

# HSBC Insurance

## Aspects:

# Mobile Phone

# Insurance

Policy Terms and Conditions

Effective from 1 May 2016

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

This document is available in large print, audio and Braille. Please Contact us on 0345 600 6161\* (Text-phone 03457 125 563). We will be pleased to organise an alternative version for you.

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

- Cover is for HSBC Insurance Aspects Holder(s)
- Maximum 2 claims per HSBC Insurance Aspects holder in a policy year
- £1000 limit per claim less a £50 excess you will need to pay at point of claim
- If the worst happens and you need to make a claim, call 0330 102 1918
- Proof of ownership of your mobile phone will be required if you make a claim

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## Introduction

This is your HSBC Insurance Aspects Mobile Phone Insurance policy document. Please keep this policy document together with your proof of ownership in a safe place as they will be needed if you need to make a claim.

We will provide insurance cover in accordance with the terms and conditions of this policy for your mobile phone during the period of cover.

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

Your Mobile Phone is automatically covered. However, we recommend you register your mobile phone in advance to make the process of making a claim easier.

To register your mobile phone, please go online at [hsbc.co.uk/mobileinsurance](https://hsbc.co.uk/mobileinsurance)

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## Policy Definitions

Some of the words in this policy document have specific meanings. These are explained below and have the same meaning wherever they appear throughout this policy document.

### **Abroad**

In a country other than the United Kingdom.

### **Accidental Damage/ Accidentally Damaged**

Your mobile phone stops working normally as the result of an accident (including a cracked screen and liquid damage) or a deliberate act by someone other than you.

### **Cover**

The benefits provided under this policy.

### **HSBC Insurance Aspects holder**

The person(s) named on the HSBC bank account from which the monthly fee is deducted.

### **IMEI number**

International Mobile Equipment Identity number. A serial number that uniquely identifies your mobile phone.

### **Loss, Lost**

The disappearance of your mobile phone (or parts of your mobile phone) in circumstances that do not involve theft and you are unable to recover it.

### **Mobile phone**

A handset or device (including battery and charger) able to make or receive telephone calls and SMS messages when connected to a mobile phone network.

### **Period of cover**

A period beginning on the start date and ending at the earliest of one of the events listed in general condition 6.

### **Policy**

The contract of insurance between you and us.

### **Policy Document**

This insurance document which describes the terms and conditions of your policy.

### **Policy year**

A 12 month period commencing from the start date and every 12 months thereafter within the period of cover.

### Proof of Ownership

A valid VAT receipt or an equivalent document from the retailer which shows the IMEI number of your mobile phone and proves that you own the mobile phone, or a mobile phone statement which shows your name and the IMEI number of your mobile phone.

### Start date

The date your HSBC Insurance Aspects was first opened.

### Theft, Stolen

Your Mobile Phone being taken unlawfully from you or anyone temporarily holding or storing it for you.

### Unauthorised Use

Calls, SMS messages or data downloads made from your mobile phone after being lost or stolen and whilst not barred by the network provider.

### United Kingdom (UK)

England, Scotland, Wales, Northern Ireland and shall be deemed to include the Channel Islands and the Isle of Man.

### We, us, our

Allianz Insurance plc.

### You, your

The person(s) registered as an HSBC Insurance Aspects holder.

## What is covered?

We will provide the cover in the table below for one mobile phone for each HSBC Insurance Aspects holder during the period of cover whilst you own your mobile phone and are a resident of the United Kingdom.

We will pay a maximum of 2 claims for each HSBC Insurance Aspects holder in any policy year.

Cover	Included	Excess Applicable	Maximum Limit for a single claim (subject to excess)
<b>Accidental Damage</b>	Your mobile phone or device stops working normally as the result of an accident (including a cracked screen and liquid damage) or a deliberate act by someone other than you.	£50	£1,000
<b>Loss</b>	The disappearance of your mobile phone (or parts of your mobile phone) in circumstances that do not involve theft and you are unable to recover it.	£50	£1,000
<b>Theft</b>	Your Mobile Phone being taken unlawfully from you or anyone temporarily holding or storing it for you.	£50	<b>£1,000</b>
<b>Unauthorised Use – Monthly Contract</b>	A claim for unauthorised use can only be made at the same time as a claim for loss or theft. The limit shown is in addition to the amount for the mobile phone.	N/A	£1,500
<b>Unauthorised Use – Pay as You Go</b>		N/A	£150

## What is not covered?

We will not provide cover for the following:

