# **HSBC Select and Cover Policy Terms and Conditions**



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# 1. Introduction

# The contract of insurance

The following elements form the contract of insurance between you and the underwriter(s) as set out in '7. Policy cover'. These documents give you full details of what is covered, what is not covered, and the limits and conditions that apply. Please read them and keep them safe:

- Policy Terms and Conditions;
- · Payment confirmation;
- Policy schedule;
- Any changes to your HSBC Select and Cover policy contained in notices issued by us in accordance with the changes set out in '6. Making changes to your policy'; and
- The information under the heading "Important Information" and "Privacy Notice" which we provide to you when you take out, or at Anniversary of your policy, which can also be found here: https://www.hsbc.co.uk/insurance/products/select-and-cover/.

In return for paying the premium, you will be provided with the cover shown in your current policy schedule and described in these Terms and Conditions for events happening during the period of cover. The provision of insurance under this policy is conditional upon you observing and fulfilling the Terms and Conditions of your policy.

# Changes we need to know about

You must take reasonable care to provide complete and accurate answers to any questions asked when you take out or make changes to your policy. You must tell HSBC about any of the following changes:

- 1. You are no longer a UK resident
- 2. You change your main home address
- 3. You change your email address (if you have selected online documents)
- 4. You change your bank details
- 5. You change your name

These changes affect our ability to maintain and service **your** policy. If the information provided by **you** is not complete and accurate, **HSBC** may cancel **your** policy immediately and/or the **underwriter(s)** may refuse to pay a claim. If **you** do not inform **HSBC** about a change it may affect any claim **you** make.

# Changes we can make

After taking a fair and reasonable view, at any time **HSBC** and/or the **underwriter(s)** may make changes to **your** premium, policy cover and/or policy Terms and Conditions, to:

- 1. reflect changes in the expectation of the future likely cost of providing cover;
- 2. make them clearer and fairer to you or to rectify any mistakes that may be discovered in due course;
- 3. reflect changes (affecting **HSBC** and/or the **underwriter(s)**) in the law or regulation, or the interpretation of law or regulation or changes in taxation;
- 4. reflect decisions or recommendations that have been made by an ombudsman, regulator or similar person, or any code of practice, with which **HSBC** and/or the **underwriter(s)** intends to comply.
- 5. withdraw an **Option** from HSBC Select and Cover. If this happens **HSBC** may remove the **Option** from **your** policy, and reduce **your** premium accordingly. In this event **you** will be given at least 90 days' notice.

Your premiums may go up or down but HSBC will not recover past expenses.

Any changes agreed during the period of cover and made to your policy will not result in a new contract of insurance.

Unless otherwise stated above, any change made under this section will be notified to **you** in writing at least 30 days in advance. **You** are free to cancel **your** policy at any time in accordance with the 'Your right to cancel' section of '5. Cancelling your policy'.

# 2. Making a claim

Please contact us as soon as possible after discovering the incident to report a claim.

To make a claim call 0345 302 8387 within the UK or 0044 1603 603323 outside the UK (calls may be monitored or recorded).

If you have HSBC Select and Cover Worldwide Travel and an insured person is injured or falls ill whilst away, please contact the **24 Hour Medical Emergency Assistance helpline** on **01603 208951** within the UK or **0044 1603 208951** if outside the UK.

Detailed information about how to make a claim can be found within the 'Making a claim' sections in '7. Policy cover'.

# 3. Your policy – What you need to know

# **Policy definitions**

Some of the words and phrases in this document have a specific meaning. Wherever the following words or phrases appear in bold in these Terms and Conditions, this is what we mean:

Child, Children	Any dependant under 18 years of age who lives at home with you (or under 23 if still in full time education and living at home with you outside of term time).	
Family	Your husband or wife, domestic or civil partner who lives with you at the same address; and	
	<ul> <li>Any dependant under 18 years of age who lives at home with you (or under 23 if still in full time education and living at home with you outside of term time).</li> </ul>	
HSBC	HSBC UK Bank Plc, registered in England number 9928412. Registered Office: 1 Centenary Square, Birmingham, B1 1HQ.	
Insured person	You;	
	• Your husband or wife, domestic or civil partner who lives with you at the same address; and	
	<ul> <li>Any dependant under 18 years of age who lives at home with you (or under 23 if still in full time education and living at home with you outside of term time).</li> </ul>	
Option(s)	Each individual cover available within the HSBC Select and Cover suite of products	
Policy anniversary	The anniversary of the policy start date shown on your current policy schedule.	
Partner  Your husband or wife, domestic or civil partner who lives with you at the same address. This does include any business partners or associates.		
Underwriter(s)	The companies HSBC UK Bank Plc have chosen to provide the insurance covers on your policy, as shown in '7. Policy cover'.	
You, your	The policyholder named on your current policy schedule.	

# Policy eligibility

In order to be eligible for this policy:

- You must be a UK resident (England, Wales, Scotland, and Northern Ireland);
- You must be aged 18 years or over; and
- Your main residence must be the address shown on your current policy schedule.

The cover provided by each **Option** is for **you** and **your family**, who live at the address shown on **your** current policy schedule. Cover for **children** will cease on the **policy anniversary** following their 18<sup>th</sup> birthday (or 23<sup>rd</sup> if still in full time education and living at home with **you** outside of term time).

Each **Option** has its own eligibility criteria which can be found in '7. Policy cover'. Please read the policy cover sections for each **Option you** have chosen carefully. **You** should regularly review the **Options** that **you** have selected and check that the cover still meets **your** needs.

A minimum of three **Options** must be selected by **you** at all times within the period of cover. If **you** are unable to choose three **Options** which meet **your** needs, **you** should consider cancelling **your** HSBC Select and Cover policy.

There are certain times where a change in **your** circumstances means that **you** are no longer eligible for cover, and **HSBC** or an **underwriter** may remove an **Option** from **your** policy. Each **Option you** have selected has its own eligibility criteria detailed within '7. Policy cover', describing when this may happen and how **your** policy will be affected.

# **General conditions**

The following conditions apply to **your** HSBC Select and Cover policy. Other conditions apply which are specific to each HSBC Select and Cover **Option**. Please also read '7. Policy cover' for the full list of conditions which apply to **your** policy.

- 1. **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.
- 2. The **underwriter(s)** may take proceedings at the **underwriter(s)** own expense and for its own benefit, in **your** or any **insured person's** name, to recover any payment it has made under this policy.
- 3. Where any **insured person** fails to co-operate with the **underwriter** or provide information or documentation the **underwriter** reasonably requires, and this affects the **underwriter's** ability to process a claim or defend its interests the **underwriter** will not pay the claim, may refuse to continue **your** cover, and will pass details to **HSBC** which may, at its discretion, cancel **your** policy.
- 4. If an **underwriter** refuses to continue **your** cover the **Option** will be removed from **your** policy. **Your** premium will be adjusted accordingly, and cover will remain in force for any remaining **Options**.
- 5. Where an **underwriter** removes an **Option** from **your** policy for any reason stated within these Terms and Conditions and it reduces the number of **Options** in **your** selection to fewer than three, unless otherwise stated in '7. Policy cover', **you** must increase the number of **Options** in **your** selection back to three or more the next time **you** make a change to **your** selection, or at **your** next **policy anniversary** (whichever is sooner). If this happens **you** will be provided with a minimum of 30 days notice to make the required

changes to **your** policy. Failure to bring the number of **Options** in **your** selection back to three or more will result in the cancellation of **your** policy in accordance with the reasons listed in paragraph e under the title 'Our right to cancel' in '5. Cancelling your policy'.

# 4. Period of cover

Cover begins on the start date shown on your current policy schedule for each Option selected.

Cover under each **Option** will continue as described in these Terms and Conditions until the **Option** is removed by **you** or the **underwriter**, or **your** policy is cancelled by **you** or **HSBC**.

# 5. Cancelling your policy

# Your right to cancel

- a. **You** can cancel **your** policy within 30 days of the policy start date (or from when **you** receive **your** documents, whichever is later). If **you** decide to cancel within these 30 days **you** will receive a full refund of any premium **you** have paid providing no successful claims have been made on **your** policy.
- b. If there has been a successful claim on **your** policy or **you** wish to cancel after the first 30 days, **you** can cancel **your** policy with immediate effect at any time and will receive a refund for any unused days **you** have already paid for. Subject to HSBC Select and Cover still being available to purchase, you'll be able to repurchase it no sooner than six months from the date **your** cancellation becomes effective.

To cancel **your** policy visit **www.hsbc.co.uk/insurance/products/selectandcover** or call us on **0345 051 1351** (opening hours 8am to 6pm, Monday to Friday, excluding public holidays, calls may be monitored or recorded), or write to us at HSBC Customer Services Centre, BX8 7HB.

# **Dual insurance**

In the event that **you** wish to remove an **Option** having discovered **you** already have the same cover elsewhere, please call us on **0345 051 1351**. The refund **you** receive will depend on **your** individual circumstances, including how long **you**'ve been dual insured for, whether **you**'ve made any claims, and which **Option** is affected. In all cases, refunds will not exceed the associated premium backdated to when the dual insurance started or **your** last **policy anniversary** (whichever is later).

# Our right to cancel

**HSBC** (or any agent appointed and who acts with **HSBC's** specific authority) may also cancel this policy where there is a valid reason for doing so by sending written notice to **your** last known address or email address explaining the reasons. Valid reasons include, but are not limited to:

- a. Where a premium is not paid on time. If this happens **you** will be contacted by letter or email to notify **you** of this. If the payment is not received within 14 days from the date of the letter or email **your** policy will be cancelled from the date the premium was due without the need for any further notice to be given to **you**. Subject to HSBC Select and Cover still being available to purchase, you'll be able to repurchase it no sooner than six months from the date **your** cancellation becomes effective.
- b. Where you;
  - i. are no longer eligible for HSBC Select and Cover and HSBC has been made aware of this; and/or
  - ii. have no remaining Options in your selection;

your policy will be cancelled with immediate effect. This is to ensure that you are not paying for cover that you cannot use.

- c. Where **HSBC** or the **underwriter(s)** reasonably suspect fraud or where any person insured by this policy has failed to provide complete and accurate information as required by the 'Changes we need to know about' section of '6. Making changes to your policy', the **underwriter(s)** may refuse any claim and **HSBC** may cancel **your** policy immediately. Where **you** or the **insured person's** actions are deliberate or reckless **you** will not be entitled to a refund. **HSBC** and/or the **underwriter(s)** may also take legal action against **you**;
- d. Where any **insured person** fails to co-operate with the **underwriter** or provide information or documentation the **underwriter** reasonably requires, and this affects their ability to process a claim or defend its interests the **underwriter** will pass details to **HSBC** which may, at its discretion, cancel **your** policy;
- e. Where the number of **Options** in **your** selection has fallen below the minimum of three and **you** have not increased the number in **your Option** selection to three or more following **HSBC's** request for **you** to do so;
- f. Where we are notified of **your** death **your** policy will be cancelled with immediate effect;
- g. Where **HSBC** decides to withdraw HSBC Select and Cover. If this happens **HSBC** will either:
  - i. Offer you an equivalent alternative policy (which does not disadvantage you); or
  - i. Not offer **you** an equivalent alternative policy. In this event **you** will be given at least 90 days' notice.

Unless otherwise stated above, if **HSBC** cancels **your** policy **you** will be given at least 30 days written notice to the last known home or email address **you** have provided to **HSBC**.

Unless otherwise stated above, if **HSBC** cancels **your** policy **you** will be entitled to a proportionate refund based upon the number of unused days for which **you** have paid.

# 6. Making changes to your policy

# Changes you can make

To make changes to **your** policy selection **Options** visit **www.hsbc.co.uk/insurance/products/selectandcover**, or any HSBC branch, or call us on **0345 051 1351** (opening hours 8am to 6pm, Monday to Friday, excluding public holidays, calls may be monitored or recorded).

When **you** make a change, we'll let **you** know how it affects **your** premium. If **you** make a change to your selected **Options**, any changes to **your** payments will always be calculated on a daily basis and there are no admin fees, meaning **you**'ll only ever pay for the time that **you**'ve been covered.

You'll always need to keep a minimum of three Options in place.

In the 30 days before **your policy anniversary you** can make as many changes to **your** selection as you like to become effective from **your policy anniversary**, but for the rest of the year there are certain restrictions. These are described below:

# 1. Policy cooling off

A cooling off period of 30 days applies to **your** HSBC Select and Cover policy. The cooling off period starts from the date **you** take out **your** policy or from when **you** receive **your** documents, whichever is later. Within this cooling off period **you** can change **your** selection by adding any available **Options**, or removing any **Options** that **you** have selected.

- a. If you add an Option within this cooling off period, the change will become effective immediately.
- b. If **you** remove an **Option** within this cooling off period, **you** will receive a full refund of any associated premium **you** have paid providing there have been no successful claims on the **Option**. If a claim has been made, **you** can remove the additional **Option** as detailed in points 3. and 4. below.

# 2. Adding an Option outside of your cooling off period

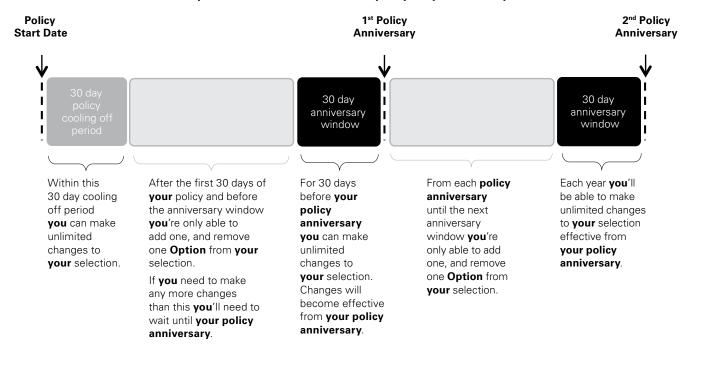
After **your** policy cooling off period **you** can add an additional HSBC Select and Cover **Option** with immediate effect. **You**'ll only be able to do this once before your next **policy anniversary**. A cooling off period of 30 days will apply to any new **Option you** select. Within these 30 days **you** can remove the additional **Option** if **you**'ve changed your mind, and will receive a full refund of any associated premium **you** have paid providing there have been no successful claims on this **Option**. If a claim has been made, **you** can remove the additional **Option** as detailed in points 3. and 4. below. The cooling off period on any new **Option** starts from the date **you** make the change or from when **you** receive your revised documents, whichever is later.

# 3. Removing an Option outside of your cooling off period

Outside of any 30 day cooling off period, **you** can remove an **Option** with immediate effect. **You** will only be able to do this once before your next **policy anniversary**, and **you** will not be able to repurchase the same **Option** for six months or until **your** next **policy anniversary** (whichever is sooner).

# 4. Policy anniversary

We will write to **you** 30 days before each **policy anniversary** to remind **you** which **Options you** have in place. Within this anniversary window **you** won't be able to make any changes to **your** selection to become effective immediately, but **you** can add and remove any available HSBC Select and Cover **Options** to become effective from **your policy anniversary**.



# 7. Policy cover

# **Motor Breakdown**

This **Option** only applies when shown on **your** current policy schedule.



# **About this Option**

Sections A & B and any additional services in this HSBC Select and Cover Motor Breakdown **Option** are provided by RAC Motoring Services. Registered no 01424399. Sections C, D & E, in this HSBC Select and Cover Motor Breakdown **Option** are underwritten by RAC Insurance Ltd Registered no 2355834. Registered in England. Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# **Motor Breakdown – Definitions**

In addition to the Policy definitions in '3. Your policy – What you need to know', wherever the following words or phrases appear in **bold** in this policy cover section, they will have the meanings described below:

Beyond economical repair	When the total cost required to repair the <b>vehicle</b> , including any taxes, is greater than the <b>market value</b> of the <b>vehicle</b> . If the <b>vehicle</b> has <b>broken down</b> or had a <b>road traffic collision</b> in <b>Europe</b> , the total cost required to repair the <b>vehicle</b> will be based on the estimate for repair provided by the service provider in the applicable country in <b>Europe</b> where the <b>breakdown</b> or <b>road traffic collision</b> has occurred.	
Breakdown, Breaks down, Broken down	An event that stops the <b>vehicle</b> from being driven because of a mechanical or electrical failure (including battery failure, running out of fuel, flat tyres and misfuel) but not as a result of a <b>road traffic collision</b> , fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the driver of the <b>vehicle</b> (other than running out of fuel, misfuel or battery failure), or any key related issue (other than keys locked in the <b>vehicle</b> ).	
Call-out, Claim	Each separate request for service or benefit for cover under any section of this HSBC Select and Cover Motor Breakdown <b>Option</b> .	
Caravan, Trailer	Any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high.	
Europe	The mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean sea.	
Home	The address in the UK where <b>you</b> live permanently.	
Journey	A trip to <b>Europe</b> which begins and ends on return from <b>home</b> .	
Market value	The market value in the UK, as reasonably determined by the <b>RAC</b> in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as the <b>vehicle</b> .	
RAC	For Sections A and B means RAC Motoring Services;	
	<ul> <li>For Sections C, D &amp; E means RAC Insurance Limited;</li> </ul>	
	<ul> <li>For Additional Services means RAC Motoring Services; and</li> </ul>	
	• In each case any person employed or engaged to provide certain services on their behalf.	
Reimburse, Reimbursement	Reimbursement by the <b>RAC</b> under the reimbursement process.	
Road traffic collision	For the purpose of Section E only, a traffic collision in <b>Europe</b> that immobilises the <b>vehicle</b> ; and	
	For all other sections, means a traffic collision involving a <b>vehicle</b> within the <b>UK</b> .	
UK	England, Wales, Scotland, Northern Ireland, and for the purpose of this HSBC Select and Cover Motor Breakdown <b>Option</b> includes the Channel Islands and the Isle of Man.	
Vehicle(s)	A <b>UK</b> registered vehicle that is it is either:	
	• a car, light van or motorhome that is less than 3.5 tonnes, 7m (23ft) long including a tow bar, and 2.55 metres wide; or	
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is a motorcycle over 49cc and is not a mobility scooter.

