

Student Insurance

Policy Booklet

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Welcome to Your HSBC Student Insurance

Explaining HSBC's Service

Your student insurance policy is provided by Aviva Insurance Limited. As an insurance intermediary HSBC Bank plc deals exclusively with Aviva for the purposes of your policy. Aviva will deal with the administration of your insurance (including claims). You will not receive advice or recommendation from HSBC Bank plc on this arrangement. No fee has been charged by HSBC Bank plc for arranging this contract.

HSBC receives a commission from Aviva in relation to any insurance policy we arrange, which means that a percentage of the premium you pay is given to HSBC. In addition to this we may also receive additional commission dependent on the performance of our insurance business with Aviva.

HSBC Bank plc is registered in England number 14259. Registered Office: 8 Canada Square, London, E14 5HQ.

Helpful and important information about your insurance

- Insurance does not cover your property against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.
- It is your responsibility to look after and regularly maintain your property. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear and damage which happens gradually over a period of time.

Things we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. See **Information and changes we need to know about** and **The Contract of Insurance** for more information.

Helpline Telephone Numbers

Claims Service

If you need to make a claim or have a query about something that has happened please call us on:

0345 300 5899.

You should always call us if you need urgent help, for example:

- your belongings have been stolen,
- heating fuel is leaking from a fixed heating system.

Our personal claims managers offer help and advice around the clock 365 days a year. We want your claim to be as stress-free as possible. If the incident is covered we'll take care of the arrangements. You just have to pay the excess.

Once we have your claim details we'll put wheels in motion and explain what will happen next. Some claims can be settled immediately on the first call but if it takes longer we'll keep you informed about progress.

Alternatively you can make a claim online by visiting the HSBC Home insurance web pages on [hsbc.co.uk](https://www.hsbc.co.uk).

Getting ready to claim

Having the right information to hand when you're telling us about a claim will help us to get things moving quickly. Here's what's likely to be useful:

- your Student policy number,
- photos of damage or lost property, or
- receipts, quotes or invoices where appropriate.

Personal Legal and Tax advice helpline

To get free personal legal or personal tax advice, please call:

0800 051 1715

Advice is limited to the laws and practices of England, Wales, Scotland, Northern Ireland, the Channel Islands and Isle of Man.

Changes to your policy

If you have any questions, or want to make any changes to your policy, please call Customer Services on:

0345 300 5898

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Important Information about your HSBC Student Insurance policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the **Definitions** section unless otherwise shown for any policy section.

Please read **your** policy booklet and **schedule** carefully to make sure that **you** have the cover **you** need. **You** should contact **us** on **0345 300 5898** immediately if any details are not correct.

The **schedule** sets out the cover **you** have chosen and **you** may need it if **you** want to make a claim.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell **us** immediately if there are any changes to the information set out in the "Information Provided by You" or on **your schedule**. **You** must also tell **us** about the following changes:

- changes in **your** living circumstances i.e. Halls of residence or rented/shared accommodation,
- any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy **schedule**,
- if **your** property is to be lent, let, sub-let, or used for business purposes,
- if **you** are charged with, or convicted of a criminal offence (other than motoring), or
- if **you** are no longer a student.

If **you** are in any doubt, please contact **us**.

When **you** inform **us** of a change, **we** will tell **you** if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change any **excess**, or
- the extent of the cover may be affected.

The contract of insurance

This policy is a contract of insurance between **you** and **us**. The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** policy booklet;
- information contained on **your** "Information Provided by You" document as issued by **us**;
- **your schedule**;
- any **clauses** endorsed on **your policy**, as set out in **your schedule**;
- any changes to **your** Student insurance policy contained in notices issued by **us** at renewal;
- the information under the heading "Important Information" which **we** provide to **you** when **you** take out or renew **your** policy.

In return for **your** premium, **we** will provide the cover shown in **your schedule** on the terms and conditions of this policy booklet for events happening during the **period of insurance**.

Our provisions of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Eligibility – UK Student

To be eligible for this insurance **you** must be a full time student attending a university or college situated in the **United Kingdom** (or part time if **you** are receiving a Disabled Student Allowance).

