

# HSBC Insurance Aspects: Mobile Phone Insurance

## Policy Terms and Conditions

### Effective from 1 November 2018

### Please read this policy document and keep it for reference

Please take time to read this booklet as it contains important information about HSBC Insurance Aspects – Mobile Phone Insurance and how to make a claim.

- ◆ Cover is for HSBC Insurance Aspects Holder(s)
- ◆ Maximum two claims per HSBC Insurance Aspects holder in a policy year
- ◆ A maximum limit of £1,000 applies to your phone in any one claim, less a £50 excess
- ◆ If you need to make a claim, call **0800 001 4278** (+44 1603 606 372 if calling from outside the UK)
- ◆ The IMEI number of your mobile phone will be required if you make a claim. You can find it by dialling **\*#06#** on your phones keypad, on the box or your receipt, or by contacting your network provider

# HSBC Insurance Aspects Mobile Phone Insurance

## Policy Terms and Conditions

### 1. Introduction

These are the terms and conditions for your HSBC Insurance Aspects Mobile Phone Insurance policy, underwritten by Aviva Insurance Limited ('we/us/our'), Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Whilst we are the insurer of this policy and will remain liable to you under the terms and conditions of this policy, we will use The Carphone Warehouse Limited as our agent to help us administer your policy and deal with claims.

These terms and conditions give you full details of what is covered, what is not covered and the limits and conditions that apply – you should read them and keep them in a safe place. If you fail to comply with these terms and conditions, we may refuse cover in the event of a claim.

#### **Do I need to register my mobile phone?**

If you wish, you can register your phone and its IMEI number with us, which will make it quicker and easier if you need to make a claim. To do this just visit [hsbc.co.uk/mobileinsurance](https://www.hsbc.co.uk/mobileinsurance) or call us on **0800 001 4278** (+44 1603 606 372 if calling from outside the UK). You can find your IMEI number by dialling **\*#06#** on your phone's keypad, on the box or receipt for your phone, or by contacting your network provider. Don't worry – you're covered whether you've registered or not, but you will need your IMEI number to claim.

### 2. Period of cover

Mobile Phone Insurance is available to you as an HSBC Insurance Aspects holder (the person(s) named on the HSBC bank account from which the monthly fee is deducted). Your cover will begin as soon as you become an HSBC Insurance Aspects holder, or 1st November 2018, whichever is later. This cover will end with effect from the first date on which any of the following happen:

- ◆ You cease to be a resident of the UK, the Channel Islands or the Isle of Man;
- ◆ You are no longer an HSBC Insurance Aspects holder;
- ◆ You are known to be, or reasonably suspected by us to be, acting fraudulently;
- ◆ HSBC removes this cover as a benefit of HSBC Insurance Aspects.

### 3. Meeting your needs

This product is designed to offer protection in the event of unexpected incidents. It meets the demands and needs of those who wish to insure their mobile phone against damage, theft and loss.

### 4. Your cover – what you need to know

This cover is for the phones you own (including phone contracts where you will become the owner at the end of the contract, or where you are responsible for any damage to the phone). If your HSBC Insurance Aspects is in joint names, cover is also provided for phones the other HSBC Insurance Aspects holder owns. There is no cover for any phones that you own as an employer, or that are owned by your employer.

## IMPORTANT:

1. We will pay a maximum of two claims for each HSBC Insurance Aspects holder in each policy year, which commences from the date your cover begins as detailed in section **2. Period of cover**, and every 12 months thereafter until the cover ends. You'll pay a contribution of £50 for each successful claim you make – this is called the excess, and we'll collect it from you before repairing or replacing your phone.
2. Cover is limited to phones that:
  - a. are the manufacturer's standard design and specification;
  - b. have SIM card capability and are able to make and receive telephone calls and SMS messages when connected to a mobile phone network;
  - c. cannot be used as a satellite phone; and
  - d. have not been manufactured wholly or partly from precious or semi-precious metals, stones or crystals.