# Motor Breakdown – What you need to know

This **Option** is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future. All requests for service must be made directly to the **RAC**.

# Motor Breakdown eligibility

This HSBC Select and Cover Motor Breakdown **Option** covers **you**, **your partner** and **your children** as drivers or passengers in any **vehicle**.

#### Limits and excesses

- Cover under this HSBC Select and Cover Motor Breakdown **Option** is subject to limits on:
- 1. When a **claim** can be made:
  - a. No claim is permitted under Section A if the breakdown occurred prior to purchasing this HSBC Select and Cover Motor Breakdown Option;
  - b. In order to make a **claim** under Section C (Onward Travel), the **RAC** must have first attended under Section A (Roadside and Recovery) or B (At Home).
- 2. The amount that is covered for certain types of **claims** or for certain sections, as set out in this HSBC Select and Cover Motor Breakdown **Option** and as shown on **your** current policy schedule.
- There is no excess for any Motor Breakdown call out or claim.

# **Additional benefits**

# Urgent message relay

If the **vehicle** has **broken down** and an **insured person** needs to get in touch with friends and family urgently, the **RAC** will get a message to them.

# Replacement driver

If an **insured person** becomes ill during a journey in the **UK** and no one within the party can drive the **vehicle**, the **RAC** may be able to provide a replacement driver. This service is discretionary, and the **RAC** will decide whether or not to provide this service.

# **Additional services**

The **RAC** can provide additional services that are not included in **your** HSBC Select and Cover Motor Breakdown **Option** but the **RAC** will charge for these, for example to:

- 1. Purchase replacement parts;
- 2. Pay for specialist equipment, i.e. equipment that is not normally required by the **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment;
- 3. Extend the hire time for a replacement car; or
- 4. Arrange a second or extended recovery.

If an **insured person** needs extra help, the **RAC** will agree the costs up front and will need full payment before the **RAC** can help. If **you** took out the HSBC Select and Cover Motor Breakdown **Option**, **you** will be responsible for any additional charges. This means if the **RAC** help someone under **your** HSBC Select and Cover Motor Breakdown **Option** and they cannot pay, the **RAC** will invoice **you**. This is why the **RAC** request proof of identity at the **breakdown**.

# Motor Breakdown - Your cover

# **Hire Car Terms**

# What is covered

Certain sections of this HSBC Select and Cover Motor Breakdown **Option** include the supply of a hire car. Where a hire car is available as a covered benefit it will be shown on **your** policy schedule and the following terms will apply:

- The RAC will arrange and pay for a hire car (up to limit as shown on your current policy schedule or until the vehicle has been fixed if sooner) but cannot guarantee this and may offer more than one hire car. The category of the type of hire car which the RAC will arrange is shown on your current policy schedule.
  - In **Europe**, the **RAC** will arrange and pay for a hire car similar to the **vehicle you** are driving, but cannot guarantee this and may offer a small hatchback or more than one hire car;
- 2. If the **insured person** is not eligible for a hire car arranged by the **RAC** for any reason, such as not meeting the hire car provider's terms (e.g. they have points on their driving licence), and choose to hire a car themselves, they should let the **RAC** know before they hire a car, and then provided the **RAC** have agreed the cost, the **RAC** will **reimburse** the cost up to £35 per day;
- Where the RAC arrange a hire car the RAC will pay the insurance and collision damage waiver (this covers the cost of damage but the insured person would still need to pay the excess).

# What is not covered

In addition to anything excluded in 'Motor Breakdown – Conditions and exclusions which apply to this whole **Option**', there is no cover for:

- Any specific car make, model or accessories, including tow bars; or
- 2. Any cost of:
  - a. delivery and collection of the car hire and any fuel used;
  - b. fuel while using the car hire; or
  - c. any insurance excess and additional costs.

# A. Roadside and Recovery

# What is covered

HSBC Select and Cover Motor Breakdown includes cover for Roadside and Recovery.

If the **vehicle breaks down** within the **UK** more than a quarter of a mile from **your home**, the **RAC** will:

- 1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
- 2. If the RAC are unable to repair the vehicle at the roadside, the RAC will recover the vehicle and the insured person and up to seven people travelling in the vehicle to a single destination chosen by the insured person within the UK. For long distances the RAC may use more than one recovery vehicle;

If the **RAC** recover the **vehicle** to a garage, the **RAC** will **reimburse** the **insured person** for taxi costs for the **insured person** and up to seven people travelling in the **vehicle** to continue the journey to a single destination within 20 miles.

Please note, recovery must be arranged with the **RAC** while the **RAC** are at the scene.

# Caravans or Trailers

If a **caravan** or **trailer breaks down** within the **UK** more than a quarter mile from **your home**, the **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

The **RAC** will not provide any other cover under this HSBC Select and Cover Motor Breakdown **Option** if a **caravan** or **trailer breaks down**. However if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it the **RAC** will recover the **caravan** or **trailer** as well.

# What is not covered

In addition to anything excluded in 'Motor Breakdown – Conditions and exclusions which apply to this whole **Option**', there is no cover for:

- 1. The cost of any replacement parts;
- 2. The fitting of replacement parts, including batteries, supplied by anyone other than the **RAC**;
- 3. Any **breakdown** resulting from a fault that the **RAC** have previously attended and:
  - a. the original fault has not been properly repaired; or
  - the RAC's advice after a temporary repair has not been followed;
- Tyre faults where the **vehicle** is not carrying a serviceable spare tyre or, the tyre repair equipment provided by the **vehicle's** manufacturer; or a locking wheel nut;
- 5. A second recovery owing to the intended original destination being closed or inaccessible; or
- Recovery for caravans or trailers if the caravan or trailer breaks down.

# B. At Home

What is covered	What is not covered
This HSBC Select and Cover Motor Breakdown <b>Option</b> includes cover for At Home.	Please see the 'What is not covered' part of Section A. Roadside and Recovery, which also applies here.
The <b>RAC</b> will provide the same cover as the "What is covered" part of Section A (Roadside & Recovery) if the <b>vehicle breaks down</b> at, or within a quarter of a mile of, <b>your home</b> .	

# C. Onward Travel

What is covered	What is not covered
If the <b>RAC</b> attend a <b>breakdown</b> under Sections A (Roadside and Recovery) or B (At Home), and cannot fix the <b>vehicle</b> on the same day, the <b>RAC</b> will help by making arrangements to allow the continuation of the journey. The <b>insured person</b> can choose one of the following options, subject to availability:  • Hire Car;  • Alternative transport; or	Anything excluded in 'Motor Breakdown – Conditions and exclusions which apply to this whole <b>Option</b> '.
Overnight accommodation.	
Hire Car	
Please see Hire Car terms. Hire Cars must be arranged with the <b>RAC</b> within 24 hours of the time of <b>breakdown</b> .	
Alternative transport	
If the <b>insured person</b> would prefer to continue the journey by air, rail, taxi or public transport, the <b>RAC</b> will <b>reimburse</b> them for a standard class ticket up to the limit shown on <b>your</b> current policy schedule	
Overnight accommodation	
If they decide that waiting for the vehicle to be fixed is best. The <b>RAC</b> will arrange one night's bed and breakfast accommodation, up to the limit shown on <b>your</b> current policy schedule	
Assistance in a medical emergency	In addition to the exclusions listed in 'Motor Breakdown –
The RAC will also help if an insured person or one of the passengers suddenly or unexpectedly falls ill and needs medical help before the end of the journey. The RAC will help to:  1. book one night's bed and breakfast accommodation for the insured person and up to seven people travelling in the vehicle if the hospital is more than 20 miles from home. The RAC will reimburse up to the limit shown on your current policy schedule; and	Conditions and exclusions which apply to this whole <b>Option</b> ':  1. The <b>RAC</b> will not provide assistance where an <b>insured person</b> or one of the passengers is taken ill during a planned journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

# D. Misfuel Rescue

as they are fit to travel.

2. arrange to get the patient home or to a local hospital as soon

What is covered	What is not covered	
An <b>insured person</b> may make a <b>claim</b> under this section if the <b>RAC</b> have attended a <b>breakdown</b> under Section A (Roadside and Recovery) or B (At Home).	In addition to anything excluded in 'Motor Breakdown – Conditions and exclusions which apply to this whole <b>Option</b> ', there is no cover for:	
If the <b>insured person</b> has by mistake put the incorrect fuel in the <b>vehicle</b> the <b>RAC</b> will send help to:	Damage due to wear and tear, meaning the gradual loss of the ability of a part to work exactly as it was designed to by the	
1. Drain, flush and clean out the fuel system;	manufacturer, caused by time and/or the <b>vehicle's</b> mileage;	
2. Add up to £10 worth of the correct fuel; and	2. Damage caused by an existing fault or defect; or	
3. Dispose of the contaminated fuel.	3. Any damage not caused by misfuelling.	

# **European motoring assistance**

HSBC Select and Cover Motor Breakdown includes cover for European motoring assistance. The cover under Section E is subject to an aggregate overall limit as shown on your current policy schedule and is subject to the further limits of cover in respect of each type of cover. Each journey is limited to a maximum number of days as shown on your current policy schedule.

# E1. Onward travel in the UK

What is covered	What is not covered
If the <b>RAC</b> attend a <b>breakdown</b> under Section A (Roadside and Recovery) or B (At Home) and cannot fix the <b>vehicle</b> by the date an <b>insured person</b> intends to start a <b>journey</b> and they are within 24 hours of the date they intend to start a <b>journey</b> , the <b>RAC</b> will arrange a hire car for the continuation of their <b>journey</b> up to the limit shown on <b>your</b> current policy schedule.	In addition to anything excluded in 'Motor Breakdown – Conditions and exclusions which apply to this whole <b>Option</b> ', there is no cover for:  1. Requests following a <b>road traffic collision</b> .
The <b>RAC</b> may ask for proof of the date the <b>insured person</b> intended to start their <b>journey</b> .	

# E2. Roadside assistance in Europe What is covered What is not covered If the vehicle breaks down or is involved in a road traffic In addition to anything excluded in 'Motor Breakdown - Conditions and collision in Europe during a journey, the RAC will send help to exclusions which apply to this whole **Option**', there is no cover for: Repair costs, including garage labour charges: 1. Repair the **vehicle** at the roadside. This could be a permanent a. if the vehicle was in a road traffic collision; or or temporary repair; or

RAC will. a. recover the **vehicle** and the **insured person** and up to seven people travelling in the vehicle to a local garage for

If the **RAC** are unable to repair the **vehicle** at the roadside, the

- fault diagnosis on the vehicle; pay for the initial fault diagnosis to find the next course of
- contribute towards the garage labour charges up to the limit shown on **your** current policy schedule when the vehicle can be repaired on the same day;
- help the **insured person** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
- relay any urgent messages from the insured person to a contact of their choice.

- if the vehicle repair costs will be more than its market value.
- The costs of any replacement parts.

Please note, by claiming under this section the **insured person** is authorising the **RAC** and the garage to undertake fault diagnosis.

# Mis-fuelling

If an **insured person** has by mistake put the incorrect fuel in the vehicle, the RAC will arrange to recover the vehicle and the insured person and up to seven people travelling in the vehicle to a local garage. The RAC will not provide any other cover under this HSBC Select and Cover Motor Breakdown **Option**.

# **Keys**

If the keys are locked in the vehicle, the RAC will attend and get them out if possible, but they are not liable if damage is caused to the **vehicle** in doing so. The **RAC** will not provide any other cover under this HSBC Select and Cover Motor Breakdown Option.

# **Tyres**

If the vehicle needs a replacement tyre, although this is not covered as a breakdown under this HSBC Select and Cover Motor Breakdown Option, the RAC will attend and change the tyre if there is a spare or recover the vehicle and the insured person and up to seven people travelling in the vehicle to a local garage if the vehicle is manufactured without a spare. The RAC will not provide any other cover under this HSBC Select and Cover Motor Breakdown Option.

# E3. Onward travel in Europe

# What is covered

If the **vehicle** has a **breakdown** or is involved in a **road traffic collision** during a **journey** in **Europe** and the **RAC** establish that the repairs cannot be completed within 12 hours, the **RAC** will help the **insured person** by making arrangements for the **insured person** and up to seven people travelling in the **vehicle** to continue the **journey**. The **insured person** can choose either:

- 1. Alternative transport; or
- 2. Additional accommodation expenses.

# Alternative transport

# Covered

The **RAC** will arrange either:

- A hire car as a replacement until the **vehicle** has been fixed, up to the limit shown on **your** current policy schedule; or
- 2. A standard class ticket up to the limit shown on **your** current policy schedule for travel by air, rail, taxi or public transport.

# Additional accommodation expenses

# Covered

The **RAC** will arrange and pay for additional accommodation expenses if the **insured person** is unable to use their pre-arranged accommodation up to the limit shown on **your** current policy schedule for the **insured person** and up to seven people travelling in the **vehicle**.

# Getting your passengers home

The **RAC** will provide alternative transport as above to get the **insured person** and up to seven people travelling in the **vehicle** back **home** if:

- 1. The **vehicle** is brought back **home** under Section E4; or
- 2. Once the **RAC** establish that the repair costs to the **vehicle** exceed its **market value** under Section E4.

# What is not covered

In addition to anything listed in 'Motor Breakdown – Conditions and exclusions which apply to this whole **Option**', the following restrictions apply:

1. Accommodation where the **insured person** has suitable alternative accommodation that can be used.

Cover under this section will stop once:

- The **vehicle** has been repaired to a roadworthy condition; or
- The decision to bring the **vehicle home** is made by the **RAC** or any motor insurer; or
- 3. Once the **RAC** establish that the repair costs to the **vehicle** exceed its **market value**.

Once the **insured person** is notified of cover ending, if the **insured person** has a hire car, it must be returned to the place agreed with the **RAC** within 24 hours. The **insured person** can keep the hire car for longer if they agree this with the **RAC** first and pay for it.

# E4. Getting the vehicle home

# What is covered

If the **RAC** attend a **breakdown** or a **road traffic collision** in **Europe** under Section E2 Roadside assistance in Europe and the **vehicle** cannot be repaired before the planned return to the **UK**, the **RAC** will arrange and pay for:

- Recovery of the **vehicle** to a single destination of the **insured** person's choice within the **UK**; and
- 2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
- If the **vehicle** is repaired in **Europe**, the cost for one person
  to travel to collect the **vehicle** by standard class rail or air fare
  and public transport up to the limit shown on **your** current
  policy schedule;
- If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of
   abroad under Customs supervision, the **RAC** will pay the cost
   of the import duty;
- 5. Reimbursement for a hire car, up to the limit shown on your current policy schedule, in the UK once the RAC have brought the insured person and up to seven people travelling in the vehicle home under Section E3 until the vehicle is brought back to the UK.

The **RAC** will take the **insured person** and up to seven people travelling in the **vehicle home** under Section E3 (Onward Travel in Europe).

It is the **RAC's** decision whether to get the **broken down vehicle home** or have it repaired locally. The **RAC** will follow the motor insurer's decision whether to get the **vehicle home** or have it repaired locally following a **road traffic collision** covered by any motor insurance.

# What is not covered

In addition to anything excluded in 'Motor Breakdown – Conditions and exclusions which apply to this whole **Option**', there is no cover for:

- 1. Any costs:
  - a. if the vehicle is beyond economical repair;
  - b. covered under any motor insurance policy;
  - c. relating to storage once the **insured person** has been notified that the **vehicle** is ready to collect; and
  - d. relating to any costs incurred as a result of actions or omissions of any motor insurers;
- 2. Taking the vehicle back home if:
  - a. the **vehicle** is roadworthy; or
  - a customs officer or other official finds any contents in the vehicle that are not legal in that country;
- 3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**; or
- 4. The RAC will not cover the costs of fuel, insurance or meals. The RAC will only cover costs under this section up to the market value, so if the insured person wants the RAC to bring the vehicle home and the costs of bringing the vehicle home exceed this amount the insured person will need to pay any costs above this amount before the RAC make arrangements.

# IMPORTANT

- Following authorisation by the **RAC**, it can take up to 14 working days for the **vehicle** to be delivered back to the **UK**. At busy times and from some countries it may take longer.
- If the **RAC** do not bring the **vehicle** back to the **UK**, the **insured person** will have 10 weeks in which to advise the **RAC** of how they wish to recover or dispose of it. If they do not contact the **RAC** within 10 weeks the **RAC** will dispose of it at **your** cost.

# E5. Vehicle break-in emergency repairs

# What is covered

Before claiming under this section the break-in must be reported to the police within 24 hours of the break-in being discovered, in order to obtain a written report.

# Covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** the **RAC** will **reimburse** the **insured person**, up to the limit shown on **your** current policy schedule for:

- 1. immediate emergency costs incurred in order to continue the **journey**: or
- the costs of recovering the **vehicle** to a local repairer to ensure the **vehicle** is secure and roadworthy.

# What is not covered

In addition to anything excluded in 'Motor Breakdown – Conditions and exclusions which apply to this whole **Option**', there is no cover for:

- 1. The cost of any replacement parts; or
- 2. Any benefits under any other section of this HSBC Select and Cover Motor Breakdown **Option**.

