

HSBC Insurance Aspects

Terms and Conditions

Please read this document and keep it for future reference.

Effective from 20 April 2019.

Summary of the HSBC Insurance Aspects Terms and Conditions

This Summary sets out key details of HSBC Insurance Aspects and the charges that apply to it. You should read it carefully together with the rest of the Terms, Worldwide Travel Insurance policy, Mobile Phone Insurance policy and Motor Breakdown Assistance policy.

HSBC Insurance Aspects benefits

- ◆ Worldwide Travel Insurance (provided by Aviva Insurance Limited). This benefit only applies whilst you are under the age of 70*².
- ◆ Mobile Phone Insurance (provided by Aviva Insurance Limited).
- ◆ Motor Breakdown Assistance (administered by Aviva Insurance Limited and provided by RAC Motoring Services).

Policy terms and conditions apply to all insurances and they are all subject to eligibility.

HSBC Insurance Aspects eligibility requirements

To be eligible for HSBC Insurance Aspects you must:

1. hold an HSBC Advance Bank Account with HSBC UK Bank plc;
2. be a UK resident*¹;

If you close your HSBC Advance Bank Account from which the monthly fee is paid, we will automatically close HSBC Insurance Aspects at the same time.

If you tell us that you are moving outside of the UK we will close HSBC Insurance Aspects from your date of departure.

*¹ UK means the United Kingdom, the Channel Islands and the Isle of Man

Charges that apply to HSBC Insurance Aspects

HSBC Insurance Aspects fee	£9.95 a month
	*2 £4.95 if all policy holders are aged 70 or above.
	This fee will be taken from your HSBC Advance Bank Account.

HSBC Insurance Aspects Terms and Conditions (the Terms)

These Terms apply to HSBC Insurance Aspects together with any additional terms and conditions we tell you apply.

No one else apart from you, us and any other person you jointly hold HSBC Insurance Aspects with, will have any rights under these Terms.

Glossary

"Account" means an HSBC Advance Bank Account with HSBC UK Bank plc.

"Terms" means the HSBC Insurance Aspects Terms and Conditions.

"UK" means the United Kingdom, the Channel Islands and the Isle of Man.

"We", "us", or "our" means HSBC UK Bank plc.

"You" or "your" means the Account holder(s) who have HSBC Insurance Aspects.

1. HSBC Insurance Aspects eligibility requirements

The eligibility requirements for HSBC Insurance Aspects are set out above.

If you close your Account we will automatically close HSBC Insurance Aspects at the same time. We will deduct from your Account any HSBC Insurance Aspects monthly fee that we have already told you will be deducted.

If you tell us that you are moving outside of the UK we will close HSBC Insurance Aspects from your date of departure. We will deduct from your Account any HSBC Insurance Aspects monthly fee that we have already told you will be deducted.

2. HSBC Insurance Aspects benefits

HSBC Insurance Aspects consists of three insurance policies (two if you are aged 70 or over) as set out above. Further terms and conditions apply to the individual insurance policies and these have been provided within your pre-notification pack. Further copies are also available upon request by calling **03457 404 404**.

3. Explaining HSBC's Service

Your HSBC Insurance Aspects Mobile Phone Insurance and Travel Insurance is underwritten by Aviva Insurance Limited. Your HSBC Insurance Aspects Motor Breakdown is administered by Aviva and provided by RAC Motoring Services.

As an insurance intermediary HSBC UK Bank plc deals exclusively with Aviva for the purposes of your policy. HSBC UK Bank plc is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and Prudential Regulatory Authority as an insurance

intermediary and is permitted by the insurers to provide insurance products and sell these to you. You will not receive advice or recommendation from HSBC UK Bank plc on this arrangement and no fee has been charged by HSBC UK Bank plc for arranging this contract. HSBC UK Bank plc may receive commission dependent on the performance of our insurance business with the insurers.

Our firm reference number is 765122. Further information can be found at register.fca.org.uk.

HSBC Bank plc and HSBC UK Bank plc are members of the HSBC Group, the ultimate parent company of which is HSBC Holdings plc. HSBC Holdings plc beneficially holds 100% of both the shares and voting power of HSBC Bank plc and HSBC UK Bank plc.

4. Making changes

We can make changes to our charges, the HSBC Insurance Aspects eligibility requirements and benefits and these Terms, subject to the following conditions.

4.1 When we can make changes

We can make these changes at any time if we reasonably believe that the change is to your advantage or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future):

(a) to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;

(b) to meet our regulatory requirements;

(c) to reflect new industry guidance and codes of practice or good banking practice;

(d) to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman or regulator;

(e) to allow us to make reasonable changes to the way in which we manage HSBC Insurance Aspects as a result of changes to technology or the systems we use, including introducing new services or facilities or replacing an existing service or facility with a new one;

(f) to proportionately reflect legitimate increases or reductions in the costs of providing HSBC Insurance Aspects (including our funding costs); and

(g) for any commercial reason.

