PIN which will be sent upon successful completion of the Third Party Mandate. The Third Party confirms they've read HSBC Expats privacy notice and understand that their personal data may be processed in accordance with HSBC Expat's legal and regulatory obligations.

#### 1.2 SECURITY

Customers must not disclose to or share with the Third Party any of their own Personal Internet, Mobile or Telephone Banking numbers, Tokens, Passwords or Personal Identification Numbers (PINs)

If Customers do not comply with the paragraph above, we will consider this a breach of the Customer's security obligations and we may revoke the Third Party Mandate.

#### 1.3 PERSONAL INFORMATION

We will require Customers to provide verification of address and identification for the Third Party on their accounts.

All documentation provided must be either an original or certified copy.

Customers must immediately provide us with details of any changes to a Customer's personal information and/or that of the Third Party e.g. a change in circumstances or address.

We sometimes use a Customer's or a Third Party's personal details to establish identity, manage, administer or effect any transactions that the Third Party requests or authorises.

## Section 2

### 2.1 REASON (S) WE MAY DECLINE TO ACCEPT A THIRD PARTY MANDATE

We may monitor or decline a Third Party Mandate that is not set up for one of the following reasons:

- You need help with the account management for administrative convenience.
- You are going abroad and won't have access to your accounts.
- You are physically ill, injured or disabled.

We reserve the right to refuse or cancel a Third Party Mandate at any time. In accordance with the Personal Banking and Private Banking Terms and Conditions available from our website.

#### 2.2 ONLINE BANKING/MOBILE BANKING

Third Party Mandates must not access Customer's Accounts through Online Banking including Mobile Banking. Any online access is prohibited and will be revoked immediately.

## Section 3

HSBC Expat may contact the Customer or the Third Party with any concerns or issues relating to a Third Party Mandate from time to time.

We may revoke a Third Party Mandate at any time by providing you with 30 days notice.

We may change these Terms of Service at any time by providing you with at least 30 days notice.

Issued by HSBC Expat which is a division of HSBC Bank plc, Jersey Branch: HSBC House, Esplanade, St. Helier, Jersey, JE1 1HS. HSBC Bank plc, Jersey Branch is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Investment and Fund Services Business. HSBC Bank plc is registered and incorporated in England and Wales with limited liability, number 14259. Registered office 8 Canada Square, London, E14 5HQ. HSBC Bank plc, Hong Kong Branch, is licensed by the Hong Kong Monetary Authority as an authorised institution and registered with the Securities and Futures Commission to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (central entity number: AFJ824).