# **E6. Replacement Driver**

What is covered	What is not covered
Although this is not covered as a <b>breakdown</b> under this HSBC Select and Cover Motor Breakdown <b>Option</b> , if an <b>insured person</b> suddenly or unexpectedly fall ill during the <b>journey</b> in <b>Europe</b> , meaning they are unable to drive, the <b>RAC</b> will provide a replacement driver to allow the <b>journey</b> to continue or return <b>home</b> . The <b>RAC</b> will require written confirmation from the treating hospital or medical expert that the <b>insured person</b> is unable to drive.	In addition to anything excluded in 'Motor Breakdown – Conditions and exclusions which apply to this whole <b>Option</b> ', there is no cover for:  1. If there is another qualified driver who is a <b>passenger</b> and who is fit and legally able to drive the <b>vehicle</b> ; or  2. Any benefits under any other section of this HSBC Select and Cover Motor Breakdown <b>Option</b> .

# Breakdown or a road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If the **vehicle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, the **insured person** must use the roadside emergency telephones as the **RAC** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, the **insured person** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

The **RAC** will **reimburse** these charges as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other roads, so the **RAC** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, you should contact the **RAC**.

# Conditions and exclusions which apply to Section E

- 1. The RAC will not cover any call-out for any repairs to a vehicle which are not essential in order to continue the journey;
- 2. Any **claim** which an **insured person** could make under any other insurance policy. If the value of the **call-out** is more than the amount which can be recovered under another policy the **RAC** may pay the difference, subject to the limits as set out in this HSBC Select and Cover Motor Breakdown **Option**;
- 3. 3. The insured person must make sure the vehicle meets all relevant laws of the countries visited during a journey;
- 4. 4. How the exchange rate is calculated:
  - a. Any costs incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
  - b. Costs incurred by an **insured person** in a currency other than GBP which are recoverable will be converted to GBP either:
    - i. at the exchange rate used by the credit or debit provider; or
    - ii. at the exchange rate used by the **RAC** when a claim form is received if an **insured person** paid in cash;
- 5. The **RAC** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between the **insured person** and the garage/repairer.
- 6. If, following a **breakdown**, the **vehicle** needs to be repaired; the **insured person** must not delay or refuse repairs whilst they are in **Europe**. If they do, and in the reasonable opinion of the **RAC** that would lead to additional costs being incurred, the **RAC** reserve the right to refuse to provide cover under Section E3 (Onward travel in Europe) or Section E4 (Getting the vehicle home);
- 7. If the **breakdown** or a **road traffic collision** is caused by flooding brought about by adverse weather the **RAC** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by the **insured person**, or must be referred to the **vehicle's** motor insurer;
- 8. In handling **breakdown call-outs** there may be more than one option available under this HSBC Select and Cover Motor Breakdown **Option**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with the **insured person**, and act reasonably at all times;
- 9. This HSBC Select and Cover Motor Breakdown **Option** does not cover:
  - a. **vehicle** storage charges, other than under Section E4 (Getting the vehicle home);
  - b. **call-outs** if the **vehicle** is not carrying a service able spare tyre provided by the manufacturer or the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut;
  - c. the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
  - d. overloading of a vehicle under the laws in any country in which the **vehicle** is travelling;
  - e. breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

# Motor Breakdown - Conditions and exclusions which apply to this whole Option

In addition to anything listed in the 'General conditions' of '3. Your policy – What you need to know', and the exclusions listed in this policy cover section, the following conditions and exclusions also apply to this whole **Option**. If the **insured persons** do not comply the **RAC** reserve the right to refuse cover:

- 1. The **insured persons** must request services directly from the **RAC**, as the **RAC** will only provide cover if the **RAC** make arrangements to help them.
- 2. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, the **insured person** will need to take the **vehicle** to a place of repair and **your** HSBC Select and Cover Motor Breakdown **Option** will not cover this.
- 3. The **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
- 4. Where the **RAC** deem, acting reasonably, that the **insured person** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide cover.
- 5. The **insured person** must be with the **vehicle** when the **RAC** attend.
- 6. When a hire car, taxi, hotel or similar benefit is arranged under this policy **Option**, the **RAC** will always try to find a suitable option that is available at the time, however:
  - a. the RAC are not responsible for the quality or service of each individual hotel, train or taxi booked, and
  - b. for hire cars, whilst reputable companies are used, the **RAC** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
- 7. The **insured person** is responsible at all times for the care of **any** personal belongings, valuables, luggage and goods in or on a **vehicle**. The **RAC** will not be responsible for any loss of or damage to them.
- 8. Where the RAC recover passengers under the age of 16, they must be accompanied by an adult.
- 9. The RAC will not allow animals in their vehicles, except assistance animals. Any animals can remain in the vehicle at the insured person's own risk. The RAC will not be liable for any injury to animals, or damage caused by them. The RAC will not transport any livestock. The RAC will not be responsible for any costs relating to animals.
- 10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
- 11. Where the **RAC** provide a repair to the **vehicle**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains the responsibility of the **vehicle** owner.
- 12. The **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this HSBC Select and Cover Motor Breakdown **Option**. For example, the **RAC** will not pay for any loss of earnings or missed appointments.
- 13. The **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the **RAC** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. The **RAC** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between the **insured person** and the garage/repairer.
- 14. During extreme weather, riots, war, civil unrest, industrial disputes, the **RAC's** services can be interrupted. They will resume their service to the **insured person** as soon as they can in these circumstances.
- 15. The cost of the following is not covered by this HSBC Select and Cover Motor Breakdown **Option**:
  - a. equipment that is not normally required by the **RAC** to complete repairs and recoveries, for example winching and specialist winching and specialist lifting equipment;
  - b. tolls, ferries or congestion charges for the **vehicle** and the **RAC's** vehicle;
  - c. any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven (other than the cover provided in **Europe** under Section E5 Vehicle break-in emergency repairs). In the **UK**, the **RAC** will arrange transport to a local garage so the **insured person** can arrange to get the **vehicle** fixed but they will have to pay for this;
  - d. spare tyres and wheels and repairing or sourcing them; or
  - e. recovery by someone other than **RAC** even if this is requested by the emergency services, the **RAC** will only provide recovery once instructed to do so by the emergency services.
- 16. In handling any **claim** there may be more than one option available to the **insured person** under this HSBC Select and Cover Motor Breakdown **Option**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with the **insured person**, and act reasonably at all times.
- 17. The **vehicle** must be privately owned.
- 18. This HSBC Select and Cover Motor Breakdown **Option** does not cover:
  - a. routine servicing, maintenance or assembly of the **vehicle**;
  - b. caravan or trailers, except as described under Section A. Roadside and Recovery;
  - c. use of the vehicle for business, public or private hire or commercial purposes, or for demonstrating and/or carrying trade plates;

- d. **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
- e. breakdowns that occur off the public highway to which the insured person or the RAC has no legal access;
- f. the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
- g. **vehicles** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, the **RAC** can refuse to provide service. If the **insured person** can demonstrate that the **vehicle** is roadworthy the **RAC** will provide service;
- h. any claim that is or may be affected by the influence of alcohol or drugs;
- i. any breakdown that is caused by or as a result of vehicle theft or fire; or
- j. any **claim** under this HSBC Select and Cover Motor Breakdown **Option** where the **breakdown** was first reported to the **RAC** under a different policy.
- 19. If the **insured person** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

# Motor Breakdown – What to do in the event of a breakdown

All claims are managed by RAC. If you need to make a claim for a **breakdown**, call us on **0345 302 8387** (**0044 1603 603 323** if calling from abroad). We're here 24 hours a day, 365 days a year

The **RAC** will need the following when an **insured person** calls to report a **breakdown**:

- 1. Insured person's name, and if they're not the main policyholder, their date of birth
- 2. Main policyholder's full name, address (including postcode) and their date of birth
- 3. The vehicle's make, model and registration number
- 4. The exact location of the **vehicle** the road it is on or the nearest road junction
- 5. The number of the phone used to call the **RAC**
- 6. The cause of the breakdown, if known

The RAC will ask the insured person to provide them with identification such as a bank card or driving licence.

If an **insured person** fails to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

# Remember

Please let the RAC know if a breakdown has been reported but the vehicle gets going to get going before the RAC arrive.

The **RAC** will only provide cover if the **RAC** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

# Reimbursement

Under some sections, an **insured person** may need to pay for the service up front and **claim** this back from the **RAC**. To do so, please visit **www.hsbc.co.uk/insurance/products/selectandcover** to download a claim form. If **you** have any queries please contact Breakdown Customer care on **0330 159 0337**. Please send a completed claim form with proof of payment (such as a receipt) to HSBC Assistance, c/o RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN. The **RAC** may ask the **insured person** to supply original documents. Completed claim forms and proof of payment can also be emailed to HSBC@rac.co.uk.

# Misuse of Motor Breakdown

An insured person must not:

- 1. Behave inappropriately towards the RAC, including acting in a threatening or abusive manner, whether verbally or physically;
- 2. Persuade or attempt to persuade the RAC into a dishonest or illegal act;
- 3. Omit to tell the RAC important facts about a breakdown in order to obtain a service;
- 4. Provide false information in order to obtain a service;
- 5. Knowingly allow someone that is not covered by **your** HSBC Select and Cover Motor Breakdown **Option** to try and obtain a service under this HSBC Select and Cover Motor Breakdown **Option**;
- 6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with:

- 1. The **RAC** reserve the right to refuse to provide any services to an **insured person** under this HSBC Select and Cover Motor Breakdown **Option** with immediate effect; and
- 2. HSBC and/or the RAC reserve the right to immediately cancel your HSBC Select and Cover policy in accordance with the terms set out under 'Our right to cancel'. HSBC and/or the RAC may alternatively remove this HSBC Select and Cover Motor Breakdown Option from your HSBC Select and Cover policy in accordance with the terms set out in General Condition 3 in '3. Your policy What you need to know'.

# **Home Emergency**



This **Option** only applies when shown on **your** current policy schedule.

# **About this Option**

This HSBC Select and Cover Home Emergency **Option** is underwritten by Aviva Insurance Limited (Aviva), 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. Claims handling is managed by HomeServe Membership Limited (HomeServe). Registered in England with No. 2770612. Registered office: Cable Drive, Walsall, West Midlands WS2 7BN. Authorised and regulated by the Financial Conduct Authority.

# **Home Emergency – Definitions**

In addition to the policy definitions in '3. Your policy – What you need to know', wherever the following words or phrases appear in **bold** in this policy cover section, they will have the meanings described below:

# Engineer

A person employed or authorised (or both) by HomeServe to assist with your emergency.

# **Property**

**Your** house, flat, any attached outbuilding (for example, a garage or lean-to shed) and the land within the boundary of **your** property.

These must all be at the address shown on your schedule.

We will not cover:

- any communal or service duct areas; and
- detached garages, sheds, greenhouses and non-permanent structures.

# Home Emergency – What you need to know

This **Option** provides **you** with assistance for a sudden and unforeseen event such as:

- The breakdown of your main heating system,
- · A leak in your natural gas supply pipe,
- · Leaking or blocked pipes, drains, or toilets,
- Blocked or collapsed drains,
- · Failure of the electrical wiring within the property,
- · Damage to roofing and external windows or doors,
- Repair or replacement of locks and lost keys to secure your property, and
- Treatment of rats, mice, wasps or hornets' nests on **your property.**

# Home Emergency eligibility

In addition to the 'Policy eligibility' set out in section '3. Your policy – What you need to know', the following applies to this Home Emergency **Option**:

# Your property

- Cover is for your main property where you live, it must be your main address, which is owned
  and occupied by you and your family as a private residence. It must also be your primary banking
  address. Cover does not extend to any other addresses, even if an insured person owns the
  property.
- Your property must not be a mobile home, bedsit, sub-divided home, and must not be let or sublet.
- Your main heating system must either be fired by natural gas, oil or consist of electrical panel heaters

# If you move home

- Please tell **HSBC** as soon as possible if **you** change address.
- If you move to an address which geographically cannot be serviced by Homeserve, the underwriter will remove this Home Emergency Option from your policy with immediate effect and your premium will be adjusted.
- Where the underwriter removes this Option due to you moving to an address which cannot be covered and it reduces the number of Options in your selection to fewer than three, cover will remain in force for the remaining Options until your next policy anniversary and for a minimum of 30 days. At this policy anniversary or the next time you make a change to your selection (whichever is sooner), to continue your HSBC Select and Cover policy you must increase the number of Options in your selection to three or more.

# Limits and excesses

- 1. There is a limit to the amount Aviva will pay per claim towards the costs of labour, parts and materials. The limit which applies is shown on **your** current policy schedule. The only exception is for boilers and electric heaters which Aviva deems to be beyond economical repair, in which case Aviva will contribute the amount shown on **your** current policy schedule towards a replacement full details can be found in the 'Home Emergency making a claim' section.
- 2. There is no excess payable for any claim made on this Home Emergency **Option**.
- 3. There is no limit to the number of claims that can be made under this **Option**.

# **Hotel accommodation**

If **your property** cannot be lived in as a result of a claim under this **policy**, Aviva will pay up to the amount shown on **your** schedule for **your** hotel room and transport costs. This is in addition to the overall claims limit.

# Home Emergency – Your cover

# A. Main heating system

What is covered	What is not covered	
Gas central heating		
Breakdown of the natural gas boiler and/or central heating system	Anything set out in the 'Home Emergency - Exclusions which apply to this whole Option' section,	
Isolating and draining of a leaking water tank, water cylinder or expansion tank	Dual-purpose boilers (e.g. Agas and Rayburns used for cooking and central heating),	
Isolating and draining of a leaking radiator(s)	3. Warm air, convection and fan convector heating systems,	
<ul> <li>Repair/replacement of a leaking internal gas supply pipe</li> <li>Repair/replacement of a gas supply hose connecting to a gas</li> </ul>	4. Repair or replacement of water tanks, hot water cylinders and expansion tanks,	
cooker  Work will be done by a Gas Safe registered <b>engineer</b>	5. Separate heaters providing hot water, such as immersion heaters,	
	6. Adjustment or resetting of timing and temperature controls,	
	7. Underfloor heating,	
	8. Other appliances such as cookers and fires except gas fires forming part of the back boiler,	
	9. Combination cylinders, Elson tanks, thermal storage units (e.g. Gledhill Boilermate) or their controls,	
	10. Repair or Replacement of a boiler with an output of more than 70kw, or where there is more than one boiler in the property,	
	11. Combined heat and power systems,	
	12. Items not forming part of the boiler or system or both, e.g. water pumps installed separately,	
	13. External gas supply pipe (it is the responsibility of the National Grid),	
	14. Sections of the gas supply pipe that are outside the property or inside any outbuilding on the property,	
	15. Repair or replacing radiators or radiator valves. In the event that a replacement valve is required to stop a leak, our choice of part will be fitted.	

# What is covered What is not covered Oil-fired central heating Breakdown of the Oil-fired boiler and/or central heating system 1. Anything set out in the 'Home Emergency - Exclusions which apply to this whole Option' section, Isolating and draining of a leaking water tank, water cylinder or 2. Dual-purpose boilers (e.g. Agas and Rayburns used for expansion tank cooking and central heating), Isolating and draining of a leaking radiator(s) 3. Warm air, convection and fan convector heating systems, Work will be done by an oil specialist engineer. 4. Repair or replacement of, water tanks, hot water cylinders and expansion tanks, 5. Separate heaters providing hot water, such as immersion heaters, 6. Adjustment or resetting of timing and temperature controls, 7. Underfloor heating, 8. Other appliances such as cookers and fires, 9. Plastic or metal oil tanks and their associated pipework and contents. 10. Repair or replacing radiators or radiator valves. In the event that a replacement valve is required to stop a leak, Homeserve's choice of part will be fitted, 11. Breakdown, fault, damage or destruction caused by the system being allowed to run out of oil or by the use of unsuitable fuel, 12. Repair or replacement of the water jacket or heat exchanger, if these are the cause of the breakdown then your boiler will be declared beyond economic repair, 13. Flues, except balanced flues that are integral to the boiler, and 14. Items not forming part of the boiler or system or both, e.g. water pumps installed separately. **Electric panel heaters** • Breakdown of electrical storage and/or panel heater(s) provided 1. Anything set out in the 'Home Emergency - Exclusions which they are permanently wired into your domestic electricity apply to this whole Option' section, supply, 2. Warm air, convection and fan convector heating systems, Repair/replacement of permanent wiring to the electrical 3. Repair or replacement of, water tanks, hot water cylinders storage and/or panel heater(s), and and expansion tanks, Repair/replacement of timers and temperature controls where 4. Separate heaters providing hot water, such as immersion required to restore the electricity supply. heaters, Work will be done by an approved engineer. 5. Adjustment or resetting of timing and temperature controls, 6. Other appliances such as cookers and fires, 7. Energy management systems, Electrotech and Smartheat systems and wet systems, 8. Heated towel rails, infrared heaters, electric fires, skirting or kick space floor heaters.

# B. Plumbing and drainage

What is covered	What is not covered
Plumbing and Internal drainage	
<ul><li>Blocked or leaking toilet</li><li>Leaking pipes or joints</li></ul>	Anything set out in the 'Home Emergency - Exclusions which apply to this whole Option' section,
Leaking internal stop-tap	2. Water supply pipe,
Isolating and draining of a leaking water tank, water cylinder or expansion tank	Domestic appliances and their inlet or outlet pipes, e.g. washing machines or dishwashers,
<ul><li>Leaking soil vent pipes</li><li>Blocked waste pipes</li></ul>	4. Replacement of water tanks, hot water cylinders, expansion tanks and sanitary ware (e.g. basins and toilet bowls),
Blocked drains resulting in all sinks being blocked	5. Repair or replacing radiators or radiator valves. In the event that a replacement valve is required to stop a leak, our choice of parts will be fitted,
	6. Showers including the shower unit, controls, outlet or shower head,
	7. Frozen pipes that have not caused a permanent blockage,
	8. Smells and noises from pipework or drains.
	9. Leaking overflow pipes.
	This <b>Option</b> does not provide cover for the fresh water supply pipe that connects <b>your property</b> to the mains water supply.
External drainage	
Unblocking of external drains within the boundary of the property	Anything set out in the 'Home Emergency - Exclusions which apply to this whole Option' section,
Repair collapsed external drains provided they are not beneath	2. Frozen pipes that have not caused permanent blockage,
any buildings  The <b>engineer</b> will leave the ground level after refilling any hole the	3. External guttering, rainwater downpipes, rainwater drains and soakaways,
engineer has to dig	4. Drain clearance if the design of <b>your</b> drainage system does not allow access by <b>our engineers</b> (e.g. via a manhole), and
	Like-for-like reinstatement of decorative items such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns.
	This <b>Option</b> does not provide cover for external drains that <b>you</b> do not have sole responsibility for (including shared drains within <b>your property</b> ) or if <b>your property</b> is a flat.