Choice of Law

The law of England and Wales will apply to this contract unless:

- a) **you** and **we** agree otherwise; or
- b) at the date of the contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Your Cancellation rights

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

To exercise **your** right to cancel, please call Customer Services on **0345 300 5898**.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights outside the statutory cooling off period, please refer to the **General Conditions** section of this policy booklet.

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio, sign language interpretation and Braille. If **you** require any of these formats please call Customer Services on **0345 300 5898** (via Text Relay if appropriate).

Aviva's Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **We** are registered as Aviva Insurance Limited. Registered in Scotland, No. 2116. (Registered Office: Pitheavlis, Perth PH2 0NH) and **our** firm's reference number is 202153. **You** may check this information and obtain further information about how the Financial Conduct Authority protect **you** by visiting www.fca.org.uk or by contacting them on 0800 111 6768.

The Financial Services Compensation Scheme

We are protected 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 scheme is available from the FSCS website www.fscs.org.uk.

Definitions

Wherever the following words or phrases appear in **bold** in this policy, they will have the following meanings unless otherwise shown for any policy section.

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

The United Kingdom and the Republic of Ireland, the Channel Islands and the Isle of Man.

Clauses

Changes to the terms of **your** policy. These are shown on **your schedule**.

Contents

Household items and **personal belongings** (up to the limits shown on **your schedule**) that:

- **you** own; or
- **you** are legally responsible for (but not landlord's contents).

Credit and debit cards

Credit, cheque, debit, charge, bankers' and cash dispenser cards.

Excess

The amount **you** will have to pay towards each separate claim as shown on **your schedule**.

Home

The place where **you** live during term time and its outbuildings (including garages), at the address shown on **your schedule**, all used for domestic purposes only. This includes shared kitchens, bathrooms and

living areas in **your** college, university or student union halls of residence.

Motorised Vehicle

Any electrically or mechanically powered vehicle, other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **home**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys; and
- pedestrian-controlled toys and models.

Pedal Cycle

Any **pedal cycle** which belongs to **you** and any accessories attached to it.

Period of Insurance

The period of time covered by this policy, as shown on **your schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

Personal Belongings

Luggage, clothing, jewellery, watches, furs, binoculars, sports, musical and photographic equipment and other items which **you** normally wear, or carry with **you**. All items must belong to **you** or be **your** legal responsibility.

Personal Computer Equipment

Laptops, tablet devices, palmtops, monitors, keyboards, modems, printers, and installed software, up to the limit shown on **your schedule**.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

Schedule

The document which gives details of the cover and **sum insured** limits **you** have.

Settlement

Downward movement of the land beneath the buildings as a result of compaction due to the weight of the buildings.

Storm

An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow.

The wind speed or gust should normally exceed 55mph (48 knots) to be a 'storm' but **we** take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.

Sum Insured

The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any **clause**.

We, Us, Our, the insurer

Aviva Insurance Limited (unless otherwise shown for any policy section).

You, Your

The person named on **your schedule**.

Contents Section

This section is compulsory and shown on **your schedule**.

Under the **Contents Section we** will not cover:

- the **excess(es)** shown on **your schedule** (no **excess** applies to **Occupiers and Personal liability**);
- **personal money** and **credit and debit cards**;
- property insured by any other policy;
- bonds, stocks, shares and documents of any kind unless included under **personal money**;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of the **home** including ceilings, wallpaper and the like;
- items used for business or professional purposes;
- any living creature;
- **your** policy does not cover wear and tear. Please refer to the "**Helpful and important information about your insurance**" section at the front of this policy booklet for more information; or
- anything set out in the **General Exclusions** section of this policy booklet.

Contents in the home

We will provide cover for loss of or damage to the **Contents in the Home** caused by any of the following:

1. a) Fire, explosion, lightning or earthquake.
- b) Smoke.

Under b) **we** will not cover loss or damage that happens gradually.

2. **Storm** or flood.

We will not cover loss or damage that happens gradually.

3. a) Riot, civil unrest, strikes and labour or political disturbances.
- b) Malicious people or vandals.

Under b) **we** will not cover loss or damage which **you** have caused, allowed, chosen to overlook or not reported to the police.