## What is covered?

Cover	Included	Excess Applicable	Maximum we'll pay for a single claim
Damage, theft and loss	<ul style="list-style-type: none"> <li>◆ During the period of cover, we'll repair or replace your phone if it is damaged (sudden and unexpected damage that affects the way the phone works – including a cracked screen, liquid damage, or a deliberate act by someone other than you), or if it is lost or stolen.</li> <li>◆ If we replace your phone, we'll also replace your battery and charger if they are damaged, lost or stolen in the same incident as the phone (or if we replace your phone with a different make or model and this means you can no longer use them).</li> <li>◆ Cover applies worldwide, but we can only arrange a replacement phone when you're back in the UK (or the Channel Islands or the Isle of Man if you are resident there).</li> <li>◆ The replacement phones we provide are refurbished models which come with a warranty provided by The Carphone Warehouse Limited. For more information please see section <b>5. Making a claim</b>.</li> </ul>	£50	£1,000 (less the excess)

Cover	Included	Excess Applicable	Maximum we'll pay for a single claim
Unauthorised use	If we replace your phone following a valid claim for theft or loss, we'll also cover costs you have to pay due to unauthorised use of your phone in respect of calls, texts and mobile data incurred up to 24 hours after you realise your phone is missing (48 if you're abroad). You should report the loss or theft to your network provider as soon as possible, and you'll need to provide us with evidence of the charges.	n/a	£1,500 for monthly contracts and £150 for pay as you go

## Helping prevent theft and loss – what we expect from you

We know that being without your phone is inconvenient – that's why we cover most things that could happen to it. However, your phone is a valuable item and it's very attractive to thieves, so we expect you to do what you can to prevent your phone from being lost or stolen.

**Always keep your phone in your possession or in a safe place when you're away from home to prevent a person you don't know taking it without you seeing them or being able to stop them.**

Whilst we'll always consider the individual circumstances of claims for theft and loss, the following examples are intended to highlight the level of care we expect you to take in looking after your phone:

<b>In a restaurant while you go to the bar</b>	Don't leave your phone on the table. Take it with you or ask a friend to look after it.
<b>Leaving a parked car</b>	Don't leave your phone in view. Take it with you or place it out of sight of anyone looking in, preferably in the glove box or a concealed storage compartment, and make sure the vehicle is locked.
<b>By the pool or at the beach</b>	Don't leave your phone under a towel or in a bag on a sun lounger while you go swimming. Leave it locked in your room, preferably in a safe, or ask a friend to look after it.
<b>In the gym</b>	Don't leave it lying around in the changing room. Secure it in a locker or take it with you.
<b>In the workplace</b>	Don't leave it on a counter or desk. Lock your phone away or put it out of sight.
<b>Everywhere you go</b>	Avoid handing over your phone to a person you don't know, e.g. someone offering to take your picture, or asking to borrow your phone to make a call.