# C. Electrical emergency

# What is covered What is not covered • Breakdown of a fuse box 1. Anything set out in the 'Home Emergency - Exclusions which apply to this whole Option' section, Lost power to circuit 2. Appliances with plugs e.g. washing machines, kettles, fairy Permanent damage to the domestic electrical wiring caused by lights, or any wiring/electrics past the isolation switch, a power cut 3. Permanent wiring to the following appliances and any wiring or "Domestic electrical wiring" refers to the permanent 240-volt electrics connected to them: satellite dishes, radio or television electrical supply system within your property, beyond (but not aerials and their fittings or masts, burglar alarms and smoke including) the electricity company's supply meter, and supplying detectors, telephones and their associated wiring, doorbells electrical power including fuse boxes. and electrical gate or garage door systems, 4. Repair or replacement of wall sockets, switches and light bulb sockets, 5. The shower unit or immersion heater unit, 6. Portable or fixed electrical heating systems or energy efficiency management systems, 7. Repair or replace wiring encased in rubber or lead, 8. Resetting of circuit breakers that you can reset, if resetting falls outside the permanent repair work Homeserve do. 9. Any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standard BS7671:2008 - Requirements for Electrical Installations (incorporating amendment 3:2015).

# D. Pests and security

What is covered		What is not covered	
•	Treatment of pests such as rats, mice, wasp or hornets' nests on the <b>property</b> ,	Anything set out in the 'Home Emergency - Exclusions which apply to this whole Option' section,	
•	Use of tarpaulin to protect the <b>property</b> in the event of damaged roofing,	<ol> <li>Replacement of garage doors,</li> <li>Repair or replacement of the electrical unit powering a</li> </ol>	
•	Boarding up of a broken window or door to secure the <b>property</b> ,	garage door,  4. Doors and windows that do not secure the <b>property</b> , such as	
•	Replacement of locks and keys where the key needed to secure the <b>property</b> is lost or stolen (and you do not have another set), and	internal doors,  5. Removal or treatment of rats or mice from the garden,	
•	<ul> <li>Repair broken locks for external windows and doors, to secure the <b>property</b>.</li> </ul>	<ol> <li>Pest infestations where you have not followed the underwriter(s) previous recommendations on how to avoid such problems, and</li> </ol>	
		<ol><li>Any damage caused by pest(s), unless such damage is covered under the <b>policy</b>.</li></ol>	

# Home Emergency- Conditions which apply to this whole Option

The following condition applies to this **Option**. Other conditions apply to this HSBC Select and Cover policy and all HSBC Select and Cover **Options**. Please also read '3. Your policy – What you need to know'.

#### Maintenance

It is your responsibility to ensure that normal day-to-day maintenance is undertaken, and that the property is in good condition.

HomeServe when carrying out a repair may diagnose that essential maintenance work is required to prevent future breakdown or blockages. For example:

- Where there is a build-up of sludge/scale/rust resulting in your boiler and/or central heating system needing cleaning, or
- Realigning a blocked drain to avoid a recurrence of the problem.

Any future emergencies relating to such essential maintenance will not be covered until it is carried out.

# Repairs and parts guarantee

Under this **Option**, the workmanship and any part(s) supplied and used by Homeserve to solve the problem will be guaranteed for a period of twelve months from the date the work is carried out. **Your** statutory rights are not affected.

# Home Emergency – Exclusions which apply to this whole Option

In addition to the exclusions listed within this Home Emergency policy cover section, Aviva won't cover:

- A. Any event, loss or damage arising from circumstances known to you before your Option start date.
- B. Any event, loss or damage relating to elements you are not wholly responsible for, such as communal areas or service ducts.
- C. Any costs/activities in excess of the claims limit or any other limit specified in the 'What is covered' sub-sections. **You** are responsible for agreeing and settling these costs directly with HomeServe Membership Limited.
- D. Cosmetic damage.
- E. Any losses caused by any delays in getting spare parts.
- F. Any associated expenses or losses you incur which are not directly covered by this Option.
- G. Systems, equipment or appliances that have not been installed according to appropriate regulatory standards in place or the UK manufacturer's instructions or both; or that are subject to a manufacturer's recall.
- H. Instances where a repair or replacement is needed only because of changes in legislation or health and safety guidelines.
- I. Loss or damage related to:
  - a. Pumps including sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves,
  - b. Water softeners,
  - c. Waste disposal units and macerators,
  - d. Air conditioning units,
  - e. Unvented hot water cylinders or their controls,
  - f. Cesspits, septic tanks and any outflow pipes,
  - g. Vacuum drainage systems,
  - h. Swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps,
  - i. Ground, air and water source heat pump systems, or
  - j. Power generation systems and their associated pipework, pumps, panels and controls including solar panels or wind turbines or both; combined heat and power systems (systems that generate electricity and heat at the same time).
- J. Normal day-to-day maintenance of the items covered by your Option at your property, for which you are responsible.
- K. Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present or repairs which put the health and safety of our **engineers** at risk e.g. where work is required in a loft space and permanent boards, railings, lighting or ladders are not in place.
- L. Loss arising from subsidence, heave of the site or landslip caused by:
  - a. Bedding down of new structures,
  - b. Demolition or structural repairs or alterations to the property,
  - c. Faulty workmanship or the use of defective materials, or
  - d. River or coastal erosion.
- M. Indirect costs, loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **property**, for example a power cut to **your** neighbourhood.
- N. Investigative work where the incident that caused you to claim has already been resolved.
- O. The costs of any work carried out by you or people not authorised by the underwriter(s) in advance.
- P. Any parts not supplied and chosen by Homeserve. Subject to any applicable regulations, our **engineer** can fit an alternative part (that complies with British Standards) supplied by **you** at the time of the visit (e.g. a switch or tap). However, this part will not be guaranteed. Our **engineer** will not fit alternative parts supplied by **you** where the claim relates to the gas supply or the central heating system.
- Q. Any defect, damage or breakdown caused by malicious or deliberate action, negligence, misuse or third-party interference, including any attempted repair or modification to the elements covered by this **Option**, which does not comply with British Standards.

- R. Loss caused by damage occurring while your property has remained unoccupied for 60 or more consecutive days.
- S. 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 contributed to by any other cause or event:
  - a. War, invasion, act of a foreign enemy, hostilities or warlike operation or operations (whether war has been declared or not), civil war, mutiny, revolution, rebellion, military rising, insurrection, or civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising, military power (even if properly authorised by the duly elected government), usurped power;
  - b. Terrorism; or
  - c. Any action taken to prevent, control or suppress, or which in any way relates to a. or b. above.
- T. Claims directly or indirectly caused by:
  - a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of an assembly.

# Home Emergency – Making a claim

All claims are managed by HomeServe, a trusted expert appointed by Aviva. If you need to make a claim for an emergency, call us on **0345 302 8387**. We're open 24 hours a day, 365 days a year. Please note, if **your** incident is an emergency (including internal leaks which cannot be controlled, **you** are totally without electricity or **your property** is unsafe), **your** claim will be given priority, otherwise an appointment will be made.

# Important: Smell gas; think you have a leak?

If you think you have a gas leak you MUST immediately call the National Gas Emergency Service on **0800 111 999**. The National Gas Emergency Service will need to visit your property and isolate the leak before we can provide any assistance.

# Boiler servicing and carbon monoxide leak

When the gas that fuels your boiler isn't burnt correctly, carbon monoxide is produced. Carbon monoxide cannot be seen or smelt but can cause headaches, nausea, drowsiness and can cause death as well. It's vital to get your boiler and gas appliances inspected and serviced regularly to ensure they are working as safely and efficiently as possible.

# Boilers and electric heaters that are under manufacturer's warranty or guarantee

If **your** boiler or electric heater is under a manufacturer's warranty or guarantee, any repair work undertaken under this **policy** may invalidate that warranty/guarantee. We strongly advise that **you** check the warranty/guarantee Terms and Conditions before making a claim as Aviva will not be liable in the event that repair work completed by an **engineer** invalidates any warranty or guarantee.

# Parking restrictions

When making a claim, you will be asked if there are any parking restrictions including need for a parking ticket, a parking permit or inability to park within close proximity to **your property**. Where no parking is available, this may affect **your** claim being dealt with promptly.

# Creating access

Upon arrival at your property, the engineer will locate the source of the incident. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want the engineer to do this, you will be asked to confirm it in writing while the engineer is at your property. Unless stated in the 'What is covered' sub-sections, this policy does not provide you with cover for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of the engineer's negligence). If you do not want the engineer to create access, we will be unable to progress your claim until you have arranged for access to be made.

Please note, reinstatement – HomeServe will reinstate any floor covering or surface to make it safe (within the claims limit). However, this does not include reinstating floor coverings, fixtures or fittings to their original standards

# Temporary heating

If **yo**u have no source of heating, two temporary electrical heaters will be delivered to your property, in the event that an engineer is unable to attend within the same day or next day of your claim being raised. The heaters need not be returned. The running costs of the heaters are not covered.

Please bear in mind that these heaters are only temporary and should not be used as a permanent source of heating.

# . Main heating systems that are beyond economical repair

On assessment of your main heating system, the engineer may declare it to be 'beyond economical repair', this means:

- the cost of parts (including VAT) to repair the main heating system is greater than 85% of the manufacturer's current retail price of a replacement or a similar model; or
- HomeServe is unable to obtain the required manufacturer's spare parts from its suppliers within 28 days.

If your main heating system is declared beyond economical repair, HomeServe will advise you to replace it and Aviva will contribute the amount shown on your current policy schedule towards the cost of a new boiler or electric heater. You are responsible for arranging for a replacement, which HomeServe may be able to help with and would be a private arrangement between you and HomeServe and at your own cost

You will then have the choice to continue with the cover and your new boiler or heater(s) will be covered as long as not excluded under the 'What is not covered' sections of this Home Emergency policy cover section, or 'Home Emergency – Exclusions which apply to this whole Option'.

Alternatively, you can remove this Option in accordance with the procedure outlined in '6. Making changes to your policy', or cancel your policy in accordance with the procedure outlined in '5. Cancelling your policy'.

# Worldwide Travel

This **Option** only applies when shown on **your** current policy schedule.



# **About this Option**

This HSBC Select and Cover Worldwide Travel **Option** is underwritten by Aviva Insurance Limited (Aviva), 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.

# **Travel Insurance Helplines**

24 Hour Medical Emergency Assistance	Within the UK: <b>01603 208951</b>	Outside the UK: <b>0044 1603 208951</b>
Travel Claims	Within the UK: <b>0345 302 8387</b>	Outside the UK: <b>0044 1603 603 323</b>
Legal Expenses Claims and Advice	Within the UK: <b>01603 208529</b>	Outside the UK: <b>0044 1603 208529</b>
Travel Assistant	Within the UK: <b>01243 621162</b>	Outside the UK: <b>0044 1243 621162</b>

# Worldwide Travel – What you need to know

This **Option** is designed to provide cover for certain events that might arise before or while travelling. It meets the demands and needs of those who wish to insure against cancelling a trip or coming home early, travel disruption, personal liability, and the need for emergency medical treatment

In return for paying **your** premium Aviva will insure **you** and **your family** in the event of an incident listed in this HSBC Select and Cover Worldwide Travel policy cover section during the period of cover, providing **you** and **your family** comply with the Terms and Conditions of **your** policy.

- 1. This **Option** provides worldwide cover for **you** and **your family**.
- 2. **You** and **your family** will be covered from the cover start date shown on **your** current policy schedule for each trip taken within the period of cover.
- 3. By 'trip' we mean a journey that begins and ends in the UK, where the return journey to the UK has been booked before leaving home and the purpose of the journey is:
  - A holiday (including cruises) or travel for personal reasons outside the UK, but not including travelling abroad to obtain medical treatment or advice, to give birth or to collect newly adopted or surrogate children; or
  - A holiday (including cruises) or travel for personal reasons within the UK where you are away from home for at least 2 consecutive nights. You must also have either pre-booked accommodation in a commercially run premises or prepaid bookings on public transport including flights and ferries; or
  - Business travel outside the UK that does not include manual work. Business travel trips are covered for up to a maximum of 31 days in any calendar year. There is no cover for personal liability.
  - Voluntary work for a registered charity outside the UK, but not including manual work involving work at heights of more than three metres or work in a healthcare facility.
- 4. All **insured persons** can travel separately; however, **children** are only covered when travelling with **you** or **your partner**, or travelling to stay with family who permanently live abroad, for the duration of the trip.

# Worldwide Travel Eligibility

- 1. You are covered if you are aged between 18 and 70.
- 2. Your partner is covered if aged between 18 and 70.
- 3. **Your children** are covered if they are under 18 years of age (or under 23 years of age if in full time education and living at home outside of term time).
- 4. Both your partner and your children will only be eligible for cover if you remain eligible,
- 5. All **Insured persons** must be a resident of the UK.
- 6. All **Insured persons** must be registered with a UK doctor.

This **Option** will be removed from your HSBC Select and Cover policy on the **policy anniversary** following your 70th birthday. **Your** premium will be adjusted accordingly. Where the **underwriter** removes this **Option** due to **you** reaching the maximum age limit and it reduces the number of **Options** in **your** selection to fewer than three, cover will remain in force for **your** remaining **Options**. If **you** subsequently choose to make any changes to your selection you must bring the number of **Options** selected to three or more, and **you** will need to keep three or more **Options** in place for the remainder of the period of cover.

The cover provided under this **Option** will cease for **your partner** on the **policy anniversary** following their 70th birthday or following **your** 70th birthday.

The cover provided under this benefit will cease for **your children** on the **policy anniversary** following their 18th birthday (or 23rd birthday if still in full time education and living at home with **you** outside of term time) or following **your** 70th birthday.

# Limits and excesses

- 1. There is a limit to the trip duration which will be covered. This limit is shown on **your** current policy schedule.
- 2. For each section, Aviva will pay up to the limit(s) shown on your current policy schedule.
- 3. For some sections of cover Aviva won't pay the first part of an **insured person's** claim; this is called the excess and it will be shown on **your** current policy schedule where it applies. If an **insured person** is claiming under more than one section for the same incident, only the higher excess will apply. Where two or more people claim for the same incident, the most you will pay is twice the excess.

# **About HSBC Select and Cover Travel Insurance**

# **Known Event:**

This **Option** covers **you** and **your family** for unexpected and unforeseen events and circumstances, for example, if an **insured person** has an accident while on holiday and needs urgent medical treatment this will be covered.

There is no cover in relation to any event, incident or circumstances if, at the time this **Option** was purchased or an **insured person** booked a trip (whichever is later), an **insured person** knew that, or could reasonably be expected to have known that:

- · the event or incident had already occurred or was going to occur; or
- · the circumstances existed, or were going to exist,

and the event, incident or circumstances could reasonably be expected to affect their travel plans.

For example:

- an **insured person** would be reasonably expected to know of any event, incident or circumstances that had been widely reported in the media in the UK at the time this **Option** was purchased, or a trip was booked (whichever is later).
- there is no cover for cancellation of a trip if travel plans are disrupted because flights are cancelled or any government or authority closes their borders, or imposes restriction of movement and these cancellations or restrictions were in place or had been announced at the time this **Option** was purchased, or a trip was booked (whichever is later).

Please refer to point 9 in Worldwide Travel - Exclusions which apply to this whole **Option**.

# **Unrecoverable Costs:**

This **Option** provides cover for unrecoverable costs. If an **insured person** needs to make a claim for travel, accommodation or related costs which any **insured person** has paid, we will consider claims for their costs which are unrecoverable from their travel and/or accommodation provider or agent, debit/credit card company, PayPal, ABTA, or ATOL (or similar organisations).

For example, if an **insured person's** trip is cancelled by the tour operator or booking agent they may have a right to a refund from them for some or all of the cost of their trip.

If an **insured person** is not able to recover all of their costs and the circumstances are covered by the terms of this **Option**, we will consider costs they have been unable to recover.

When a claim is made, we may ask for:

- proof of booking and any costs paid;
- · details of any refund they have been able to obtain;
- evidence that they are not able to recover the costs elsewhere.

Please check this **Option** carefully to ensure that **you** understand what is and isn't covered.

# **Reciprocal Health Agreements**

The UK has reciprocal healthcare agreements with a number of countries and territories worldwide. If **you** and **your family** are UK residents, these agreements mean that **you** and **your family** may be entitled to urgent medical treatment at a reduced cost, or in some cases for free. We strongly recommend that an **insured person** check if the country they are travelling to has a reciprocal health agreement in place and what the requirements are before they leave the UK, **you** can find more information on-line at **www.nhs.uk** and search for healthcare abroad.

# Travel advice of the Foreign, Commonwealth and Development Office (FCDO)

# Foreign, Commonwealth and Development Office – travel advice by country

- Before an **insured person** books a trip and travels, they should check the FCDO website **www.gov.uk/foreign-travel-advice**. It is packed with essential travel advice and tips, plus up to date information about different countries.
- You and your family should be aware of any travel restrictions or advisory notices for the country you plan to visit.
- This **Option** provides cover should a trip be booked and then need to be cancelled or **you** and **your family** need to return home early as a result of the FCDO advising against all travel or all but essential travel, or where British nationals are advised to return home.