4. Being hit by:
 - a) aircraft or other flying objects, or anything falling from them; or
 - b) vehicles or animals.

Under b) **we** will not cover loss or damage caused by domestic animals.

5. Water escaping from water tanks, pipes, equipment or fixed heating systems.

6. Heating fuel leaking from a fixed heating system.
7. Theft or attempted theft using force and violence to get into or out of **your home**.

We will not cover theft:

- by deception, unless deception is used only to get into the **home**;
 - which **you** have caused, allowed, chosen to overlook or not reported to the police; or
 - from garages or outbuildings, unless someone has broken into or out of the garage or outbuilding by using force and violence.
8. Falling trees or branches.

We will not cover:

- damage to trees; or
- the cost of removing fallen trees or branches.

Contents temporarily removed from the home

We will provide cover up to the limit shown on **your schedule** for loss of or damage to **contents** by any of the causes listed under **Contents in the Home** while the **contents** are held for less than one year temporarily within a building at:

- any permanent or temporary residence where **you** are living;
- a college, university or student union; or
- any appointed college or university storage area.

in the **British Isles**.

We will not cover:

- loss or damage by theft, unless someone has broken into or out of the building by using force and violence or has got into the building by deception;
- loss or damage if **contents** have been removed for sale or exhibition, or placed in a furniture storage company; or
- loss or damage while **contents** are being loaded, unloaded or transported.

Accidental damage to home entertainment equipment, mirrors and glass

We will provide cover for **accidental damage** up to the limit shown on **your schedule** to:

1. a) television sets (including digital and satellite receivers), DVD/video players and recorders, games consoles, home computers and audio equipment in the **home**; and
- b) receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **home**.

We will not cover:

- games consoles, audio/visual equipment, laptops or computer equipment designed to be portable;
- digital/video cameras and satellite navigation systems;
- radio transmitters, mobile phones and hearing aids;
- damage caused by wear and tear or anything which happens gradually;
- damage caused by the process of cleaning, washing, repairing or restoring any item;

- electrical or mechanical breakdown;
 - damage caused by fitting a battery incorrectly;
 - loss in value;
 - failure to use in line with the manufacturer's instructions; or
 - damage caused by chewing, scratching, tearing or fouling by domestic animals.
2. mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

Contents in transit to or from college or university

We will provide cover for loss of or damage to **contents** up to the limit shown on **your schedule** for any one incident by any of the causes listed in **Contents in the Home** when **your contents** are in transit between **your** non term-time address and college or university at the start and end of each vacation.

We will not cover:

- loss or damage that happens outside of the **British Isles**;
- loss or damage which is excluded under **Contents in the Home**; or
- anything set out in the **General Exclusions** section of this policy booklet.

Occupier's and Personal liability

We will cover **your** legal liability to pay damages and claimants' costs and expenses for:

- accidental bodily injury or illness; or
- accidental loss of or damage to property;

happening during the **period of insurance** in:

- the **British Isles**;
- the rest of the world, for temporary visits; and arising:
 - as occupier (not as owner) of the **home** and its land; or
 - in a personal capacity (not as occupier or owner of any building or land).

We will not pay more than the **Occupiers and Personal liability** limit shown on **your schedule** for any one incident.

We will also pay all **your** costs and expenses which **we** have already agreed to in writing.

We will not cover liability in connection with:

- you** owning land, buildings or other fixed property.
- you** living in or occupying land or buildings other than the **home** or its land.
- aircraft other than pedestrian controlled toys or models.
- you** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**.
- caravans.
- boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles; or
 - pedestrian controlled toys or models.
- deliberate or malicious acts.
- transmission of any communicable disease or virus by **you**.
- dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).

- j) any agreement, except to the extent that **you** would have been liable without the agreement.
- k) any trade, business or profession.
- l) loss of or damage to property which belongs to **you** or is in **your** care or control.
- m) bodily injury or illness to **you**.

Important Note

(If **you** are the owner but not the occupier of the **home** insured by this policy)

Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the buildings or on the land) rather than the owner.

If **you** are the owner but not the occupier of the building please remember that **Occupiers and Personal liability** does not cover **your** legal liability as the owner of the home and its land.