## What is not covered

1. Theft or loss of your phone where the circumstances of the claim suggest you have deliberately put the phone at risk (the examples above help to explain what this means).
2. Theft from an unattended vehicle unless the vehicle was locked and the phone concealed from view.
3. Any claim where you do not provide the IMEI number or the IMEI number you provide has previously been recorded as lost or stolen.
4. Mechanical or electrical breakdown unless caused by sudden and unexpected damage that affects how your phone works.
5. The first £50 of each and every successful claim (the excess).
6. Any claim for damage, theft, or loss which occurred before 1 November 2018 or the date you became an HSBC Insurance Aspects holder (whichever is later).
7. Any claim for a phone owned by your employer, or any claim for a phone you own as an employer.
8. Information stored on the phone such as photos, data, apps and music and/or the recompilation, reinstallation or retrieval of data.
9. Any loss related to you being unable to use your phone.
10. Cosmetic enhancements you've made to your phone, for example plating or embellishment with precious metals, stones or crystals.
11. Repair or replacement of any accessories used with or attached to your mobile phone, other than the battery and/or charger if they are damaged, lost or stolen in the same incident as the phone, or we have replaced your phone with a different make or model and this means you can no longer use them.
12. Any claim for a tablet or other portable electronic device that is not a mobile phone.
13. Financial loss you suffer because of your phone being used to access your bank account or mobile wallet, including the unauthorised use of contactless payment methods attached to your phone.
14. Cosmetic damage to the surface of the phone such as scratches and dents that don't affect how the phone works.
15. Any claim following damage:
  - a. you've caused deliberately;
  - b. caused by having the phone repaired by someone other than the manufacturer or one of their authorised repair agents;
  - c. caused by technical modifications made to the phone by someone other than the manufacturer;
  - d. caused by misuse or failure to follow the manufacturer's instructions;
  - e. caused by the use of software or accessories not approved by the manufacturer; or
  - f. caused by a virus, malware or similar malicious code introduced through a network or downloaded software.
16. Any damage that is covered by either the manufacturer's warranty or the warranty provided as part of a previous claim. Or a claim that is the result of a manufacturer's defect or recall of your phone.
17. Any claim caused because of your phone being confiscated by an authority such as the police or border control.
18. The costs of any unauthorised use incurred after 24 hours of you discovering the phone is missing (48 hours if you are abroad at the time of the loss or theft).

19. Any claim where you have failed or refused to provide documents or other information necessary to support and/or verify your claim.
20. 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:
  - a. war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - b. terrorism;
  - c. any action taken in controlling, preventing, suppressing or in any way related to a. and b. above.

## 5. Making a claim

### What you need to do

Please contact us as soon as you can when you discover theft, loss, or damage. Visit [hsbc.co.uk/mobileinsurance](https://www.hsbc.co.uk/mobileinsurance) or call **0800 001 4278** (+44 1603 606 372 if calling from outside the UK).

<b>Your Excess</b>	<ul style="list-style-type: none"> <li>◆ You'll be asked to pay a contribution of <b>£50</b> for each successful claim – this is called the policy excess and it must be paid before we repair or replace your phone.</li> </ul>
<b>The IMEI number</b>	<ul style="list-style-type: none"> <li>◆ You will need to confirm the IMEI number of your phone when you make your claim. You can obtain this from your phone by dialling <b>*#06#</b>. You can also find it on the box, your receipt, or by contacting your network provider.</li> </ul>
<b>Your phone</b>	<ul style="list-style-type: none"> <li>◆ If your claim is for damage, to keep your data safe and make sure your phone is repaired or replaced as quickly as possible, please complete the following checklist before sending the handset in for assessment:           <ul style="list-style-type: none"> <li>• <b>Back up your phone</b></li> <li>• <b>Remove any screen locks and/or passcodes</b></li> <li>• <b>If your phone has a security feature, for example 'Find My iPhone' this needs to be disabled</b></li> <li>• <b>Remove and keep any accessories including SIM cards, Micro SD storage cards, and cases</b></li> <li>• <b>Charge your battery</b></li> <li>• <b>To ensure your data is fully protected, perform a factory reset on your phone before returning it to us</b></li> </ul> </li> </ul> <p>We'll explain this process during your claim and we'll check that all security features have been disconnected before arranging your repair or replacement. <b>We will not be able to complete a repair or send you a replacement until we can confirm the security features have been removed.</b></p>