# We won't cover:

- Any trip if an **insured person** travels against the advice of the FCDO or any government, or where they do not follow any advice or measures put in place by any government or local authority in the UK or abroad, for example quarantine rules or curfews.
- Any claim if the advice or measures were in place or had been announced at the time you purchased this Option or a trip was booked (whichever is later).

# COVID-19: What am I covered for?

This **Option** will provide cover for events relating to COVID-19, such as:

- Emergency medical expenses abroad and cancelling or coming home early if an insured person falls ill with COVID-19.
- Cancelling or coming home early if an **insured person** has to self-isolate or quarantine before they travel or while on their trip due to COVID-19 (please be aware, this doesn't include having to self-isolate or quarantine when an **insured person** returns from their trip).
- Cancelling or coming home early due to an FCDO advisory notice being in place advising against all or all but essential travel to an **insured person's** destination or, the FCDO are advising British citizens to leave the area in which an **insured person** is staying. Cover for cancellation is only available in the 31 days before an **insured person's** departure date.

If an **insured person** has suffered with COVID-19 and needed medical treatment, then as with other medical conditions please refer to the 'Your Health' section on page 26 to find out whether they are covered.

This **Option** will only cover **you** and **your family** for unexpected and unforeseen events – please refer to the Known Event section on page 25.

We recommend **you** read **your** Policy Terms and Conditions for full details on what is and isn't covered, in particular Exclusions which apply to this whole **Option** sections 8, 9 and 10 on page 37.

# Worldwide Travel - Your cover

# A. Your health (please read this section carefully)

What is covered	What is not covered
In most cases sudden and unexpected changes to an insured person's health will be covered by this policy whether it's related to an existing condition or a new condition.  Sudden and unexpected changes in health which occur after a trip has been booked will be covered if an insured person needs to cancel the trip or when travelling.  If you are in any doubt as to whether a condition is covered or not, please call us on 0345 051 1351.	In addition to anything excluded in 'Worldwide Travel – Exclusions which apply to this whole <b>Option</b> ', there is no cover for:  1. Any claim that happens as a direct or indirect result of any medical condition or symptom suffered by any <b>insured person</b> where:  • in the <b>3 months before booking the trip</b> they have been admitted to hospital or had surgery or treatment in a
	<ul> <li>when booking the trip they are awaiting treatment or investigation in a hospital or out-patient clinic or awaiting results of tests/investigations, other than routine monitoring of on-going conditions that have not required further investigation.</li> <li>This exclusion still applies even if the medical condition or symptom has been resolved by the time the insured person travels.</li> </ul>
	<ul> <li>Any claim where an insured person:</li> <li>travelled against the advice of a doctor or without seeking medical advice when it was reasonable for them to have consulted a doctor before travelling;</li> <li>travelled with the intention of seeking medical treatment;</li> <li>was not taking medication that had been prescribed to them; or</li> <li>travelled having been told that they have a terminal illness.</li> </ul>

# B. Cancelling or coming home early

**Travel costs** – means each **insured person's** personal non-refundable pre-paid travel, accommodation, event tickets, excursion and green fee costs.

**Travelling companion** – means a person who is travelling with an **insured person**, without whom the **insured person** cannot make or continue the trip.

**Close business associate** – means someone an **insured person** works with in the UK who needs to be at work for the **insured person** to be able to go on the trip, as confirmed by a senior manager of the business.

# What is covered

If an **insured person** needs to cancel their trip or come home early due to an event below happening, we will pay for unrecoverable costs that each **insured person** has paid or legally has to pay for their own unused personal travel and accommodation (including excursions).

We will consider claims for an **insured person's** costs which are unrecoverable from their travel and/or accommodation provider or agent, their debit/credit card company, PayPal, ABTA, or ATOL (or similar organisations).

- An insured person or their travelling companion is injured, falls suddenly and unexpectedly ill, is quarantined or dies; or
- A close relative, close business associate or the person the insured person was going to stay with is seriously injured, falls seriously ill or dies.
- 3. An insured person is:
  - a. Called as a witness or for jury service in a court of law;
  - b. Formally notified of redundancy;
  - Needed at home following a burglary or severe damage to their home:
- An insured person's travel or accommodation provider becomes insolvent;
- A natural disaster, fire, explosion or outbreak of food poisoning means an **insured person** is unable to travel or use their prebooked accommodation;
- Severe weather prevents an **insured person** from reaching their departure point or pre-booked holiday accommodation in the UK;
- An insured person is unable to depart within 12 hours of the time shown on their travel ticket due to cancellation or delay of their pre-booked travel arrangements;
- 8. An **insured person** is denied boarding because there are too many passengers for the seats available and no suitable alternative flight could be provided within 12 hours;
- An insured person is the victim of a violent crime which has been reported to the police;
- 10. An **insured person** is a member of HM Armed Forces, the Emergency Services or a Government Department and leave is cancelled due to an unexpected posting or an emergency in the UK; or
- 11. In the 31 days before an **insured person's** departure date, or while they are travelling and have to come home early because:
  - a. The FCDO issues an advisory notice against all (or all but essential) travel, to the area in which the **insured person** is staying or the FCDO are advising British citizens to leave the area in which they are staying.
  - b. A terrorist attack happens within a 50-mile radius of an **insured person's** pre-arranged accommodation and they do not wish to travel or they wish to return home early.

An **insured person** will also be covered if any of these events means their travelling companion needs to cancel or come home early.

If an **insured person** needs to come home early, they must contact us on **0345 302 8387** before making any arrangements. If necessary, we'll pay additional travel costs if they are unable to use their return ticket.

# What is not covered

In addition to anything excluded in 'Worldwide Travel – Exclusions which apply to this whole **Option**', there is no cover for:

- Any claim where, at the time of purchasing this **Option** or booking their trip (whichever is later), an **insured person** knew that an illness or injury of a close relative, travelling companion or person they were travelling to stay with, could reasonably be expected to affect their travel plans;
- 2. Costs relating to timeshare agreement e.g. maintenance costs and exchange fees;
- 3. Travel costs paid for using loyalty, reward or points schemes;
- 4. Claims where an **insured person** has not allowed sufficient time to get to the departure point for the time shown on their itinerary, making allowance for weather conditions and forecast; or
- 5. Anything shown as not covered under 'A. Your health'.

# C. Emergency medical and associated expenses

# What you need to do

If an **insured person** has a medical emergency that requires:

- · admission to hospital, or
- tests or investigations as an outpatient, or
- repeat consultations with a doctor;

please contact the 24 hour Medical Emergency helpline as soon as possible on 0044 1603 208951.

Aviva will speak to the treating doctor and agree the best course of action for the **insured person's** treatment. This may include moving them to another hospital or arranging to bring them home early.

For a minor illness or injury treated with medication from a pharmacy or one-off treatment at a clinic, keep any receipts for costs incurred and contact Aviva when the **insured person** gets home. If any **insured person** needs assistance, contact the helpline at any time.

# What is covered

Aviva will provide the cover shown below if an **insured person** unexpectedly falls ill, is quarantined, injured or dies during the trip:

# **Emergency Treatment**

Emergency medical treatment (including rescue services to take the **insured person** to hospital following injury or illness) and emergency dental treatment required for immediate pain relief.

# **Associated Expenses**

- 1. Costs incurred in making or receiving telephone calls from the 24hr Medical Emergency helpline.
- Taxi fares for an **insured person's** travel to or from hospital which relate to their medical treatment or collection of medication prescribed by the hospital.
- Accommodation costs if an **insured person** has to stay beyond their planned return date because they are medically unfit to travel home and additional travel costs if they can't use their return ticket.
- 4. Bringing an **insured person** home if it is medically necessary, when it will be arranged by Aviva.
- Costs of burial or cremation in the country outside the UK where an **insured person** dies, or returning their body or ashes to their home.
- 6. The cost of returning an **insured person's** body or ashes home if they die on a trip in the UK.

Aviva will also pay necessary travel and accommodation costs for a person who has to stay with the **insured person** or travel to be with them, where Aviva agrees this is necessary.

If an **insured person** is unable to return home on their planned return date Aviva will extend their **Option** for as long as the treating doctor believes is medically necessary. Cover will end when the **insured person** is fit to travel. If the **insured person** does not return home as soon as they are fit to travel, all cover will end.

# **Medical Inconvenience**

Where an **insured person** has a valid claim for Emergency Treatment, Aviva will pay a benefit for each full 24 hours they are being treated in hospital or confined to their accommodation on medical advice, as well as a proportionate refund of any non-refundable pre-paid travel, accommodation, event tickets and excursion costs they were unable to use during this time. This includes costs relating to any other **insured person** who was unable to continue their trip without them.

# What is not covered

In addition to anything excluded in Travel – Exclusions which apply to this whole **Option**', there is no cover for:

- 1. Non-emergency treatment that the treating doctor agrees can wait until the **insured person** gets home;
- Extra costs because the **insured person** has requested a single or private room; or
- Costs relating to any medical treatment received in the UK
  unless this is during travel to the Channel Islands or the Isle of
  Man and these costs are not covered by reciprocal health care
  agreements.
- 4. Anything shown as not covered under 'A. Your health'

# D. Travel disruption

#### What is covered

If an **insured person** is unable to return home on their planned return date due to the vehicle in which they are travelling breaks down or their pre-booked transport is delayed or cancelled, Aviva will extend the policy for up to 14 days.

# **Missed Departures**

If an **insured person** misses their pre-booked transport due to an unexpected transport delay that has been independently confirmed by the transport provider, traffic or police reports or roadside assistance provider, Aviva will pay extra travel and accommodation costs they need to pay to continue their journey.

Aviva will also pay a proportionate refund for any unused non-refundable pre-paid travel, accommodation, event tickets and excursion costs if an **insured person** arrives at their destination later than scheduled due to the missed departure.

# Travel delay

If an **insured person's** pre-booked transport is delayed for more than 12 hours and they choose to continue their trip Aviva will pay the **insured person** the amount shown on your current policy schedule.

# Alternative travel arrangements

Aviva will pay additional travel and accommodation costs if an **insured person** has to make alternative travel arrangements to reach their destination or home on the return journey if:

- 1. The **insured person's** pre-booked transport from or to the UK is cancelled or delayed for at least 12 hours or diverted after take off; or
- 2. The **insured person** is denied boarding because there are too many passengers for the seats available and no alternative flight can be provided within 12 hours; or
- 3. The **insured person's** transport operator or accommodation provider becomes insolvent.

Aviva will also pay for emergency medical supplies if the **insured person** is unable to return home and their prescription medication has run out as a direct result of having to make alternative transport arrangements.

# Alternative accommodation

If an **insured person** is forced to move from their pre-paid accommodation due to a natural disaster, fire, explosion, outbreak of food poisoning or insolvency, Aviva will pay additional costs for alternative accommodation of a similar standard and transport to allow the **insured person** to continue the trip.

# What is not covered

In addition to anything excluded in 'Worldwide Travel Exclusions which apply to this whole **Option**', there is no cover for:

- Any claim for Alternative travel arrangements or Alternative accommodation where the affected travel and/or accommodation arrangements are part of a package, as defined by The Package Travel, Package Holidays and Package Tour Regulations 1992;
- A claim where an **insured person** hasn't allowed sufficient time, or done everything they can, to get to the departure point for the time shown on their itinerary;
- Any costs where an insured person's travel and/or accommodation provider has offered alternative arrangements and they have refused this; or
- 4. Travel Disruption where Aviva have paid a claim for cancelling or coming home early due to the same event.

# E. Emergency travel document expenses

# What is covered Aviva will pay for Emergency travel documents and additional travel and accommodation (of a similar standard to that the insured person had booked) if their passport or visa is lost or stolen while they are outside the UK and they need to reschedule their pre-booked travel arrangements. What is not covered Anything listed in 'Worldwide Travel – Exclusions which apply to this whole **Option**'.

# F. Your personal money

**Money** – means personal cash, travellers' cheques, postal or money orders, pre-paid coupons or vouchers, pre-loaded cash and phone cards, non-refundable prepaid event and entertainment tickets, passports, visas, driving licences and travel tickets that are owned by an **insured person**.

What is covered	What is not covered
Aviva will cover an <b>insured person</b> if their money is lost or stolen, as long as they attempt to keep their money safe and are able to provide evidence that they owned the money and how much it was worth, for example by providing proof of withdrawal or currency exchange receipt.	<ol> <li>In addition to anything excluded in 'Worldwide Travel – Exclusions which apply to this whole <b>Option</b>', there is no cover for:</li> <li>Any loss or theft that has not been reported to the police as soon as reasonably possible (where it is not possible to obtain a police report the <b>insured person</b> must provide other independent proof of the loss or theft such as a letter from their transport company, accommodation provider, vehicle hire company or repairer) and a written report requested;</li> <li>Money not carried in the <b>insured person's</b> hand luggage and fully accessible to them while they are travelling;</li> <li>Theft of money from a hotel room/apartment unless it has been placed in a safe or there is evidence of a break in;</li> <li>Theft of money from a motor vehicle or caravan unless there is evidence of a break in and the money had been placed out of view;</li> <li>Loss or theft of travellers cheques or pre-loaded cash cards where the issuer has provided a replacement or where the <b>insured person</b> has not complied with the issuers instructions;</li> <li>Money that has been confiscated by customs or other officials.</li> <li>Bonds, securities or documents of any kind (other than those defined as money in this section); or</li> <li>Shortages due to a mistake or change in exchange rates.</li> </ol>

# G. Personal liability

# What is covered What is not covered Aviva will cover an **insured person** for money they legally have to In addition to anything excluded in 'Worldwide Travel – Exclusions pay if they cause an accident during the trip that leads to: which apply to this whole **Option**', there is no cover for: 1. Death or physical injury to any person; 1. Fines or damages an **insured person** has to pay as punishment rather than compensation; or 2. Loss or damage to property; 2. Liability arising from: 3. Loss or damage to holiday accommodation which is not owned by the insured person. a. Death or injury of a member of the insured person's family or anyone who works for them; Aviva will also pay legal costs and expenses incurred by an insured person in relation to the accident. The insured person b. Loss of or damage to property which belongs to, or is must obtain Aviva's consent in writing before incurring any cost or under the control of the insured person or a member of expense. their family; c. An insured person's job; d. Involvement in manual work or physical labour of any kind; e. Involvement in voluntary, charity or conservation work; f. An insured person owning or using any land or building, other than temporary holiday accommodation which is not owned by them or a member of their family; or g. An insured person owning or using: i. motorised vehicles; ii. wind-powered vehicles (e.g. sand kites); iii. aircraft of any description; or iv. watercraft (other than surfboards or those propelled by oars or paddles).

# H. Legal expenses and advice

For legal advice or to make a legal expenses claim call within UK: 01603 208529 or Outside the UK: 0044 1603 208529.

# What is covered

If, during the trip, an incident causes the death or injury of an **insured person** which was not an **insured person's** fault Aviva will provide a lawyer and legal costs to pursue a claim.

# Important things you need to know

- 1. Choice of lawyer
  - a. If court proceedings are issued within the UK or there is a conflict of interest, an **insured person** can choose their own lawyer.
  - b. For proceedings outside the UK Aviva will choose the lawyer.
  - Aviva will appoint that lawyer subject to acceptance of its standard terms of appointment which are available on request.
- 2. Aviva's rights and the **insured person's** obligations
  - On request, an **insured person's** lawyer must provide Aviva with the information or opinion about the **insured person's** claim.
  - An insured person must fully co-operate with Aviva and the lawyer.
  - c. An **insured person** must notify Aviva immediately if anyone offers to settle a claim. If an **insured person** doesn't accept an offer which the lawyer advises is reasonable Aviva may refuse to pay further costs.
  - d. If an **insured person's** claim is successful, they must instruct their lawyer to attempt to recover all costs relating to their case.
- 3. This cover will end if an insured person:
  - a. settles or withdraws a claim without Aviva's agreement;
  - b. does not co-operate with Aviva or the lawyer; or
  - c. dismisses a lawyer without Aviva's consent. Aviva will not withhold consent without good reason.

If, due to the above, Aviva incur costs that wouldn't otherwise be incurred, Aviva reserve the right to recover these from the **insured person**.

# What is not covered

In addition to anything excluded in 'Worldwide Travel – Exclusions which apply to this whole **Option**', there is no cover for:

- 1. Claims that don't result from a specific incident that happened during the trip;
- Costs incurred prior to Aviva's written acceptance of an insured person's claim;
- 3. An application for judicial review;
- 4. Claims made by anyone other than **an insured person** enforcing their rights under this cover;
- Claims which, in the lawyer's opinion, are more likely to fail than succeed:
- 6. Claims where the costs of the claim are more than the potential compensation; or
- Costs relating to a contingency fee arrangement. In some countries a lawyer will only work for you if they receive a percentage of the compensation that they are rewarded. An **insured person** cannot recover that percentage from this insurance.

# I. Accidental death or permanent disability

# What is covered

# Aviva will cover an **insured person** if they suffer a serious accidental injury during the trip that requires immediate and urgent medical attention and within 24 months of the accident, leads solely, directly and independently to one of the following:

- Death (where benefit will be paid into the **insured person's** estate); or
- 2. Total and permanent loss of use of an entire arm, leg, hand or foot; or
- 3. Loss of sight to the extent that the **insured person** is eligible to be registered as severely sight impaired; or
- The insured person's permanent disablement, which entirely prevents them from following any occupation suited to their education, experience and capability.

# What is not covered

Anything listed in 'Worldwide Travel – Exclusions which apply to this whole **Option**'.