To protect yourself, **you** will need to arrange buildings insurance which provides **Your Liability to the Public cover**.

Tenant's liability

We will provide cover up to the limit shown on **your schedule** if **you** are legally responsible as a tenant for loss or damage by any of the causes listed in **Contents in the Home** to household goods, furnishings, furniture and fixtures and fittings which belong to **your** college, university or landlord.

We will not cover loss or damage caused by:

- wear and tear, **settlement** or shrinkage, vermin, insects, fungus, the weather, or anything which happens gradually;
- faulty materials, design or workmanship;
- building work which involves alterations, renovations, extensions or repairs; or
- theft or attempted theft unless someone has broken into or out of **your home** by using force and violence.

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

Personal Money and Credit and Debit Cards

This section is compulsory and shown on **your schedule**.

We will cover loss of:

- **personal money** up to the limit shown on **your schedule** in the **British Isles**;
- **personal money** up to the limit shown on **your schedule** outside the **British Isles** for up to 60 days in any **period of insurance** while in **your** possession; and
- **credit and debit cards** held for social, domestic or charitable purposes up to the limit shown on **your schedule** anywhere in the world. **Credit and debit cards** are only insured against loss if they are used by someone without **your** permission following loss or theft.

We will also cover any costs **we** have agreed to in writing before the card issuing company has received notice of the loss, as long as **you** keep to the terms of **your** card agreement.

Under **Personal Money, Credit and Debit Cards** **we** will not cover:

- the **excess(es)** shown on **your schedule**;
- loss caused by mistakes;
- loss or theft not reported to the police;
- loss or theft of **credit and debit cards** not reported to the card issuing company within 24 hours of discovering the loss;
- theft from an unattended vehicle other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a locked vehicle which has been broken into by using force and violence;
- any business credit/debit cards; or
- anything set out in the **General Exclusions** section of this policy booklet.

Personal Belongings Section

This section only applies when shown on **your schedule**.

This cover is for loss or damage to **your personal belongings** shown on **your schedule** within the **British Isles**.

Under the **Personal Belongings Section** **we** will not cover:

- the **excess(es)** shown on **your schedule**;
- **personal money** and **credit and debit cards**;
- any business credit/debit cards;
- **personal computer equipment**;
- mobile phones;
- theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence). **We** will not pay more than the limit shown on **your schedule** for any one incident of theft from an unattended vehicle (this limit applies in total to all property covered under the **Personal Belongings Section** except for **pedal cycles**);
- loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss or damage to sports racquets, sticks, bats and clubs while in use;
- confiscation or detention by Customs or other officials;
- loss in value;
- any loss that is not the direct result of the insured incident itself;
- business or professional use of musical instruments, photographic and sporting equipment and accessories;
- any loss or damage covered by another policy;
- theft, attempted theft or malicious damage caused or allowed by **you**, or which **you** might have prevented by taking reasonable care;
- theft by deception, unless deception is used only as a way to get into the **home**;
- business goods and equipment;
- furniture, furnishings, household goods and equipment, food and drink;
- bonds, stocks, shares and documents of any kind other than driving licences and passports;
- **motorised vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers, **pedal cycle** and the parts, spares and accessories of any of these;
- any living creature;
- anything set out in the **General Exclusions** section of this policy booklet.

Unless the following items are specifically shown on **your schedule**, **we** will not cover:

- snowboards, skis (including sticks and bindings), water skis, sub-aqua equipment, camping equipment and riding tack;
- spectacles, contact, corneal cap or micro lenses and hearing aids.

Pedal Cycle Section

This section only applies when shown on **your schedule**.

We will provide cover for loss of or damage to **your pedal cycle** within the **British Isles** up to the limit shown on **your schedule**.

