HSBC Insurance Aspects: Motor Breakdown Assistance

Effective from 1 July 2018

Please read this policy document and keep it for reference

- Call 0800 587 9809 (free from landlines) or 020 8603 9809 (calls to this number are charged at your standard network rate) in the event of a motor breakdown.
- Emergency roadside repairs, including from your home address.
- Cover is for you as a driver or passenger in an eligible vehicle within the UK*.

*Definition of UK includes Channel Islands and Isle of Man.



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HSBC Insurance Aspects – Motor Breakdown Assistance

Section A – Policy Summary

This is a Policy Summary only and does not contain the full terms and conditions of the assistance contract. Full terms and conditions can be found in Section C – Policy Document, which you should also read carefully.

Name of insurer

HSBC Insurance Aspects Motor Breakdown Assistance is underwritten by AWP P&C SA and is administered in the UK by AWP Assistance UK Ltd trading as Allianz Global Assistance.

Type of cover

This policy covers you in the event of vehicle mechanical breakdown.

Your membership is personal to you. You are therefore covered whilst travelling in any eligible vehicle and in attendance at the time of the breakdown and recovery.

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Significant features and exclusions

Significant features and benefits	Section in your policy document
• Emergency roadside repairs, including at your home address.	HSBC Assistance Benefits in the UK – Page 8
Recovery to a local repairer.	HSBC Assistance Benefits in the UK – Page 8
• Taxi fare (up to 10 miles) for you and up to seven passengers.	HSBC Assistance Benefits in the UK – Page 8
• National recovery of the vehicle in which you are travelling to any destination in the UK, Channel Islands and Isle of Man.	HSBC Assistance Benefits in the UK – Page 8

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For full details of the limits and exclusions applicable, please refer to Section C – Policy Document.

Duration of the contract

Your cover will remain in force as long as you are an HSBC Insurance Aspects holder.

Your cancellation rights

This cover is provided with your HSBC Insurance Aspects. To exercise your right to cancel this cover you must cancel your HSBC Insurance Aspects by contacting HSBC. If you do not cancel the HSBC Insurance Aspects this cover will remain in force.

Making a claim

If you require vehicle assistance please do not attempt to make your own arrangements. Contact HSBC Motor Breakdown Assistance with the following details:

- Your exact location.
- A contact telephone number.
- Registration number of your vehicle.

To ensure that HSBC Insurance Aspects holders benefit from the Motor Breakdown Assistance, you will be expected to be with the eligible vehicle and have identification with you during an assistance. This could take the form of your debit card, credit card, or driving licence.

When in the UK please call us 24 hours a day on 0800 587 9809* or 020 8603 9809* selecting option 1.

Your vehicle must be insured, taxed and have a valid MOT in order for us to attend.

Complaint Process

In the first instance, please contact: Customer Service, HSBC Assistance, HSBC Assistance Services, 102 George Street, Croydon, Surrey CR9 6HD or call 0800 587 9809* selecting option 3.

Please supply us with your name, address, policy number/vehicle registration and claim number where applicable and enclose copies of relevant correspondence as this will help us to deal with your complaint in the shortest possible time.

If you are not satisfied with our final response you can refer the matter to the Financial Ombudsman Service.

Complaining to the Ombudsman will not affect your legal rights.

Compensation

For your added protection, the insurer is covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover under the FSCS is limited to 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 0207 741 4100, or by visiting their website at www.FSCS.org.uk or emailing enquiries @fscs.org.uk.

Section B – Additional Important Information about HSBC

Explaining HSBC's service

HSBC Insurance Aspects Motor Breakdown Assistance has been designed to protect you against the costs incurred in the event of a covered breakdown/immobilisation occurring within the area of cover.

For the purpose of this policy HSBC Bank plc is an insurance intermediary and deals exclusively with AWP Assistance UK Ltd for this cover. Please note that HSBC provide information only and no advice or recommendations from HSBC Bank plc in relation to this product. HSBC will provide details on HSBC Insurance Aspects Motor Breakdown Assistance and you will have to make your own choice on how to proceed.