# J. Sports and leisure activities

# Aviva will cover an **insured person** whilst they take part in most sports activities. The **insured person** must take all reasonable precautions to protect themselves against accidents, illness and injury, which includes making use of any appropriate safety equipment and following any instructions provided (if taking part in an organised activity).

An **insured person's** sports equipment will be covered subject to the limits, conditions and exclusions of 'K. Your belongings', including limits for an individual item or pair or set of items.

# What is not covered

In addition to anything excluded in 'Worldwide Travel – Exclusions which apply to this whole **Option**', and the Personal liability section G, there is no cover for:

- An **insured person** training for, or taking part in any race, time trial or organised sports competition, performance or tournament; or
- An insured person participating in an activity as a
  professional or where they are paid or receive benefits in kind,
  such as travel and/or accommodation or expenses.

# Excluded activities

What is covered

There is no cover for any claim for injury, illness or death that happens while an **insured person** is taking part in these activities, or any financial loss as a result of them being unable to take part in these activities:

# Land

- Adventure Racing/Endurance Events/ Marathon/Ultramarathon/Multi-discipline events
- Big game hunting/hunting
- Boxing/Martial arts
- Caving/Potholing
- Cycle Racing
- Expeditions
- Free running/Parkour
- Horse riding involving jumping or hunting
- Manual work, other than charity and conservation work organised by a registered charity that does not involve working at heights of more than three metres or working in a healthcare facility.
- Mountain biking other than trails graded as easy or moderate
- Mountaineering, Rock Climbing, Bouldering (outdoors) or Via Ferrata
- Track events involving the use of motor vehicles
- Trekking that involves an ascent to more than 5,000 metres altitude

#### Natei

- Canyoning/Coasteering
- Cliff diving
- Free diving
- High diving
- Ice diving
- Kite surfing
- River sports involving rivers over grade three
- Sailing/Yachting more than 12 miles from shore
- Scuba diving
  - where the **insured person** is not accompanied by a qualified instructor or dive master;
  - beyond the depth to which the insured person is qualified to a maximum of 40m; or
  - that is professional, commercial or technical diving in nature, including but not limited to enriched air, tutor, solo, wreck, cave or cavern diving
- Water ski jumping

#### **Aerial**

- · Base jumping
- Flying (other than as a fare paying passenger in a fully licensed passenger carrying aircraft)
- Gliding
- Hang gliding
- Parachuting
- Paragliding
- Sky diving/parachuting (other than tandem skydiving through licensed operator)

# K. Your belongings

Belongings - means baggage, personal effects and valuables that an insured person owns or is legally responsible for.

**Valuables** – means jewellery, costume jewellery, watches, items made of or containing precious metal or stones, binoculars, handheld games consoles and equipment, mobile phones, mp3 players photographic or video equipment, e-readers, laptops and tablets or any accessories which are designed to be used with these.

# What is covered

Aviva will cover an **insured person** if their belongings are lost, stolen or accidentally damaged during the trip.

For any belongings which are less than two years old, Aviva will pay the replacement cost when proof of original purchase is provided. If proof of original purchase is not provided or the item is more than two years old, Aviva will calculate the value of any item at the time of loss based on its age. Aviva won't pay more than the original purchase price for any lost, stolen or damaged item.

If an **insured person's** bags are temporarily lost on the outward journey and their transport provider confirms they were without them for more than 12 hours, Aviva will pay for replacement essential items. The **insured person** will need to keep the receipts for any items they purchase. If an **insured person's** bags are permanently lost, Aviva will deduct any payment made from the final claims settlement.

# What you need to do

- If an insured person's belongings are lost or damaged by an authority, transport company or accommodation provider the insured person must report the details to them in writing and request written confirmation.
- 2. If an **insured person's** belongings are lost or damaged by an airline the **insured person** must:
  - a. Report the details to them in writing within the time limit in their conditions of carriage
  - b. Get a property irregularity report
  - c. Keep their travel tickets and tags
- 3. Report the theft to the police as soon as the **insured person** can following discovery and request a written report. Where it is not possible to obtain a police report the **insured person** must provide other independent proof of the loss or theft such as a letter from their transport company, accommodation provider, vehicle hire company or repairer) and request a written report.
- 4. Send Aviva any proof of ownership that may be asked for to help settle the **insured person's** claim which may include receipts or card/bank statements showing evidence of purchase. If an **insured person** is unable to provide this, it may affect their claim.
- 5. Keep any damaged items as the **insured person** may be asked to send them to Aviva at the **insured person's** cost. If an **insured person** is unable to provide the damaged items it may affect their claim.

#### What is not covered

In addition to anything excluded in 'Worldwide Travel – Exclusions which apply to this whole **Option**', there is no cover for:

- Belongings that an **insured person** has deliberately left somewhere that is not in their full view or with someone they know;
- 2. Valuables not carried in an **insured person's** hand luggage and fully accessible to them while they are travelling;
- 3. Theft of valuables from a hotel room/apartment unless they have been placed in a safe or there is evidence of a break in;
- 4. Theft of belongings from a motor vehicle or caravan unless there is evidence of a break in and they had been placed out of view;
- 5. Damage to glass (except lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items;
- Wear and tear, loss of value, damage caused by moths or vermin, or any damage caused by cleaning, repairing or restoring;
- 7. Drones, cycles, contact lenses, hearing aids, medical or dental fittings;
- 8. Damage to hired sports equipment while it is being used;
- 9. Confiscation of an **insured person's** belongings by customs or other officials; or
- 10. Items used in connection with an **insured person's** job unless they belong to them.

# L. Winter sports

#### What is covered

Winter sports are covered up to 31 days per calendar year.

An **insured person** will be covered for injury, illness or death that happens whilst they are participating in winter sports.

Aviva will also extend the cover for travel costs to include an **insured person's** non-refundable ski pack (lessons from a ski school, ski hire and lift pass) if they need to cancel their trip or come home early.

# Winter sports equipment

Aviva will cover an **insured person** if their skis, snowboards, boots, helmets, bindings or poles are lost, stolen or accidentally damaged and their lift pass if it is lost or stolen.

Aviva will calculate the value of any item at the time of loss less a deduction for wear and tear and depreciation:

Age of ski equipment	Amount payable
Less than 1 year old	90% of value
Less than 2 years old	70% of value
Less than 3 years old	50% of value
Less than 4 years old	30% of value
Less than 5 years old	20% of value
Over 5 years old	No payment

If an **insured person's** winter sports equipment is lost, stolen, accidentally damaged or lost in transit for more than 24 hours, Aviva will pay for the **insured person** to hire replacement equipment.

# What you need to do

- If an insured person's winter sports equipment is lost or damaged by an authority, transport company or accommodation provider, the insured person must report the details to them and request written confirmation.
- 2. If an **insured person's** winter sports equipment is lost or damaged by an airline, the **insured person** must:
  - a. Report the details to them in writing within the time limit in their conditions of carriage.
  - b. Get a Property Irregularity Report.
  - c. Keep their travel tickets and tags.
- 3. Report the theft to the police as soon as possible following discovery and request a written report. Where it is not possible to obtain a police report the **insured person** must provide other independent proof of the loss or theft such as a letter from their transport company, accommodation provider, vehicle hire company or repairer and request a written report.
- 4. Send Aviva any proof of ownership that it may ask for to help settle the **insured person's** claim which may include receipts or card/bank statements showing evidence of purchase. If an **insured person** is unable to provide this, it may affect their claim.
- 5. Keep any damaged items as the insured person may be asked to send them to Aviva at the insured person's cost. If an insured person is unable to provide the damaged items it may affect their claim.

# What is not covered

In addition to anything excluded in 'Worldwide Travel – Exclusions which apply to this whole **Option**', there is no cover for:

Winter sports equipment an **insured person** has deliberately left somewhere that is not in their full view or with someone they know:

Wear and tear, loss of value, damage caused by moths or vermin, or any damage caused by cleaning, repairing or restoring;

Damage to hired winter sports equipment while it is being used; or

Theft of winter sports equipment from a motor vehicle or caravan unless there is evidence of a break in and they had been placed out of view.

# **Excluded activities**

There is no cover for any claim for injury, illness or death that happens while an insured person is taking part in these activities or any financial loss as a result of them being unable to take part in these activities:

- Bobsleigh/cresta/luge/skeleton
- Freestyle skiing/snowboarding
- Glacier skiing
- Heli-skiing
- Off-piste skiing (unless accompanied by a qualified guide at all times in areas the resort management consider to be safe)
- Ski flying/jumping/stunting/surfing
- Ski racing/training
- Ski mountaineering

# Winter sports holiday disruption

Aviva will pay an **insured person** a daily benefit if all pistes at their booked resort are closed.

Aviva will pay a benefit for each day that an **insured person** is medically certified as being unable to ski or board, as well as a proportionate refund of their non-refundable ski pack (lessons from a ski school, ski hire and lift pass).

Aviva will pay a benefit for additional travel and accommodation expenses if an **insured person** is delayed for more than 5 hours by avalanche or landslide and this means they cannot reach their resort or home.

# M. Golf cover

#### What is covered

Aviva will cover any **insured person** if their golf equipment (not including clothing) is lost, stolen or accidentally damaged.

Aviva will calculate the value of any item at the time of loss as follows:

Age of golf equipment	Amount payable
Less than 1 year old	90% of value
Over 1 year old	70% of value
Over 2 years old	50% of value
Over 3 years old	30% of value
Over 4 years old	20% of value

If an **insured person's** golf equipment is lost, stolen, accidentally damaged or lost in transit for more than 12 hours, Aviva will pay for the **insured person** to hire replacement equipment.

# What you need to do

- If an insured person's golf equipment is lost or damaged by an authority, transport company or accommodation provider the insured person must report the details to them and request written confirmation.
- 2. If an **insured person's** golf equipment is lost or damaged by an airline the **insured person** must:
  - a. Report the details to them in writing within the time limit in their conditions of carriage
  - b. Get a property irregularity report
  - c. Keep their travel tickets and tags
- 3. Report the theft to the police as soon as possible following discovery and request a written report. Where it is not possible to obtain a police report the **insured person** must provide other independent proof of the loss or theft such as a letter from their transport company, accommodation provider, vehicle hire company or repairer and request a written report.
- 4. Send Aviva any proof of ownership that it may ask for to help settle the **insured person's** claim which may include receipts or card/bank statements showing evidence of purchase. If an **insured person** is unable to provide this, it may affect their claim.
- 5. Keep any damaged items as the **insured person** may be asked to send them to Aviva at the **insured person's** cost. If an **insured person** is unable to provide the damaged items it may affect their claim.

# What is not covered

In addition to anything excluded in 'Worldwide Travel – Exclusions which apply to this whole **Option**', there is no cover for:

- Golf equipment an **insured person** has deliberately left somewhere that is not in their full view or with someone they know;
- 2. Wear and tear or loss of value; or
- 3. Damage to hired golf equipment while it is being used.
- 4. Theft of golf equipment from a motor vehicle or caravan unless there is evidence of a break in and they had been placed out of view.

# Worldwide Travel - Conditions which apply to this whole Option

In addition to the General conditions in '3. Your policy - What you need to know', the following conditions apply:

- 1. All insured persons must take reasonable care to protect themselves and their property.
- 2. If an **insured person** makes a medical claim, they may be asked to provide consent for Aviva to access the **insured person's** medical records to assess whether cover applies and assist the treating doctors in providing the **insured person** with the most appropriate treatment.
- 3. An **insured person** or their legal representative must provide and if necessary pay for any certificates, information and evidence Aviva may need to deal with the **insured person's** claim, for example medical or death certificates, police reports, purchase receipts or other evidence needed to prove the **insured person's** claim.
- 4. If, at the time of an incident that leads to a claim on this **Option**, there is any other insurance covering the same loss, damage, expense or liability, Aviva is entitled to approach that insurer for a contribution towards the claim and will only pay its share.
- 5. Aviva is entitled to take over and carry out in an **insured person's** name, the defence or settlement of any legal action, including action to recover any payment Aviva has made under this **Option**.
- 6. The **insured person** must tell Aviva as soon as possible after an injury, illness, incident or redundancy, or if the **insured person** discovers any loss or damage which may lead to a claim under this policy. The **insured person** must also tell Aviva if the **insured person** is aware of any writ, summons or prosecution.
- 7. The **insured person** must send Aviva every communication relating to a claim as soon as possible.
- 8. The **insured person**, or any person acting for them, must not negotiate, admit or reject any claim without Aviva's permission in writing.

# Worldwide Travel - Exclusions which apply to this whole Option

In addition to the exclusions in the 'What is not covered' sections of this Worldwide Travel policy cover section, there is no cover for:

- 1. Any claim for an **insured person's** death, injury or illness resulting from their:
  - a. Suicide or deliberate self-inflicted injury;
  - b. Misuse of alcohol or drugs or consumption of alcohol or drugs (other than drugs taken under medical supervision and not for treating alcohol or drug addiction) to an extent which causes immediate or long-term physical or mental impairment, including impairment to the insured person's judgement causing them to take action they would not normally have taken; or
  - c. Misuse of alcohol or drugs causing an exacerbation of a medical condition.
- 2. Any claim for an incident during the trip that results from an insured person:
  - a. Deliberately putting themselves at risk of death, injury or illness (unless they were trying to save human life);
  - b. Climbing on, or jumping from, any balcony railing, ledge or wall;
  - c. Being in control of any motorised vehicle, unless they are fully licensed for such a vehicle in the UK (where applicable) and they comply with all local laws applying to the use of the vehicle, for example, wearing a seatbelt where this is required by law;
  - d. Using a motorcycle, scooter, moped or quad bike unless they wear a crash helmet;
  - e. Being in control of a motor vehicle and:
    - i. Acting in a dangerous or careless manner; and/or
    - ii. Exceeding the legal speed limit; and/or
    - iii. Exceeding the legal drink or drug driving limit.
- 3. Any claim resulting from an **insured person's** involvement in paid or unpaid manual work (other than voluntary work at heights of less than 3 metres);
- 4. Any claim because an **insured person** doesn't feel like travelling or doesn't enjoy the holiday; (other than any reason shown in 'B. Cancelling or coming home early'; or
- 5. Any loss that is not specifically described in this **Option**.
- 6. 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 contributed to by any other cause or event:
  - a. War, invasion, act of a foreign enemy, hostilities or warlike operation or operations (whether war has been declared or not), civil war, mutiny, revolution, rebellion, military rising, insurrection, or civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising, military power (even if properly authorised by the duly elected government), usurped power; or
  - b. Any action taken to prevent, control or suppress, or which in any way relates to a. above.
- 7. 7. Claims directly or indirectly caused by:
  - a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of an assembly.
  - c. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

- 8. Any claim for costs which are recoverable from an **insured person's** travel and/or accommodation provider or agent, their debit/credit card company, PayPal, ABTA, or ATOL (or similar organisation).
- 9. Any claim in relation to any event, incident or circumstances if, at the time **you** purchased this **Option**, or an **insured person** booked a trip (whichever is later), an **insured person** knew that, or could reasonably be expected to have known that:
  - the event or incident had already occurred or was going to occur, or
  - the circumstances existed, or were going to exist and that the event, incident or circumstances could reasonably be expected to affect their travel plans.
- 10. Any claim if an **insured person** travels against the advice of the FCDO or the government of any country to which they will travel, or where they do not follow any advice or measures put in place by any government or local authority in the UK or abroad, for example quarantine rules or curfews.
- 11. Any claim if an insured person travels to give birth or to collect newly adopted or surrogate children.
- 12. Travelling with the intention of seeking medical advice or treatment, undergoing medical investigations and/or any complications or new conditions found as a result of that advice, treatment or investigation.

# Worldwide Travel - Making a claim

#### What to do

- 1. If an **insured person** has a medical emergency during their trip or need to come home early, contact the 24 hour Medical Emergency helpline as soon as possible on **0044 1603 208951**.
- 2. Contact the **insured person's** travel and/or accommodation provider as soon as the **insured person** becomes aware of a reason their trip needs to be cancelled.
- 3. Report any loss or theft to the police as soon as reasonably possible and get a written report from them (if it's not possible to report it to the police, obtain other independent proof, such as a letter from the **insured person's** transport company or accommodation provider).
- 4. Tell Aviva about any event that may lead to a claim as soon as possible.

#### How your claim will be settled

Aviva will deduct any excess due from any payment made.

Where Aviva provide cover for alternative transport or accommodation, it will pay reasonable costs based on a similar standard of accommodation or class of travel to that the **insured person** had booked originally.

# **Mobile Phone**



This **Option** only applies when shown on your current policy schedule.

# **About this Option**

This HSBC Select and Cover Mobile Phone **Option** is underwritten by Aviva Insurance Limited (Aviva), 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.

# Mobile Phone – What you need to know

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

#### Mobile Phone eligibility

This cover is for **you** and **your family's** phones only – that's the phones **you** and **your family** use on a daily basis. It does not extend cover to phones used on a daily basis by anyone else, even if you pay the bill. No other phones are covered, and there is no cover for phones that are owned by an employer.

Cover is limited to phones that:

- are the manufacturer's standard design and specification;
- are not manufactured and/or marketed as limited edition or designer collaboration versions;
- have SIM card capability and are able to make and receive telephone calls and SMS messages when connected to a mobile phone network;
- are in full working order at the cover start date shown on your current policy schedule;
- cannot be used as a satellite phone; and
- have not been manufactured wholly or partly from precious or semi-precious metals, stones or crystals.

If you wish, **you** and **your family** can register your phones and IMEI numbers – it will make it quicker and easier if any of you need to make a claim.

You can find your IMEI number, on the box or receipt for your phone, or by dialling \*#06# on your phone's keypad. Don't worry – you're all covered whether you've registered or not, but you will need your IMEI number to claim. To register your phone, just go online at www.hsbc.co.uk/insurance/products/selectandcover.