We can also make changes for any other valid reason.

4.2 Changes to the HSBC Insurance Aspects eligibility criteria, fees, benefits and other terms

If the change is unfavourable to you we will tell you personally at least 30 days in advance.

If the change is favourable to you, we will tell you within 30 days.

4.3 What you can do if you do not like a change we have made

If we provide you with notice that we are going to make a change to the Terms, you can close HSBC Insurance Aspects before that change takes effect without charge.

However we will deduct from your Account any HSBC Insurance Aspects monthly fee that we have already told you will be deducted. If you do not tell us that you want to close HSBC Insurance Aspects, then we will assume you have accepted the change and it will take effect automatically.

4.4 Other changes

In addition to the above, we can also make any change so long as we give you advance notice and you are able to close HSBC Insurance Aspects before the change takes effect without charge. However we will deduct from your Account any HSBC Insurance Aspects monthly fee that we have already told you will be deducted.

We need this flexibility to change because we need to be able to manage how we provide HSBC Insurance Aspects over a long period of time and it is very difficult for us to anticipate all the circumstances when we might need to change the way the service works. If you do not like any change we make in this way, you have the right to close HSBC Insurance Aspects.

5. Closing HSBC Insurance Aspects

5.1 If you want to close HSBC Insurance Aspects

You can close HSBC Insurance Aspects at any time by calling us on **03457 404 404**. If you do this, all of the HSBC Insurance Aspects benefits will be withdrawn by us and it will not be possible for you to take out HSBC Insurance Aspects again. Further information on the range of insurance policies available through HSBC is provided at [hsbc.co.uk/insurance](https://www.hsbc.co.uk/insurance), via your local branch or by calling **03457 404 404**.

We will deduct from your Account any HSBC Insurance Aspects monthly fee that we have already told you will be deducted.

5.2 When we can close HSBC Insurance Aspects

We can close HSBC Insurance Aspects immediately if, at any time:

- ◆ you are, or we reasonably suspect you may be acting fraudulently; or
- ◆ you were not entitled to open your Account or take out HSBC Insurance Aspects; or
- ◆ we reasonably consider that by continuing this contract we may break a law, regulation, code, court order or other duty; or we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency; or
- ◆ you no longer hold an Account; or
- ◆ you do not pay the monthly fee for HSBC Insurance Aspects.

We will tell you we have done this straight away.

We can close HSBC Insurance Aspects for any other reason and at any time by giving you at least 30 days personal notice.

6. Transfers

We can transfer all of our rights in relation to HSBC Insurance Aspects to someone else. We can transfer all of our obligations in relation to HSBC Insurance Aspects but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator. This will not reduce any of your rights in relation to HSBC Insurance Aspects.

You cannot transfer any of your rights and obligations in relation to HSBC Insurance Aspects, or HSBC Insurance Aspects itself, to anyone else.

7. Would I receive compensation if HSBC were unable to meet their liabilities?

HSBC is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the FSCS arrangements is available from them on **0800 678 1100**, or by visiting their website **fscs.org.uk**.

8. How to complain

If you have a complaint about HSBC Insurance Aspects or the way in which HSBC Insurance Aspects was sold we would welcome the opportunity to investigate the situation and if necessary, set about putting matters right as quickly as possible. You can contact our Customer Care Team at:

**The Manager
Customer Care Team
HSBC Bank plc
PO Box 6125
Coventry
CV3 9GW**

Email: **customer.care.team@hsbc.com**

Telephone **03457 404 404** between 8am and 10pm daily (**+44 1226 261 010** if calling from overseas) Textphone **03457 125 563** (**+44 207 088 2077** if calling from overseas).

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at: **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.**

If you want to contact the Financial Ombudsman Service, you will need to do this within six months from receipt of our final response.

Telephone: **0800 023 4567** (free from landlines) or **0300 123 9123** (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Or simply log on to their website at **financial-ombudsman.org.uk**.

9. The law that applies to this policy

The laws of England and Wales apply to these Terms and how we dealt with you before we opened HSBC Insurance Aspects. You can take legal proceedings concerning these Terms in England and Wales or in the country where you live. These Terms are in English and any communications we send to you will be in English.

Privacy Notice

Who are the data controllers?