1. The first £50 of each and every successful claim.
  2. Theft:
    - a. where your mobile phone was knowingly left on display and outside the view of you or anyone temporarily holding or storing it with your permission ; or
    - b. from any unattended vehicle (unless the vehicle is securely locked and your mobile phone is concealed out of sight or in a locked boot or compartment and it is stolen by someone who has broken in to the vehicle); or
    - c. from a building (unless the building is occupied or secured and your mobile phone is stolen by someone who has entered the building unlawfully); or
    - d. where you do not report it to the police (local police if abroad) and obtain a report or crime reference number.
  3. Accidental damage caused by:
    - a. a deliberate act by you or anyone acting under your instruction; or
    - b. not following the manufacturer's instructions; or
    - c. routine servicing or repairs by anyone not authorised by us; or
    - d. scratching, denting or chipping that does not stop it from working normally; or
    - e. software, accessories or any form of electronic virus.
  4. Loss, Theft and Accidental damage of any accessories used with or attaching to your mobile phone.
  5. Any defect or fault covered by a manufacturer's guarantee or warranty.
  6. Mechanical or electrical breakdown other than when caused by accidental damage.
  7. The cost of replacing or reinstating any data, information pictures, videos or music stored on the mobile phone.
  8. Costs suffered by you as a result of not being able to use the mobile phone, or any costs other than the repair or replacement cost of the mobile phone.
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## How to claim

Follow the step by step instructions below to report a claim.

### Search

If your mobile phone is lost, where possible, make contact with the owner or management of the last known location of your mobile phone to see if it has been handed in.

### Report

Report any theft to the police (or local police if abroad at the time of the theft) as soon as possible and obtain a report or crime reference number together with details of the police station. We encourage you to report any theft within 30 days.

Don't forget: you should report the loss or theft of your mobile phone to your network provider as soon as possible to limit unauthorised use and to enable your phone to be blacklisted.

## Register

To make a claim please go online at [hsbc.co.uk/mobileinsurance](https://www.hsbc.co.uk/mobileinsurance) or call us on 0800 3163341.

To help us deal with your claim as quickly as possible, please have the following to hand:

- IMEI Number (You can find this on the box your mobile phone came in)
- The make and model of your mobile phone
- Proof of Ownership of your mobile phone
- Crime reference number and the name of the police station it was reported to
- Time and date of the incident
- Time and date that the mobile phone was barred by the network provider (loss or theft claims only)
- A payment method to pay the required excess

If you do not have all of the above information, please call Allianz Insurance plc to start your claims process in the meantime.

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## How will your claim be settled?

If your mobile phone is lost or stolen during the period of cover, we will replace it.

If we decide to replace your mobile phone, we will try to replace it with an identical model. If we cannot provide an identical model, we will provide a mobile phone with similar features and functionality to your mobile phone. The colour of any replacement mobile phone may not be the same as the one you have claimed for. Any replacement mobile phones we provide will come from new stock, except Apple mobile phones which may come from new or refurbished stock.

If your mobile phone is accidentally damaged during the period of cover, we will either:

- repair it if it can be repaired. If it costs more to repair your mobile phone than replace it, we will replace it; or
- for Apple branded products, provide information on how you can get it repaired or replaced through the manufacturer to protect any remaining manufacturer warranty. If you decide on this option you will need to pay Apple for the repair or replacement and submit the receipt with the report giving details of the repairs undertaken.

If we decide to repair your mobile phone, we will offer you a temporary mobile phone to use whilst your mobile phone is being repaired. The temporary mobile phone we provide will have basic call and SMS messaging capability and is unlikely to be the same specification as your mobile phone.

We will not provide a temporary mobile phone whilst you are abroad.

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## Claims conditions

1. If your mobile phone is lost or stolen abroad, we will not settle your claim until you have returned to the United Kingdom.
  2. You must report any theft to the police (local police if you are abroad) as soon as possible after discovery and obtain a report or a crime reference number and details of the police station.
  3. You must report any loss or theft to your network provider as soon as possible after discovery to limit any unauthorised use and to enable your phone to be blacklisted.
  4. A claim for unauthorised use can only be made as part of a valid loss or theft claim.
  5. We will ask for documentation to support your claim including:
    - a. Proof of Ownership;
    - b. for theft claims: evidence that your vehicle has been broken in to or the building has been entered unlawfully;
    - c. for theft claims: a police report or crime reference number;
    - d. for Apple branded products: receipts for the costs of repair or replacement together with any report detailing required repairs;
    - e. for unauthorised use on a pay monthly contract: the itemised monthly bill for the period of unauthorised use and the month before the unauthorised use;
    - f. for unauthorised use on a Pay-As-You-Go contract: proof of any outstanding credit from your airtime provider; If you do not provide the documentation we ask for, we will decline your claim.
  6. If you or anyone acting on your behalf make a false or fraudulent statement, or provide false or fraudulent documents in support of a claim we will cancel the policy and you will forfeit all rights under the policy. If this happens;
    - we retain the right to recover any cost we have incurred to fulfil your claim, including the cost of the replacement mobile phone and in the process of recovering the replacement phone:
    - we will record this on anti-fraud databases and may also notify other organisations.
  7. If at the time of a claim, your mobile phone is covered under any other insurance, we will only pay our share of that claim.
  8. If you have claimed for loss or theft and your mobile phone is subsequently found, it will belong to us and you will have to send it to us.
  9. We will pay a maximum of 2 claims per HSBC Insurance Aspects holder in any policy year.
  10. If your mobile phone is accidentally damaged the repairers will ask you to send in the damaged phone.
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## General Conditions applying to all parts of this policy

1. Users with policyholders consent must abide by the terms and conditions of this policy.
2. You cannot transfer this policy to anyone else.
3. This policy can only be altered or varied by us giving you 30 days written notice.