#### Limits and excesses

- 1. There is a limit to the number of successful claims **you** and **your family** can make in each year, starting from the start date of **your** policy. This claims limit is shown on **your** current policy schedule.
- 2. **You** or the **insured person** will need to pay a contribution towards each successful claim made on **your** policy this is called the excess, and it will be collected before Aviva repair or replace the phone. Replacement phones are charged a higher excess than repaired phones. Where you have requested that your phone is repaired and this is not possible, we will replace your phone and you will be charged the replacement excess. The excess amount payable is shown on **your** current policy schedule.
- 3. **You** or the **insured person** will need to make a separate claim for each phone, even if multiple phones are affected in the same incident.

# Mobile Phone – Your cover

- 1. During the period of cover Aviva will repair or replace an **insured person's** phone if it is lost, stolen, damaged, or suffers a breakdown due to an internal fault happening after the manufacturer's warranty or a warranty provided as part of a previous claim, has expired. The replacement phones Aviva provides are refurbished models. They will be in an 'as new' condition, and come with a warranty. For more information please see the 'Mobile Phone Making a claim' section.
- 2. If the standard accessories supplied in the box with the **insured person's** phone and/or any case, charger, screen protector and/or memory card are lost, stolen or damaged at the same time as the phone, Aviva will replace the accessories up to a maximum value of £250 per claim providing the **insured person** can provide evidence to support the claim.
- 3. If Aviva replaces a phone following a valid claim for theft or loss, costs which the **insured person** has to pay due to unauthorised use of the phone in respect of calls, texts and mobile data will also be covered. The most Aviva will pay for unauthorised use is £2,500. The **insured person** should report the loss or theft to their network provider as soon as possible (the network provider will block the SIM card so it can no longer be used). There is no cover for any unauthorised use that happens more than 24 hours after discovering the phone is missing (48 hours if the **insured person** is abroad). The **insured person** must provide evidence of the charges.
- 4. Cover applies worldwide, but Aviva can only arrange to repair or replace a phone when you are back in the UK, as replacement phones can't be delivered anywhere outside the UK.

# Helping to prevent theft and loss - what is expected from you

We know that being without your phone is inconvenient – that's why Aviva will 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 are away from home to prevent a person you don't know taking it without you seeing them or being able to stop them.

Whilst Aviva will always consider the individual circumstances of claims for theft and loss, the following examples are intended to highlight the level of care Aviva expects **you** and **your family** to take in looking after your phones:

In a restaurant while you go to the bar	Don't leave your phone on the table. Take it with you or ask a friend to look after it.
Leaving a parked car	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.
By the pool or at the beach	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.
In the gym	Don't leave it lying around in the changing room. Secure it in a locker or take it with you.
In the workplace	Don't leave it on a counter or desk. Lock your phone away or put it out of sight.
Everywhere you go	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.

# Mobile Phone - Exclusions which apply to this whole Option

There is no cover for:

- 1. Any damage, breakdown, theft or loss which happened before the cover start date as shown on **your** current policy schedule.
- 2. Theft or loss of any phone where the circumstances of the claim suggest the **insured person** has deliberately put the phone at risk (the examples above help to explain what this means).
- 3. Theft from an unattended vehicle unless the vehicle was locked and the phone concealed from view.
- 4. Any claim where the **insured person** does not provide a valid IMEI number; or the IMEI number provided has previously been recorded as lost or stolen.
- 5. Any claim for a phone other than the personal phones **you** and/or **your family** use on a daily basis, such as those used on a daily basis by family or friends who don't live with you, even if you pay the bill.
- 6. Any claim for a phone owned by the employer of the user of the phone.
- 7. Information stored on the phone such as photos, data, apps and music and/or the recompilation, reinstallation or retrieval of data.
- 8. Any loss related to an **insured person** being unable to use the phone.
- 9. Cosmetic enhancements made to the phone, for example plating or embellishment with precious metals, stones or crystals.

- 10. Any claim for a tablet or other portable electronic device that is not a mobile phone.
- 11. Financial loss suffered because of the **insured person's** phone being used to access a bank account or mobile wallet, including the unauthorised use of contactless payment methods attached to the phone.
- 12. Cosmetic damage to the surface of the phone such as scratches and dents that don't affect how the phone works.
- 13. Any claim following damage or breakdown:
  - a. caused deliberately by anyone insured by this policy.
  - 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; or
  - e. caused by a virus or the use of software or accessories not approved by the manufacturer.
- 14. Any damage or breakdown that is covered by either the manufacturer's warranty or the warranty provided as part of a previous claim, or any claim that is the result of a manufacturer's defect or recall of the phone.
- 15. Any claim caused because of a phone being confiscated by an authority such as the police or border control.
- 16. The cost of any unauthorised use that happens more than 24 hours after discovering the phone is missing (48 hours if the **insured person** is abroad).
- 17. 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 contributed to by any other cause or event:
  - a. War, invasion, act of a foreign enemy, hostilities or warlike operation or operations (whether war has been declared or not), civil war, mutiny, revolution, rebellion, military rising, insurrection, or civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising, military power (even if properly authorised by the duly elected government), usurped power;
  - b. Terrorism; or
  - c. Any action taken to prevent, control or suppress, or which in any way relates to a. or b. above.
- 18. Claims directly or indirectly caused by:
  - a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of an assembly.

# Mobile Phone - Making a claim

Please contact us as soon as you can when you discover theft, loss, damage or breakdown.

To make a claim visit www.hsbc.co.uk/insurance/products/selectandcover or call us on 0345 302 8387.

#### What you need to do

Your Excess	• You'll be asked to pay a contribution towards each successful claim – this is called the policy excess and it must be paid before Aviva will repair or replace the phone. Replacement phones are charged a higher excess than for repaired phones. Where you have requested your phone to be repaired and this is not possible - we will replace your phone and you will be charged the replacement excess. The excess amount you need to pay is shown on <b>your</b> current policy schedule.
The IMEI number	• 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 *#06#. You can also find it on the box and your receipt.
Information to support your claim	• You or any insured person 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.
The original phone	<ul> <li>Where we replace the phone, the original phone will become Aviva's property. Your old phone will be collected when the replacement phone is delivered. 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 Aviva. If this happens please call 0345 302 8387 for advice on returning the phone.</li> </ul>
	<ul> <li>For damage and breakdown claims, if the phone is security protected, this protection needs to be removed before your claim can be processed. To ensure your data is fully protected, we recommend that you backup then factory reset your phone before returning it to us.</li> </ul>
If the phone has been	• If a phone has been lost or stolen Aviva will need verification from the network provider that the phone

- If the phone has been lost or stolen
- If a phone has been lost or stolen Aviva will need verification from the network provider that the phone is blacklisted so that no one else can use it. **You** or the **insured person** should report the theft or loss to the network as soon as possible.
- If claiming for unauthorised use, the **insured person** must provide evidence of the charges.
- If an **insured person's** phone has been stolen, this should be reported the police and a crime reference number (CRN) requested before the claim is submitted. The **insured person** will be required to provide the CRN to substantiate the claim. If a CRN cannot be obtained, please call us on **0345 302 8387**.

Please note, Aviva 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 it is discovered the IMEI has been unblocked at a later date, Aviva will investigate this and seek to recover its property.

# How your claim will be settled

- 1. If a phone has been lost or stolen, Aviva will replace it.
- 2. If a phone is damaged or suffers a breakdown, Aviva may offer to repair it or replace it.

#### **Phone Repairs**

- 1. Aviva may offer to repair the phone instead of replace it. Aviva may present several repair options, including mailing the phone to them for repair, bringing the phone to a specific location for repair, or having a repair technician come to the **insured person's** location to repair the phone. Once a repair has been started, we cannot return your original phone back to you until this has been completed.
- 2. A 24 month warranty is provided on the completed repair performed on the phone. If applicable, this will replace any remaining term of your original manufacturer's warranty, which may be invalidated as a result of Aviva performing a repair.
- 3. Aviva will determine, at it's sole discretion, what the available repair options are based on the **insured person's** location, phone and the availability of parts. Aviva will discuss the available options at the time of the claim.
- 4. Repaired phones will only be sent to a UK address.
- 5. If the repair option is selected and Aviva is either unable to repair the phone, or the phone is not eligible for repair, Aviva will contact **you** to provide a replacement phone. If Aviva contacts **you** to provide a replacement phone, **you** will be required to pay the difference between the repair excess and the replacement excess.

#### Replacement phones

- 1. Replacement phones will only be sent to UK addresses.
- 2. Aviva's replacement phones are refurbished models which are in 'as new' condition, and come with a warranty, which will replace your original manufacturer's warranty. 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 this contract of insurance. In the unlikely event that the replacement phone you receive breaks down within this warranty period, the phone will be repaired under the warranty. Cover for breakdown under **your** HSBC Select and Cover policy will resume when the warranty expires.
- 3. Where Aviva replaces a phone, it will attempt to provide the same make and model as the original phone. If this is not possible, an alternative phone determined by Aviva will be provided that may be a different colour or model, or be made by a different manufacturer. This may mean the features and functions will differ, but the replacement will be of a similar specification to the original phone.
- 4. In the event that Aviva is unable to source a suitable replacement, Aviva will, at its sole discretion, make a settlement in vouchers or cash up to the claims limit shown on **your** current policy schedule (less the excess), based upon the current cost to you of a phone of the same or similar specification.
- 5. 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.

# Post claim technical support

Where the phone is replaced in accordance with these Terms and Conditions, information will be provided on how to contact our technical support service for assistance in setting up your new phone, should you need it.

# **Gadget**



This **Option** only applies when shown on **your** current policy schedule.

# **About this Option**

This HSBC Select and Cover Gadget **Option** is underwritten by Aviva Insurance Limited (Aviva), 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.

# **Gadget definition**

Where used within this Gadget policy cover section, the word 'gadget' applies to the following:



Tablets, laptops, netbooks, eReaders, mp3/mp4 players, headphones and earphones, portable Bluetooth wireless speakers, VR/AR headsets, dash cams, action cams, digital cameras and camcorders, smartwatches, fitness trackers, satellite navigation systems, portable game consoles, and portable DVD & Blu-ray players.

It does not apply to any device which is not listed above, or any:



- mobile phone
- electronic device which is not designed to be portable

# Gadget – What you need to know

This **Option** is designed to offer protection in the event of unexpected and unforeseen incidents. It meets the demands and needs of those who wish to insure their gadgets against damage, breakdown, theft and loss.

#### Gadget eligibility

This cover is for **you** and **your family's gadgets** only – gadgets which are owned and used by **you** and **your family**. It does not extend cover to gadgets mainly used by anyone else, even if one of you bought the gadget. There is no cover for any gadget which is owned by an employer.

Cover is limited to gadgets that:

- are less than five years old at the time of the incident which gives rise to a claim;
- have been purchased as new or as a refurbished item. If the gadget is a refurbished item, it must have been purchased directly from the manufacturer or network provider (not from an online outlet or high street retailer), unless directed to an alternative retailer by us, or supplied following a successful claim under this policy;
- are in full working order at the cover start date as shown on your current policy schedule; and
- have not been manufactured wholly or partly from precious or semi-precious metals, stones or crystals.
- are not manufactured and/or marketed as limited edition or designer collaboration versions.

If you wish, **you** and **your family** can register your gadgets – it will make it quicker and easier if any of you need to make a claim. To register your gadgets, just go online at **www.hsbc.co.uk/insurance/products/selectandcover**.

# Limits and excesses

- 1. There is a limit to the number of successful claims you and your family can make within each year, starting from your policy start date. This claims limit and the policy start date are shown on your current policy schedule.
- 2. There is a limit to the amount Aviva will pay to repair or replace any gadget. The limit which applies is shown on your current policy schedule, and includes any hardware upgrades. By upgrade, we mean internal hardware modifications which are an improvement to the manufacturer's standard specification such as a laptop hard drive with increased capacity or a higher performance graphics card.
- 3. You or the insured person will need to pay a contribution towards each successful claim made on your policy this is called the excess, and Aviva will collect it before replacing any gadget. The excess amount payable is shown on your current policy schedule.
- 4. You or the insured person will need to make a separate claim for each gadget, even if multiple gadgets are affected in the same incident.

# Gadget – Your cover

- 1. During the period of cover if an **insured person's** gadget is lost, stolen, damaged, or suffers a breakdown due to an internal fault happening after the manufacturer's warranty or a warranty provided as part of a previous claim, has expired, Aviva will either repair or replace it, or in the event that Aviva is unable to source a suitable alternative, make a settlement in vouchers or cash up to the limit shown on **your** current policy schedule (less the excess) and based upon the current cost to the **insured person** of a gadget of the same or similar specification. For more information please see the 'Gadget Making a claim' section of this policy cover section.
- 2. If the standard accessories supplied in the box with the **insured person's** gadget are lost, stolen or damaged at the same time as their gadget, Aviva will replace the accessories up to a maximum value of £250 per claim. By accessories, we mean external hardware designed to be used with your gadget, such as a charger.
- 3. If the gadget is network enabled and Aviva replaces it following a valid claim for theft or loss, Aviva will also cover costs **you** or an **insured person** has to pay due to unauthorised use of the gadget in respect of calls, texts and mobile data. The most Aviva will pay for unauthorised use is £2,500. The **insured person** should report the loss or theft to their network provider as soon as possible (the

network provider will block the SIM card so it can no longer be used). There is no cover for any unauthorised use that happens more than 24 hours of discovering the gadget is missing (48 hours if the **insured person** is abroad). The **insured person** must provide evidence of the charges.

4. Cover applies worldwide, but Aviva can only arrange a replacement gadget when you are back in the UK, as replacement gadgets can't be delivered anywhere outside the UK.

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

We know that being without your gadgets is inconvenient – that's why Aviva will cover most things that could happen to them. However, your gadgets are valuable items and very attractive to thieves, so we expect **you** and **your family** to do what you can to prevent them from being lost or stolen.

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

Whilst Aviva will always consider the individual circumstances of claims for theft and loss, the following examples are intended to highlight the level of care Aviva expects **you** and **your family** to take in looking after your gadgets:

In a restaurant while you go to the bar	Don't leave your gadget on the table. Take it with you or ask a friend to look after it.
Leaving a parked car	Don't leave your gadget 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.
By the pool or at the beach	Don't leave your gadget under a towel or in a bag on a sun lounger while you go swimming. Leave your gadgets locked in your room, preferably in a safe, or ask a friend to look after them.
In the gym	Don't leave it lying around in the changing room. Secure it in a locker or take it with you.
In the workplace	Don't leave it on a counter or desk. Lock your gadget away or put it out of sight.
Everywhere you go	Avoid handing over your gadget to a person you don't know, e.g. someone offering to take your picture using your camera.

# Gadget – Exclusions which apply to this whole Option

There is no cover for:

- 1. Any damage, breakdown, theft or loss which happened before the cover start date shown on your current policy schedule;
- 2. Theft or loss of any gadget where the circumstances of the claim suggest the **insured person** has deliberately put the gadget at risk (the examples above help to explain what this means);
- 3. Theft from an unattended vehicle unless the vehicle was locked and the gadget concealed from view;
- 4. Any claim where the **insured person** is unable to provide proof of ownership of the gadget (please see the 'Gadget making a claim' section);
- 5. Any gadget which was more than 5 years old at the time of the damage, breakdown, theft or loss;
- 6. Any claim for a gadget other than a gadget mainly used by **you** and/or **your family**, such as those used by family or friends who don't live with **you**, even if an **insured person** bought the gadget;
- 7. Any claim for a gadget owned by the employer of an **insured person**;
- 8. Information stored on any gadget such as photos, software, data, apps and music and/or the recompilation, reinstallation or retrieval of data:
- 9. Any loss related to the insured person being unable to use the gadget;
- 10. Cosmetic enhancements to the gadget, for example plating or embellishment with precious metals, stones or crystals;
- 11. Financial loss suffered because of the gadget being used to access a bank account or mobile wallet, including the unauthorised use of contactless payment methods attached to the gadget;
- 12. Financial loss resulting from the theft or unauthorised use of information, data or personal details stored on a gadget;
- 13. Cosmetic damage to the surface of any gadget such as scratches and dents that don't affect how the gadget works.
- 14. Any claim following damage or breakdown:
  - a. caused deliberately by anyone insured by this policy.
  - b. caused by having the gadget repaired, upgraded or cleaned by someone other than the manufacturer or one of their authorised repair agents;
  - c. caused by technical modifications made to the gadget by someone other than the manufacturer;
  - d. caused by misuse or failure to follow the manufacturer's instructions; or
  - e. caused by a virus or the use of software or accessories not approved by the manufacturer.
- 15. There is no cover for any damage or breakdown that is covered by either the manufacturer's warranty or the warranty provided as part of a previous claim, or any claim that is the result of a manufacturer's defect or recall.
- 16. Any claim caused because of a gadget being confiscated by an authority such as the police or border control.
- 17. The cost of any unauthorised use that happens more than 24 hours after discovering the gadget is missing (48 hours if the **insured person** is abroad).
- 18. 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 contributed to by any other cause or event:
  - a. War, invasion, act of a foreign enemy, hostilities or warlike operation or operations (whether war has been declared or not), civil war, mutiny, revolution, rebellion, military rising, insurrection, or civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising, military power (even if properly authorised by the duly elected government), usurped power;
  - b. Terrorism; or
  - c. Any action taken to prevent, control or suppress, or which in any way relates to a. or b. above.
- 19. Claims directly or indirectly caused by:
  - a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of an assembly.

# Gadget - Making a claim

Please contact Aviva as soon as you can when you discover theft, loss, damage or breakdown.

To make a claim visit www.hsbc.co.uk/insurance/products/selectandcover or call us on 0345 302 8387.