- ◆ **HSBC UK Bank plc, 1 Centenary Square, Birmingham, B1 1HQ**, is responsible for the promotion and distribution of your HSBC Insurance Aspects product. HSBC UK Bank plc will collect and use personal information about you during the promotion and sale of the product which may be provided by you but could also include information that we have previously collected about you, e.g. any information held about you as a banking customer. HSBC UK Bank plc is the data controller for this information which will be shared with the insurer as set out in its Privacy Notice.
- ◆ The insurer named on your policy collects and uses personal information about you so that they can administrate and underwrite your policy. Some of this information may be collected directly from you and some may be collected from other sources including HSBC UK Bank plc, for example, during the sale of the policy. The insurer is the data controller in respect of your personal information that it has received from HSBC UK Bank plc, as distributor, and also in respect of any information that it has collected directly from you or from other sources as set out in its Privacy Notice, details of which can be found in your individual policy booklets.

An overview of how HSBC UK Bank plc will collect and use your information

This is an overview of:

- ◆ the types of information we collect about you
- ◆ how we collect and use it
- ◆ who we might share it with
- ◆ the steps we'll take to make sure it stays private and secure
- ◆ your rights to your information.

Who we are

When we say 'we', we mean HSBC UK Bank plc who is the data controller for your insurance product. The data controller is responsible for deciding how your information is used and ensuring it is private and secure.

HSBC UK Bank plc is part of the HSBC Group of companies.

More information

For more details about anything covered in this overview, please see our full Privacy Notice – you can view or download a copy by visiting **[hsbc.co.uk/uk/privacy-notice](https://www.hsbc.co.uk/uk/privacy-notice)** or if you prefer paper, give us a call on **03457 404 404** and we'll send you one in the post.

The information we collect

We collect information about you from different places including:

- ◆ directly from you
- ◆ from a third party acting on your behalf e.g. an intermediary or broker
- ◆ from other HSBC companies
- ◆ from publicly available sources
- ◆ when we generate it ourselves
- ◆ from other organisations.

We'll only collect your information in line with relevant regulations and law and this may relate to any of our products or services you apply for, currently hold or have held in the past.

You're responsible for making sure you give us accurate and up to date information. If you provide information for another person on your account, you'll need to tell them how to find the Privacy Notice and make sure they agree to us using their information for the purposes set out in it.

How we'll use your information

We'll use it to provide any products and services you've requested and other purposes, for example:

- ◆ to confirm your identity and address
- ◆ to understand how you use your accounts
- ◆ to carry out your instructions
- ◆ to improve our products and services
- ◆ to offer you other services we believe may benefit you unless you ask us not to.

We'll only use your information where we're allowed to by law e.g. carrying out an agreement we have with you, fulfilling a legal obligation, because we have a legitimate business interest or where you agree to it.

We may use automated systems to help us make credit decisions as well as carrying out fraud and money laundering checks.

Who we can share your information with

HSBC UK Bank plc will share your personal information with the insurer to enable the insurer to administer your policy and manage your claims. If you make a claim, any information you give to us, or to the insurer may be put in a register of claims database and it may be shared with other insurers to prevent fraudulent claims.

We may share your information with other HSBC Group members and any subcontractors, agents, or service providers who work for us or other HSBC Group companies. We may also share your information with others outside of the HSBC group e.g. regulators, insurers, other financial institutions, brokers, agents as well as credit reference and fraud prevention agencies.

Sensitive information

When you apply for insurance, you may need to give us sensitive health information if the insurer needs this to provide you with cover. We will keep this information secure and process it in accordance with relevant laws and regulations. Where appropriate, we will ask for consent to collect and use this information.

How long we'll keep your information

We'll keep your information for as long as you have a relationship with us. After it ends we'll keep it where we may need it for our legitimate purposes e.g. to help us respond to queries or complaints, or for other reasons e.g. fighting fraud and financial crime, and responding to requests from regulators.

Transferring your information overseas

Your information may be transferred and stored in countries outside the European Economic Area (EEA), including some that may not have laws that provide the same level of protection for personal information. When we do this, we'll ensure it has an appropriate level of protection.

Your rights

You have a number of rights relating to your information e.g. to see what we hold, to ask us to share it with another party, ask us to update incorrect or incomplete details, to object to or restrict processing of it, to make a complaint etc.

Accessibility

To find out more about our accessible services please visit www.hsbc.co.uk/accessibility or ask at any of our branches.

If you'd like this in another format such as large print, Braille or audio, please contact us. A textphone service is also available for customers with hearing and/or speech impairments.

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

Issued by HSBC UK Bank plc

Registered in England number 765112

Registered Office: 1 Centenary Square, Birmingham, B1 1HQ United Kingdom Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our firm reference number is 765112. Further information can be found at register.fca.org.uk/

Customer Information: PO Box 6201, Coventry CV3 9HW

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