<p><b>If your phone has been lost or stolen</b></p>	<ul style="list-style-type: none"> <li>◆ If your phone has been lost or stolen you should report the theft or loss to the network provider as soon as possible to limit the costs of any unauthorised use. We will need verification from the network provider that the phone is blacklisted so that no one else can use it.</li> <li>◆ If your phone has been stolen, you must report it to the police and request a crime reference number (CRN) before the claim is submitted. You will be required to provide the CRN to substantiate the claim. If a CRN cannot be obtained, please call us on <b>0800 001 4278</b> (+44 1603 606 372 if calling from outside the UK).</li> <li>◆ Where a lost or stolen phone is recovered you may keep the replacement phone you were provided with, but the recovered phone must be returned to us. If this happens please call us on <b>0800 001 4278</b> (+44 1603 606 372 if calling from outside the UK) for advice on returning the phone.</li> <li>◆ <b>Please note, we will block the IMEI number of any lost or stolen phone and will monitor this on an on-going basis after your claim has been settled. If we discover the IMEI has been unblocked at a later date, we will investigate this and seek to recover our property.</b></li> </ul>
<p><b>Information to support your claim</b></p>	<ul style="list-style-type: none"> <li>◆ You may be required to provide information, documents or receipts reasonably necessary to support and/or verify the claim, including proof of ownership. This may include providing information in writing and/or through a telephone interview with a claims investigator. You should refer to section <b>9. Data Protection</b> for further details on how we will use personal information.</li> <li>◆ If claiming for unauthorised use, you must provide evidence of the charges.</li> </ul>

## How your claim will be settled

1. If your phone is damaged during the period of cover, we'll either:
  - a. Repair it if it can be repaired; or
  - b. If it costs more to repair your mobile phone than replace it, we'll replace it.
2. If your mobile phone is lost or stolen during the period of cover, we'll replace it.
3. You can request a temporary mobile phone to use whilst your mobile phone is being repaired. The temporary mobile phone we provide will have basic call and SMS messaging capability and is unlikely to be the same specification as your mobile phone.
4. Repaired and replacement phones will only be sent to UK addresses, or the Isle of Man or Channel Islands if you are resident there.
5. Where the phone is repaired or replaced in accordance with these terms and conditions, you will receive information on how to contact our technical support service for assistance in setting up your handset, should you need it.

<p><b>Phone repairs</b></p>	<ul style="list-style-type: none"> <li>◆ If we decide to repair your mobile phone, repairs will be made using readily available parts. Where possible we will use original parts but in some cases, unbranded parts may be used.</li> <li>◆ The Carphone Warehouse Limited will provide you with the following warranty on your phone once a repair has been completed:             <ol style="list-style-type: none"> <li>a. The parts and labour involved in any repairs completed under this policy will be guaranteed for a period of 12 months; and</li> <li>b. In the event that repairs completed under this policy invalidate any remaining manufacturer's warranty you have in place, The Carphone Warehouse Limited will repair or replace your phone as necessary and in accordance with the terms of the manufacturer's warranty for the period of time you had left on the warranty when the claim occurred.</li> </ol> </li> </ul> <p>This warranty does not form part of the contract of insurance. Repairs under the warranty do not affect your insurance claims limit and there is no excess to pay. In the event that your phone develops a fault within this warranty period, please contact The Carphone Warehouse Limited on <b>0800 001 4278</b> (+44 1603 606 372 if calling from outside the UK).</p> <ul style="list-style-type: none"> <li>◆ Please note that you may lose any data stored on your handset, therefore data should be backed up before sending the handset in for repair.</li> <li>◆ We won't cover the costs of any repairs carried out by you or persons not authorised by us.</li> </ul>
<p><b>Replacement phones</b></p>	<ul style="list-style-type: none"> <li>◆ Your original phone will become our property if we issue a replacement. If you are resident in the UK and we haven't already collected your old phone for assessment, it will be collected when the replacement phone is delivered. If you are a resident of the Channel Islands or the Isle of Man you will need to send us your original phone before we issue a replacement, please contact us on <b>0800 001 4278</b> (+44 1603 606 372 if calling from outside the UK) for details of how to return your mobile phone.</li> <li>◆ Where we replace your phone, we'll always try to provide you with the same make and model of phone, although it might be a different colour. In the unlikely event that our suppliers don't have your phone in stock, we'll offer you an alternative phone. This will be of at least equivalent technical specification but may be a different make, model or operating system or have different features and functions. In the unlikely event that we are unable to source a suitable replacement, we may at our sole discretion, make a settlement in vouchers or cash up to a maximum of £1000 (less the excess), based upon the price you paid or the current retail value of the phone, whichever is less.</li> </ul>