#### What you need to do Excess • You will be asked to pay a contribution towards each successful claim - this is called the policy excess and it must be paid before Aviva will repair or replace the gadget. Replacement gadgets are charged a higher excess than the excess that's charged for repaired gadgets. The amount of the excess you need to pay is shown on your current policy schedule. Information to support You or any insured person may be required to provide information, documents or receipts reasonably your claim necessary to support and/or verify your claim, including proof of ownership. This may include providing information in writing and/or through a telephone interview with a claims investigator. The original gadget Where we replace the gadget, the original gadget will become Aviva's property. Your old gadget will be collected when the replacement gadget is delivered or picked up before Aviva issues vouchers or makes a payment for a replacement gadget. Where a lost or stolen gadget is recovered you may keep the replacement you were provided with, but the recovered gadget must be returned to Aviva. If this

happens, please call 0345 302 8387 for advice on returning the gadget.

removed before the claim can be processed. E.g. Activation Lock on iPads.

# If the gadget has been lost or stolen

• If the gadget has been stolen, **you** (or the **insured person**) should report it to the police and request a crime reference number (CRN) before the claim is submitted. The CRN will be required to substantiate the claim. If you cannot obtain a CRN, please call us on **0345 302 8387**.

For damage and breakdown claims, if the gadget is security protected, this protection will need to be

- If the gadget is network enabled and has been lost or stolen, Aviva will need verification from the network provider that the gadget is blacklisted so that no one else can use it. **You** (or the **insured person**) should report the theft or loss to the network as soon as possible.
  - If claiming for unauthorised use of a network enabled gadget, the insured person must provide evidence of the charges.

Please note, Aviva will block the IMEI number of any lost or stolen network enabled gadget and will monitor this on an on-going basis after the claim has been settled. If Aviva discovers the IMEI has been unblocked at a later date, Aviva will investigate this and seek to recover its property.

# How your claim will be settled

- 1. If a gadget has been lost or stolen, Aviva will replace it.
- 2. If a gadget is damaged or suffers a breakdown, Aviva may offer to repair it or replace it.

#### **Gadget Repairs**

- 1. Aviva may offer to repair the gadget instead of replace it. Aviva may present several repair options, including mailing the gadget to them for repair, bringing the gadget to a specific location for repair, or having a repair technician come to the **insured person's** location to repair the gadget.
- 2. The following warranty is provided on the gadget once a repair has been completed:
  - a. A 24 month warranty is provided on the completed repair performed on the gadget
  - b. in the event that repairs completed under this policy invalidate any remaining manufacturer's warranty, the gadget will be repaired or replaced 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.
- 3. Aviva will determine, at it's sole discretion, what the available repair options are based on the insured person's location and the gadget. Aviva will discuss the available options at the time of the claim.
- 4. Repaired gadgets will only be sent to a UK address.
- 5. If the repair option is selected and Aviva is either unable to repair the gadget, or the gadget is not eligible for repair, Aviva will contact **you** to provide a replacement gadget. If Aviva contacts **you** to provide a replacement gadget, **you** will be required to pay the difference between the repair excess and the replacement excess.

# Replacement gadgets

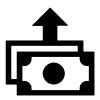
- 1. Replacement gadgets will only be sent to UK addresses.
- 2. Replacement gadgets provided will be from new or refurbished stock it has available. Where Aviva provides a refurbished gadget it will be in 'as new' condition, and come with a warranty. The warranty will match either the period of time you had left on your original gadget's manufacturer's warranty or 12 months, whichever is greater. The warranty does not form part of this contract of insurance. In the unlikely event that the replacement gadget you receive breaks down within this warranty period, the gadget will be repaired under the warranty. Cover for breakdown under **your** HSBC Select and Cover policy will resume when the warranty expires.

- 3. Where Aviva replaces a gadget, it will attempt to provide the same make and model as the original gadget. If this is not possible, an alternative gadget determined by Aviva will be provided that may be a different colour or model, or be made by a different manufacturer. This may mean the features and functions will differ, but the replacement will be of a similar specification to the original gadget.
- 4. In the event that Aviva is unable to source a suitable alternative, Aviva will, at its sole discretion, make a settlement in vouchers or cash up to the claims limit shown on **your** current policy schedule (less the excess), and based upon the current cost to you of a gadget of the same or similar specification.
- 5. Replacement gadgets will not include any stored information which was added to the original gadget, including (but not limited to) any data, downloads, videos, music, applications or software.

#### Post claim technical support

Where the gadget is replaced in accordance with these Terms and Conditions, information will be provided on how to contact our technical support service for assistance in setting up your new gadget, should you need it.

# **Excess Protection**



This **Option** only applies when shown on **your** current policy schedule.

# **About this Option**

This HSBC Select and Cover Excess Protection **Option** is underwritten by Aviva Insurance Limited (Aviva), 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.

# **Excess Protection definitions**

In addition to the Policy definitions in '3. Your policy – What you need to know', wherever the following words or phrases appear in **bold** in this policy cover section, they will have the meanings described below:

Excess	The total amount an <b>insured person</b> must pay following a claim, and which is described as an excess
	in the <b>main insurance policy</b> documentation.
Incident	A claim occurrence under any <b>main insurance policies</b> during the period of cover.
Main insurance policy, Main	Any eligible insurance policy as described under the title 'Excess Protection - What you need to
insurance policies	know'.

# Excess Protection – What you need to know

This **Option** is designed to provide **you** and **your family** with financial protection in the event an excess has to be paid on a Motor, Home, Pet or Travel insurance product.

#### **Excess Protection eligibility**

Cover is for **you** and **your family**, and will protect against any **excess** that an **insured person** is responsible for paying on any of the following eligible insurance products:

Home Buildings insurance and/or Contents insurance	An insurance policy covering the buildings, including any outbuildings, and/or the contents, of <b>your</b> main residence.
Motor insurance	An insurance policy covering any:
	<ul> <li>a. private car (a private motor vehicle designed to carry no more than eight passengers (including the driver);</li> </ul>
	<ul> <li>Motorcycle (a mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached. A three wheeled vehicle having two wheels on one axle where the centre of the points of contacts of such wheels and the road are less than 18 inches apart shall also be classed as a motorcycle); or</li> </ul>
	c. light commercial vehicle (a van not exceeding an unloaded weight of 3.5 metric tonnes), and which is owned by and registered to <b>you</b> or any member of <b>your family</b> .
Pet insurance	An insurance policy that pays for veterinary costs if an <b>insured person's</b> cat or dog becomes ill, is injured, dies, or is lost or stolen.
Travel insurance	An insurance policy that covers <b>you</b> or any <b>member</b> of <b>your family</b> while travelling, including Select and Cover travel insurance.

Please note, some insurance policies offer the opportunity to reduce the premium by opting for a higher voluntary excess. Please remember you will still have to pay your excess initially, and then claim it back from Aviva. You should also be aware that if you choose to increase the excesses on your **main insurance policies**, you won't be able to claim on them for anything which costs less than the excess amount you have selected.

# Limits and excesses

- 1. There is a limit to how many claims **you** and **your family** can make in each year, starting from **your** policy start date. A limit also applies each year to the total monetary amount which can be claimed. These claims limits are shown on **your** current policy schedule.
- 2. There is no excess payable for any claim made on this Excess Protection **Option**.

# Excess Protection - Your cover

During the period of cover, Aviva will reimburse **you** where an excess has been paid by **you** or **your family** on any **main insurance policy**.

# **Excess Protection – Conditions which apply to this whole Option**

- 1. Cover will only operate following settlement of the claim on a main insurance policy.
- 2. If an **insured person** is covered by any other insurance for the **excess** payable following the incident, which results in a valid claim under this policy, Aviva will only pay its proportionate share of the claim.
- 3. You and your family must take reasonable steps to safeguard against loss or additional exposure to loss.
- 4. Aviva has the right to approach any third party in relation to any claim that an insured person makes under this policy.
- 5. This insurance policy is only valid if you and your family are permanent residents of the UK.

# **Excess Protection – Exclusions which apply to this whole Option**

There is no cover for:

- 1. Any excess paid as a result of an incident which occurred before the cover start date on your current policy schedule.
- 2. Any **excess** where the **insured person** was aware that outside the period of cover, a claim was going to be made under the **main insurance policy**.
- 3. Any claim under any main insurance policy which was not successful or was for less than the amount of the excess.
- 4. Any amount contributed by an **insured person** or deducted from the settlement of the claim which is not clearly stated in the **main insurance policy** documentation as being the policy **excess**.
- 5. Any excess that has been waived or reimbursed.
- 6. Any **excess** following a motor insurance claim where an **insured person** was deemed not at fault and there is a responsible third party; or
- 7. Any excess paid in connection with any claim made to an insurer which is not regulated in the UK.

# Excess Protection – Making a claim

Claims can be made once the claim on a main insurance policy has been settled.

To make a claim visit www.hsbc.co.uk/insurance/products/selectandcover to download a claim form or call us on 0345 302 8387.

# What you need to do:

Once the claim on a **main insurance policy** has been settled, please contact us to discuss the details. The claims handler will take some details and providing the claim is accepted, the amount of **excess** paid will be paid to **you** in accordance with the terms of this policy.

You may be required to provide us with evidence of the excess paid before settlement can be made.

# Starter Life



This **Option** only applies when shown on **your** current policy schedule.

# **About this Option**

This HSBC Select and Cover Starter Life **Option** is underwritten by HSBC Life (UK) Limited, registered in England and Wales number 88695. Registered office 8 Canada Square, Canary Wharf, London E14 5HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration no.133435.

As part of our reporting requirements, we publish an annual Solvency and Financial Condition Report (SFCR). This tells you about our business and its performance. It also outlines our system of governance, risk profile, valuation for solvency purposes and capital management. You can find a copy of our current SFCR by visiting our website **www.hsbc.co.uk** or you can request a copy by calling us on **0345 051 1351**.

# Starter Life - What you need to know

This **Option** is designed to provide a lump sum payment in the event of the death of an **insured person**. It meets the demands and needs of individuals and families looking for life insurance that pays a lump sum (benefit) upon an **insured person's** death.

#### Starter Life eligibility

In addition to the 'Policy eligibility' set out in '3. Your policy – What you need to know', the following applies to this **Option**:

- 1. You are covered if you are aged between 18 and 50.
- 2. Your partner is covered if aged between 18 and 50.
- 3. **Your children** are covered if they are under 18 years of age (or under 23 years old in full time education and living at home outside of term time)
- 4. Both your partner and your children will only be eligible for cover if you remain eligible

This **Option** will be removed from **your** HSBC Select and Cover policy on the **policy anniversary** following **your** 50th birthday. **You** will be provided with 30 days notice in writing and **your** premium will be adjusted accordingly.

Where the **underwriter** removes this **Option** due to **you** reaching the maximum age limit and it reduces the number of **Options** in **your** selection to fewer than three, in order to continue your HSBC Select and Cover policy **you** must increase the number of **Options** in your selection to three or more. Failure to increase the number of **Options** in your selection to three or more following **HSBC's** request for **you** to do so will result in the cancellation of **your** policy in accordance with the reasons listed under the title 'Our right to cancel' in '5. Cancelling your policy'.

The protection provided under this **Option** will cease for **your partner** on the **policy anniversary** following their 50th birthday or following **your** 50th birthday, whichever is sooner.

The protection provided under this **Option** will cease for **your children** on the policy anniversary following their 18th birthday (or 23rd birthday if still in full time education and living at home with you outside of term time) or following **your** 50th birthday, whichever is sooner.

#### Limits and excesses

- 1. £30,000 upon the death of **you** or **your partner** a maximum of 2 claims in total within the period of cover. In the event this limit is reached, Starter Life will be removed from **your** policy with immediate effect to ensure that **you** are not paying for cover **you** cannot use.
- 2. £10,000 upon the death of your child
- 3. This isn't a savings or investment product and has no cash in value.

#### Starter Life – Your cover

If a benefit is paid upon your death, the policy ends automatically and no more premiums will be payable.

HSBC Life (UK) Limited will pay the benefit shown on your current policy schedule if an insured person dies.

# Starter Life - Exclusions which apply to this whole Option

There is no cover for:

- 1. Suicide which occurs in the first 12 months from the cover start date shown on your current policy schedule
- 2. Death which occurs in the first 12 months from the cover start date shown on **your** current policy schedule as a result of a medical condition or related symptoms the **insured person** knew about at the cover start date shown on **your** current policy schedule, whether the condition had been diagnosed or not.

# Starter Life – Making a claim

To make a claim **you**, the executor or appointed administrator of the **insured person's** estate can call us on **0345 302 8387**. To help us continually improve our service and in the interests of security, we may monitor and/or record your communication with us.

Or by writing to:

**HSBC** Customer Services Centre

BX8 7HB

Before HSBC Life (UK) Limited can pay any claim it will need to be assessed. To do this, HSBC Life (UK) Limited will ask for some important information. The kind of information HSBC Life (UK) Limited needs may include, but is not limited to, the following:

- 1. Proof that the **insured person** has died.
- 2. Written consent that lets HSBC Life (UK) Limited access the medical reports or report of the **insured person**.
- 3. Identification to verify the identity of any payee

# Collection and use of Customer Information, Financial Crime Risk Management Activity and Tax Compliance

#### **Definitions**

Capitalised terms used in this section shall have the following meanings;

"Authorities" includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

"Compliance Obligations" means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

"Connected Person" means a natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any person identified as a beneficiary under this HSBC Select and Cover Starter Life **Option**, any person who is, or may be, entitled to receive a payment under this HSBC Select and Cover Starter Life **Option**, a director or officer of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, trustee, settlor or protector of a trust, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

"Controlling Persons" means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**"Financial Crime"** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

"Financial Crime Risk Management Activity" is defined in clause 2.1 and 2.2 below.

"HSBC Group" means collectively and individually, HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices, and any member of the HSBC Group has the same meaning.

**"Laws"** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

"Services" includes (a) opening and maintaining of this HSBC Select and Cover Starter Life **Option** (b) providing services relating to this HSBC Select and Cover Starter Life **Option** and its termination or expiry, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

"Substantial Owners" means any individuals entitled to more than 10% of the profits of or with an interest in more than 10% of an entity either directly or indirectly.

"Tax Authorities" means UK or foreign tax, revenue or monetary authorities (for example, HMRC).

**"Tax Certification Forms"** means any forms or other documentation which may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

**"Tax Information"** means documentation or information about your tax status and the tax status of any owner, Controlling Person, Substantial Owner or beneficial owner.

"we", "us" and "our" means HSBC Life (UK) Limited.

"you" and "your" refer to the person named as Policyholder of this HSBC Select and Cover Starter Life **Option**. Reference to the singular includes the plural (and vice versa).

#### 1. Collection, Processing and Sharing of Customer Information

These paragraphs explain how we will use Customer Information. By using the Services, you agree that we and members of the HSBC Group may use Customer Information in accordance with such paragraphs.

Customer Information will not be disclosed to anyone other than where: we are legally required to disclose;

- we have a public duty to disclose;
- our, or a third party's, legitimate business purposes require disclosure;
- the disclosure is made with your consent; or
- it is disclosed as set out below.

#### Sharing

- **1.1.** By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):
  - (a) any member of the HSBC Group;

- (b) any sub-contractors, agents or service providers of the HSBC Group (including their employees, directors and officers);
- (c) any Authorities, in response to their requests, where you have provided us with false or inaccurate information, or in connection with our Compliance Obligations or Financial Crime Risk Management Activity;
- (d) persons acting on your behalf and upstream withholding agents;
- (e) any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- (f) other financial institutions, fraud prevention organisations, trade associations, credit reference agencies or credit bureaux, and debt recovery agents;
- (g) any introducing broker to whom we provide introductions or referrals;
- (h) any third party in connection with a transfer, disposal, merger or acquisition of business by us or any member of the HSBC Group; and
- **1.2.** Where you fail to provide promptly Customer Information that we reasonably request, or we have, or a member of the HSBC Group has, reasonable suspicions regarding Financial Crime or an associated risk, we:
  - (a) reserve the right to terminate your HSBC Select and Cover Starter Life Option and if necessary,
  - (b) take the actions required for us or a member of HSBC Life (UK) Limited to meet the Compliance Obligations.

    In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status or that of a Connected Person, including whether you or they are reportable to a Tax Authority, and we or other persons may withhold amounts where legally required by any Tax Authority and pay such amounts to the appropriate Tax Authority.

#### 2. Financial Crime Risk Management Activity

- 2.1. We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity"). Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction or communication sent to or by you or a Connected Person, or on your or their behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of any member of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status.
- **2.2.** Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

# 3. Tax Compliance

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment and filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. Each Connected Person (acting in their capacity as a Connected Person and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or any Connected Person s place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction in which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

# 4. Further Information

- **4.1.** To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. In the interests of security and for preventing and investigating crime we may use closed-circuit television in and around our premises for the monitoring and collection of sound and/or visual images. Any recordings remain our sole property.
- 4.2. We may make and retain copies of passports, driving licences or other identification evidence that you provide.
- **4.3.** If we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.

#### 5. Miscellaneous

If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

# 8. 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 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 policy we would encourage you, in the first instance, to seek resolution by contacting us:

- By telephone: 0345 051 1351 (opening hours 8am to 6pm, Monday to Friday, excluding public holidays, calls may be monitored or recorded).
- In writing to:

HSBC Customer Services Centre, BX8 7HB

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, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 (free from UK landlines and mobiles) or 0300 123 9123.

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

If you have the HSBC Select and Cover Motor Breakdown **Option** and your complaint relates to the provision of services provided by RAC Motoring Services under Sections A (Roadside and Recovery), Section B (At Home) or the additional services, you will not be able to refer your complaint to the Financial Ombudsman Service.

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.

Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