The circumstances that may give rise to us changing the terms of your policy are: a significant change in our claims experience or operating costs; economic or environment factors; changes in regulation or taxation.

If you do not accept the changes you can cancel the policy by contacting HSBC and cancelling HSBC Insurance Aspects.

4. You can cancel this policy by contacting HSBC and cancelling HSBC Insurance Aspects.

5. We will cancel this policy without notice if you or anyone acting on your behalf makes a false or fraudulent claim.
  6. This policy will end with effect from the first date on which any of the following happen:
    - a. The date you cease to be a resident within the United Kingdom;
    - b. The date on which you no longer have ownership of a mobile phone;
    - c. The date on which you are no longer an HSBC Insurance Aspects Holder;
    - d. The date HSBC changes the underwriter for HSBC Insurance Aspects Mobile Phone Insurance.
  7. When registering your mobile phone or submitting a claim you, or anyone acting on your behalf, must take care to answer all questions honestly and to the best of your or their knowledge. Failure to do so may affect the validity of your policy or the payment of any claim.
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## The law that applies to this policy

English law applies to this policy and all communication with you will be in English.

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## Rights of Third Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

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## How to complain

### Sales and Service

If you have any cause for dissatisfaction regarding the administration of your HSBC Insurance Aspects policy or about the way in which the policy was sold, please contact HSBC on 0345 600 6161 (if outside UK +44 1226 261 010) or write to us at the following address:

The Manager Customer Care Team PO Box 6125 COVENTRY CV3 9GW

### Insurance

If you have a complaint with regard to the terms and conditions of this insurance policy or a complaint about the handling or settlement of a claim, please call us on 01483 260 758, or email [schemesasm@allianz.co.uk](mailto:schemesasm@allianz.co.uk) or write to:

Customer Satisfaction Manager Allianz Insurance plc, PO Box 589, Great West House (GW2), Great West Road, Brentford TW8 1AH

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away. If we are unable to, we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.



**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Telephone: 0800 0234567 or 0300 1239123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

## Compensation

If we are unable to meet our liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## How we will use your personal data

We will keep the information you give us so we can:

- Confirm your identity;
- Manage your policy;
- Process any claim you make.

When processing claims, we may contact the police to make sure any reported theft report or crime reference number is genuine.

We will record details of your mobile phone on relevant databases and registers for the purposes of crime prevention and detection. If you make a claim, we may record details of the claim on relevant insurance industry databases for future claims administration and further fraud prevention and detection purposes.

You are entitled to a copy of the information held about you by us. Please note that the standard Data Subject Access Request fee of £10 will apply if you request this information. If you would like to see this information, please write to:

Group Compliance Officer Allianz Insurance plc, 57 Ladymead Guildford Surrey GU1 1DB

By taking out this policy, you agree that for us to manage this contract we may transfer your information outside the European Economic Area (EEA).

We will not keep your details for longer than necessary.

## Recording calls

We will record calls you make to us. We do this so we can:

- Keep a record of the instructions you give us.
  - Monitor our performance.
  - Improve our staff training.
  - Comply with relevant laws and regulations.
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## Allianz Insurance plc: our regulatory status

HSBC Insurance Aspects Mobile Phone Insurance is underwritten by Allianz Insurance plc: Registered in England No. 84638. Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. Administered by: Allianz Insurance plc, PO Box 589, Great West House (GW2), Great West Road, Brentford, TW8 1AH.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849

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## HSBC service explained

HSBC is an intermediary and, for Mobile Phone insurance, deals exclusively with Allianz Insurance plc; who is the underwriter of this HSBC Insurance Aspects Mobile Phone Insurance policy. Once the policy has commenced, Allianz Insurance plc will be responsible for ongoing administration and claims settlement. Please note that HSBC provide information only and no advice is given in relation to this insurance policy.

HSBC Bank plc, 8 Canada Square, London E14 5HQ is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSBC's reference number is 114216. You can verify our details by calling 0800 111 6768 or by visiting the Financial Conduct Authority's website [www.fca.org.uk](http://www.fca.org.uk)

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## **[ciiom.hsbc.com](http://ciiom.hsbc.com)**

### **Issued by HSBC Bank plc**

Registered Office: 8 Canada Square, London E14 5HQ

Customer Information:

PO Box 6201, Coventry CV3 9HW

PO Box 14, St Helier, Jersey JE4 8NJ

PO Box 31, St Peter Port, Guernsey GY1 3AT

PO Box 20, Douglas, Isle of Man IM99 1AU