### Replacement phones (continued)

- ◆ Our replacement phones are refurbished models which come with a warranty provided by The Carphone Warehouse Limited. The warranty will match either the period of time you had left on your original phone's manufacturer's warranty or 12 months, whichever is greater. The warranty does not form part of the contract of insurance. Repairs under this warranty do not affect your insurance claims limit and there is no excess to pay. In the unlikely event that your replacement phone develops a fault, please contact The Carphone Warehouse Limited on **0800 001 4278** (+44 1603 606 372 if calling from outside the UK). The team will guide you through some checks and if the issue cannot be resolved over the phone, they will arrange for your phone to be returned for repair.
- ◆ All refurbished stock will be in an 'as new' condition. In the unlikely event that the replacement phone you receive has cosmetic damage when you receive it, you must notify us within 72 hours of accepting the delivery. If you notify us later than this, we may deem the damage to have occurred after the phone was received by you. Cosmetic damage to the replacement phone we have provided you with is not covered under the warranty.
- ◆ Replacement phones will not include any stored information you added to your original phone, including (but not limited to) any data, downloads, videos, music, or applications.

## 6. Other Information you need to know

### General Conditions

1. You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out and make changes to your policy, and when you make a claim.
2. You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not insured under the policy has no rights under this policy to enforce any of its terms whether under statute or otherwise.
3. We may take proceedings at our own expense and for our own benefit, in your name, to recover any payment we have made under this policy.
4. If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, we are entitled to approach that insurer for a contribution towards the claim.
5. 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 we will not pay the claim and we will pass details to HSBC which may, at its discretion, cancel your HSBC Insurance Aspects.

## Changes to your policy

We may, at any time and after taking a fair and reasonable view, make changes to your policy cover and/or terms and conditions of insurance to:

- a. reflect changes in our expectation of the future cost of providing cover and administering your policy;
- b. reflect changes (affecting us or your policy) in the law, regulation or the interpretation of law or regulation;
- c. reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which we intend to comply; and/or
- d. make them clearer and fairer to you or to rectify any mistakes that may be discovered in due course.

Changes will be notified to you in writing at least 30 days before they become effective. Policy cover may be increased or decreased. If HSBC decides to remove Mobile Phone Insurance from HSBC Insurance Aspects or change to another insurance provider, you will be given at least 30 days' notice in writing. If you do not accept the changes you can cancel HSBC Insurance Aspects in accordance with the procedure set out in the section titled **4. Making changes** of the HSBC Insurance Aspects Terms and Conditions.

## Cancellation – your right to cancel

This cover forms a core part of HSBC Insurance Aspects and it cannot be cancelled in isolation. If you wish to cancel this insurance, you will need cancel Insurance Aspects in full, which you may do by contacting HSBC on **03457 404 404**.

## Choice of law

This agreement is governed by the laws of England and Wales, except where you and we agree otherwise or where at the date of the contract you are resident in Scotland, Northern Ireland, the Isle of Man, or the Channel Islands, in which case the laws of that country will apply.

## Telephone call recording

To help us continually improve our service, and for your and our joint protection, telephone calls may be recorded and/or monitored.

## Use of language

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

# 7. Complaints procedure

## Sales and service

If you have any cause for dissatisfaction regarding the administration of your HSBC Insurance Aspects policy or about the way in which the policy was sold, then please refer to the 'How to complain' section in your HSBC Insurance Aspects Terms and Conditions.

## Mobile phone insurance

### 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 that 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 mobile phone insurance claim we would encourage you, in the first instance, to seek resolution by contacting us:

- ◆ By telephone: **0800 001 4278** (+44 1603 606 372 if calling from outside the UK)
- ◆ In writing either via **hsbc.co.uk/mobileinsurance** or by letter addressed to:

**HSBC Insurance Aspects  
Aviva Mobile Phone Insurance  
PO Box 689  
550 Broadway  
Salford  
M5 0PD**

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** (free from landlines) or **0300 123 9123**.