We will not cover:

- the **excess** shown on **your schedule**;
- loss or damage to tyres or accessories unless the **pedal cycle** is stolen or damaged at the same time;
- loss or damage while the **pedal cycle** is being used for racing, pace making, trials or business purposes;
- loss or damage caused by deception, unless someone has used deception to get into **your home**;
- loss or damage caused by theft if **you** live in a flat where **you** share parts of the building with other households or a self-contained flat, unless someone has broken into or out of the building by using force and violence or has entered the building by deception;
- theft unless the cycle is:
 - in **your** immediate custody and control;
 - securely locked to an object that cannot be moved; or
 - in a locked building
- loss or damage caused by electrical or mechanical breakdown, wear and tear or anything which happens gradually;
- loss or damaged caused by cleaning, repairing or restoring;
- loss in value;
- loss or damage caused by insects, vermin, fungus or weather conditions;
- loss or damage caused by chewing, scratching, tearing or fouling by domestic animals;
- any **pedal cycle** with a motor; or
- anything set out in the **General Exclusions** section of this policy booklet.

Personal Computer Equipment Section

This section only applies when shown on **your schedule**.

We will provide cover for **your personal computer equipment** up to the limit shown on **your schedule** for loss or damage within the **British Isles**.

We will not cover:

- the **excess** shown on **your schedule**;
- theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence). **We** will not pay more than the limit shown on **your schedule** for any one incident of theft from an unattended vehicle;
- loss or damage caused by deception, unless someone has used deception to get into **your home**;
- loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss in value;
- any loss that is not the direct result of the insured incident itself;
- business goods and equipment;
- mobile phones;
- business or professional use of any items;
- any loss or damage covered by another policy;
- theft, attempted theft or malicious damage caused or allowed by **you** or which **you** might have prevented by taking reasonable care; or
- anything set out in the **General Conditions** and the **General Exclusions** sections of this policy booklet.

Conditions

These conditions apply to the **Contents, Personal Money and Credit and Debit Cards, Personal Belongings, Pedal Cycles, and Personal Computer Equipment Sections.**

1. The Sum Insured

At all times the **sum(s) insured** must be at least equal to the full cost of replacing the property "as new" (apart from clothing and household linen where a deduction will be made for wear and tear and loss in value).

If at the time of a loss the **sum insured** is too low, **we** will not settle claims on an "as new" basis and will reduce any payment to reflect wear and tear.

2. Settling Claims

We can choose to settle **your** claim by:

- replacing;
- reinstating;
- repairing; or
- payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market.

If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

A deduction for wear and tear will apply for clothing and household linen.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the amount shown on **your schedule**.

We will not reduce the **sum(s) insured** by the amount under any claim, unless the claim relates to the total loss of any item (or items) specified on **your schedule**.

3. Pairs, Sets and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair;
- a set;
- a suite; or
- any other item of a uniform nature or design or colour.

4. Items valued over the single item limit

We will not pay more than the single item limit shown on **your schedule** for any one item, set or collection unless listed separately on **your schedule** as a specified item.

We will not pay more than the item **sum insured** for any specified item.

If **you** claim for an item specified on **your schedule** **you** will need to provide proof of the item's value. **We** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help **you** do this.

5. To help us settle your claim

It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, **we** will either request proof of value:

- prior to providing cover for the item; or
- at the time of a loss.

See also **General Conditions** section of this policy booklet.

General Conditions

These conditions apply to all sections of the policy.

1. Important Notice - Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim,
- **we** may not pay any claim in full,
- **we** may revise the premium and/or change any **excess**, or
- the extent of the cover may be affected.

2. Your duty to prevent loss or damage

You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.

You must keep property that is insured under **your** policy in good condition.

Your policy is intended to cover **you** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

3. Your Policy

The following elements form the contract of insurance between **you** and **us**, please keep them in a safe place:

- **your** policy booklet;

- information contained on **your** "Information Provided by You" document as issued by **us**;
- **your schedule**;
- any **clauses** endorsed on **your** policy, as set out in **your schedule**;
- any changes to **your** Student insurance policy contained in notices by **us** at renewal; and
- the information under the heading "Important Information" which **we** provide to **you** when **you** take out or renew **your** policy.

4. Claims

Your duties

As soon as **you** are aware of an event or cause that is likely to lead to a claim under this policy, **you** must:

- a) tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number.
- b) contact **us** as soon as reasonably possible and in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage, and provide all the information and help **we** need to settle **your** claim.
- c) do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is then returned to **you**.

