

HSBC Insurance Aspects

Terms and Conditions

Please read this document and keep it for future reference.

Effective from 1 July 2023

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Summary of the HSBC Insurance Aspects Terms and Conditions

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

Aspects benefits

- Worldwide Travel Insurance (provided by Aviva Insurance Limited).
This benefit only applies whilst you are under the age of 70¹.
- Mobile Phone Insurance (provided by Aviva Insurance Limited).
- Motor Breakdown Assistance (administered by Aviva Insurance Limited and provided by RAC Motoring Services).

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

Aspects eligibility requirements

To be eligible for Aspects you must:

1. hold an HSBC Advance Bank Account with HSBC Bank plc;
2. be a UK² resident.

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

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

1. £4.95 if all policy holders are aged 70 or above.

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

Charges that apply to Aspects

Aspects fee

£9.95 a month³. This fee will be taken from your HSBC Advance Bank Account (even if you are overdrawn). We act as an agent of Aviva in relation to the collection of premiums.

Aspects Terms and Conditions (the Terms)

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

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

Glossary

“Account” means an HSBC Advance Bank Account with HSBC Bank plc through any of its branches in the Channel Islands or Isle of Man.

“Aspects” means HSBC Insurance Aspects.

“Terms” means the Aspects Terms and Conditions.

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

“We”, “us”, or “our” means HSBC Bank plc.

“You” or “your” means the Account holder(s) who have Aspects.

3. £4.95 if all policy holders are aged 70 or above.

1. Aspects eligibility requirements

The eligibility requirements for Aspects are set out above.

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

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

2. Aspects benefits

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

3. Making changes

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

3.1 When we can make changes

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

- (a) to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service or any equivalent body in any relevant jurisdiction;
- (b) to meet our regulatory requirements;
- (c) to reflect new industry guidance and codes of practice or good banking practice;

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

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

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

(g) for any commercial reason.

We can also make changes for any other valid reason.

3.2 Changes to the Aspects eligibility criteria, fees, benefits and other terms

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

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

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

If we provide you with notice that we are going to make a change to the Terms, you can close Aspects before that change takes effect without charge. However we will deduct from your Account any Aspects monthly fee that we have already told you will be deducted. If you do not tell us that you want to close Aspects, then we will assume you have accepted the change and it will take effect automatically.

3.4 Other changes

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

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

4. Closing Aspects

4.1 If you want to close Aspects

You can close Aspects at any time by calling us on 03457 404 404. If you do this, all of the Aspects benefits will be withdrawn by us and it will not be possible for you to take out Aspects again. HSBC Bank plc can no longer provide General Insurance services. There are other insurance intermediaries within the Channel Islands and Isle of Man who you can speak to or HSBC UK Bank plc may be able to provide these services at www.hsbc.co.uk/insurance.

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

4.2 When we can close Aspects

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

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

We will tell you we have done this straight away.

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

5. Transfers

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

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

6. How to complain

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

The Manager, Service Recovery Team
HSBC Bank plc
HSBC House
The Esplanade
St Helier
Jersey
JE1 1HS

Email: CIIOM.Service.Recovery@hsbc.com

Telephone 03457 600 6161 between 8:00am and 10:00pm daily
(+44 1470 697139 if calling from overseas)

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman at:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG

01534 748610 (Jersey office)

01481 722218 (Guernsey office)

enquiries@ci-fo.org

www.ci-fo.org

Isle of Man Financial Services Ombudsman Scheme
Thie Slieau Whallin
Foxdale Road
St Johns
Isle of Man
IM4 3AS

01624 686500

ombudsman@iomoft.gov.com

gov.im/ombudsman

You must contact the Channel Islands Financial Ombudsman within six months of the date of our final response or they may not be able to review your complaint. You may contact the Isle of Man Financial Services Ombudsman Scheme if you have first followed our complaint procedure and have not received a satisfactory response within eight weeks. You must contact the relevant ombudsman within six years of the event complained about or (if later) two years of when you could reasonably have been expected to become aware that you had a reason to complain. If your complaint relates to services provided in Jersey, to refer your complaint to the Channel Islands Financial Ombudsman, the event which led to the complaint must have happened on or after 1 January 2010. If your complaint relates to services provided in Guernsey, the event which led to the complaint must have happened on or after 2 July 2013.

7. The law that applies to this policy

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

Privacy

Your privacy is important to us.

- You explicitly consent to us accessing, processing and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.
- Our Privacy Notice explains how we collect, use, disclose, transfer and store your information and sets out your rights to your information. We have provided our Privacy Notice to you separately and will inform you when we make any changes to it. You can also find this at [ciiom.hsbc.com/privacy](https://www.ciiom.hsbc.com/privacy) or you can ask for a copy in branch.
- The insurer named on your policy collects and uses personal information about you so that they can administrate and underwrite your policy. Some of this information may be collected directly from you and some may be collected from other sources including HSBC Bank plc, for example, during the sale of the policy. The insurer is the data controller in respect of your personal information that it has received from HSBC Bank plc, as distributor, and also in respect of any information that it has collected directly from you or from other sources as set out in its Privacy Notice, details of which can be found in your individual policy booklets.

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Accessibility

If you need any of this information in a different format, please let us know. **This includes large print, braille, or audio.** You can speak to us using the live chat on our website, by visiting one of our branches, or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more please get in touch. You can also visit: ciiom.hsbc.com/accessibility or: ciiom.hsbc.com/help.

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