Or simply visit their website at **financial-ombudsman.org.uk**

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

## 8. Financial Services Compensation Scheme

We are members of 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. For further information about the scheme please visit **fscs.org.uk** or call the FSCS on **020 7741 4100** or **0800 678 1100**.

## 9. Data protection

### HSBC Privacy Overview

HSBC's Privacy Notice explains how HSBC collects, uses, discloses, transfers, and stores your information, and sets out your rights in relation to your information. A copy of HSBC's Privacy Notice is available separately and HSBC will inform you when any changes are made to it. You can find an overview in your HSBC Insurance Aspects Terms and Conditions, or the full Privacy Notice copy at [hsbc.co.uk](https://hsbc.co.uk) or you can ask for a copy in branch or by telephone.

### Aviva Privacy Notice

Aviva Insurance Limited (Aviva) is the insurer of HSBC Aspects Mobile Phone insurance. Aviva collects and uses personal information about you so that they can provide you with a policy that suits your insurance needs. Some of this information may be collected directly from you and some may be collected from other sources including HSBC, for example, during the sale of the policy. Aviva is the data controller in respect of your personal information that it has received from HSBC, 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 full privacy policy at [aviva.co.uk/legal/privacy-policy](https://aviva.co.uk/legal/privacy-policy). Additional controllers include any applicable reinsurers.

This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [aviva.co.uk/legal/privacy-policy](https://aviva.co.uk/legal/privacy-policy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

### Personal information Aviva collects and how we will use it

The Insurer will use your personal information:

- ◆ to provide you with insurance: to administer your policy and handle any claims;
- ◆ to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes customer analytics and profiling);
- ◆ to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims; and
- ◆ to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example any joint HSBC Insurance Aspects holders. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your mobile phone. If a claim is made we will also collect personal information about the claim from you and any relevant third parties.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we collect as part of this application may be provided to us by a third party including HSBC Bank UK plc. This may include information already held about you and your mobile phone within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

## **How we share your personal information with others**

We may share your personal information:

- ◆ with the Aviva group, our agents and third parties who provide services to us, HSBC UK Bank plc and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services;
- ◆ with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation;
- ◆ with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes; and
- ◆ with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area (“EEA”). We’ll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

## **How long we keep your personal information for**

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

## **Your rights**

You have various rights in relation to your personal information, including the right to request access your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us. Our contact details are shown below.

## **Contacting us**

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

## 10. Fraud

If you make a claim under this policy knowing the claim to be dishonest or intentionally exaggerated or fraudulent in any way, or if you give any false declaration or statement to support the claim, we will not pay the claim and we will pass details to HSBC UK Bank Plc who may, at its discretion, close your HSBC Insurance Aspects. We reserve the right to tell the police about any dishonest claim. If we settle a claim that we subsequently discover to be fraudulent, we will take steps to recover our costs from you.

### **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- ◆ Share information about you with other organisations and public bodies including the police;
- ◆ Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We can supply on request further details of the databases we access or contribute to. If you require further details please contact us at:

**HSBC Insurance Aspects**  
**Aviva Mobile Phone Insurance**  
**PO Box 689**  
**550 Broadway**  
**Salford**  
**M5 0PD**

We and other organisations may also search these agencies and databases to:

- ◆ Help make decisions about the provision and administration of insurance and related services for you and members of your household;
- ◆ Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- ◆ Check your identity to prevent money laundering, unless you give us other satisfactory proof of identity.

## Customers with disabilities

This document is available in large print, audio and Braille. Please Contact us on **03457 404 404** (Text-phone 03457 125 563). We will be pleased to organise an alternative version for you.

**hsbc.co.uk**

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Customer Information: PO Box 6201, Coventry CV3 9HW

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