- d) call **us** if **you** receive any information or communication about the event or cause.
- e) avoid discussing liability with anyone else without **our** permission.

To help us settle your claim

It is **your** responsibility to prove any loss and therefore **we** may ask **you** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim.

Our rights

- a) **We** will be entitled, at **our** cost, but in **your** name, to:
 - take legal proceedings for **our** own benefit in respect of the cost of the claim, damages or otherwise; or
 - take over and conduct the defence or settlement of any claim.

We will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.

- b) No property may be abandoned to **us**.

Limit

For any claim or series of claims involving legal liability covered by this policy, **we** will pay:

- a) up to the limit shown on **your schedule** (less any amounts already paid by **us**); or
- b) any lower amount for which **we** can settle **your** claim.

Once **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred before the payment date, or reclaiming any costs and expenses incurred by **us**.

5. Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or can refuse to pay a claim and/or return premium to **you**, and **we** may cancel **your** policy immediately and back date the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

6. Other Insurance

If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **we** will not make any payment under **Occupiers, Personal and Employers Liability** until all cover under that other insurance is exhausted. For all other claims **we** will not pay more than **our** share even if the other insurer refuses the claim.

Important Note:

This condition will not have the effect of leaving **you** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

7. Cancelling this policy

Your right to cancel

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy and/or any additional cover options at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

To cancel, please call Customer Services on **0345 300 5898**.

Our right to cancel your policy

We (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy and/or any additional cover options, where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known postal and/or email address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium(s). If premium(s) are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter or from the start date if the initial payment is not made in full.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests. See the '**Claims**' section of the **General Conditions** section of this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the '**Information and changes we need to know about**' section within this policy booklet and the separate 'Important Information' notices supplied.

If **we** cancel the policy and/or additional cover options under this section, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important Note:

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

8. Your duty to keep to the conditions of this policy

To be covered by this insurance **you** must keep to the terms, conditions and **clauses** of this policy.

General Exclusions

These apply to all sections of the policy.

This policy does not cover:

1. War

any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

a) the use or threat of force and/or violence

and/or

b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This Terrorism exclusion applies only in respect of the **Contents, Personal Money and Credit and Debit Cards, Personal Belongings, Pedal Cycles and Personal Computer Equipment Sections** of this policy.

3. Other Actions

any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

any action taken in controlling, preventing, suppressing or in any way relating to

1) War or **2) Terrorism** above.

4. Radioactivity

loss, damage or liability which involves:

- a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic Bangs

loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. Pollution or Contamination

loss, damage or liability arising from pollution or contamination unless caused by:

- a) a sudden and unexpected accident which can be identified; or
- b) oil leaking from a domestic oil installation at the **home**.

7. Deliberate or Criminal Acts

any loss or damage

- deliberately caused by; or
- arising from a criminal act committed by;

you or any other person living with **you**.

8. Events before the cover start date

loss, damage, injury or liability which occurred before the cover under this policy started.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

What will happen if you complain

- **We** will acknowledge **your** complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you** to seek resolution by contacting:

- If **your** complaint is regarding the sale of **your** insurance, please call Customer Services on **0345 300 5898** or write to:
HSBC Customer Care Team
Customer Services Centre
PO Box 7463
Pitheavlis
Perth
PH2 0YX

and ask **your** contact to review the problem.

- If **your** complaint is regarding a claim please call Customer Relations on **0345 300 5899** or write to:
HSBC Customer Care Team
Customer Services Centre
PO Box 7463
Pitheavlis
Perth
PH2 0YX

and ask **your** contact to review the problem.

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

Telephone:

0800 023 4567 (Calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Customer comments

If **you** have any comments or suggestions about **our** cover, services or any other feedback, please write to:

Manager of Customer Relations
Aviva
PO Box 15
Surrey Street
Norwich NR1 3LN

We always welcome feedback so **we** can improve **our** products and services.

hsbc.co.uk

Issued by HSBC Bank plc

Customer Information:

PO Box 6201, Coventry, CV3 9HW

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You can get this in large print, audio and Braille by calling 0345 300 5898 (via Text Relay if appropriate).