Change of Insurer

HSBC may from time to time use a different insurer(s) to provide you with this product. HSBC will notify you prior to any change of the insurer(s) and advise you of any change in the policy terms.

HSBC's regulator

HSBC Bank plc, 8 Canada Square, London E14 5HQ, United Kingdom is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our firm's reference number is 7651121. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

In Jersey, HSBC Bank plc is licensed by the Jersey Financial Services Commission and is registered with the Jersey Financial Services Commission as an insurance intermediary in respect of General Business.

In Guernsey, HSBC Bank plc is licensed by the Guernsey Financial Services Commission and is registered with the Guernsey Financial Services Commission as an insurance intermediary in respect of General Business.

In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Services Authority.

Section C – Policy Document

Introduction

HSBC Insurance Aspects Motor Breakdown Assistance has been designed to help protect you against costs incurred in the event of a covered breakdown/immobilisation occurring within the area of cover.

This document gives you full details of your cover. All the details of how to make a claim together with the conditions of your breakdown cover are set out in the following pages. However, if you have any questions, please contact HSBC Insurance Aspects Motor Breakdown Assistance on 0800 587 9809* or 020 8603 9809*.

Important telephone numbers

For breakdown assistance in the UK call 0800 587 9809* or 020 8603 9809* selecting option 1.

For UK breakdown related queries please call 0800 587 9809* or 020 8603 9809* selecting option 3.

Definition of words

When the following words and phrases appear in this policy document, they have the specific meanings given below.

area of cover/UK: Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

breakdown/immobilisation: Means electrical or mechanical breakdown, vehicle fire or theft, punctures or running out of fuel, that causes your vehicle to become immobilised.

home address: Means your residential address in the UK.

HSBC Insurance Aspects holder: Means the person(s) named on the HSBC bank account from which the monthly fee for HSBC Insurance Aspects is deducted.

insurer: Means AWP P&C SA.

period of Insurance: Means the period of cover. Your cover will remain in force as long as you are an HSBC Insurance Aspects holder.

private individual(s): Means the HSBC Insurance Aspects holder who is driving the vehicle for their own personal use or who is a passenger in the vehicle and who is not a motor trader, garage, business or individual dealing in the buying and selling or repair of motor vehicles.

HSBC Assistance, HSBC Assistance Services, we, our, us: Means AWP Assistance UK Ltd which administers the insurance on behalf of the insurer.

Specialist Equipment: Means equipment not used as standard but required to gain access to, recovery of or assistance of your vehicle and includes, but is not limited to winching, skates, additional vehicles or men and specialist lifting equipment for which a charge will be levied.

vehicle or eligible vehicle: Means the private car or light commercial vehicle in which you are travelling, providing it does not exceed 3500kgs in weight (including load), 5.5 metres in length, 3.0 metres in height or 2.3 metres in width. Or, a motor home providing it does not exceed 7.0 metres in length, 3.0 metres in height or 2.25 metres in width.

you, your, yours: Means the private individual(s) named on HSBC Insurance Aspects.

HSBC Assistance in the UK

Motor Breakdown Assistance – Recovery	
If your vehicle cannot be repaired at the roadside we provide:	 Local recovery to the nearest repairer and contribute towards reimbursement of a taxi fare for up to ten miles for up to 7 passengers. National recovery of your vehicle to a UK destination of your choice (where repair cannot be made at the roadside or local repairer within 4 hours).

For full terms and conditions please read this policy document.

All claim limits in this document are inclusive of VAT.

Important information

It is very important that you read the whole of this policy document and make sure that you understand what is covered, what is not covered and what to do if you require assistance.

If you need to contact us regarding this insurance, please call HSBC Assistance on 0800 587 9809* or write to us at HSBC Assistance, 102 George Street, Croydon CR9 6HD.

How this cover works

We will pay for claims you make which are covered by this policy, occurring during the period of insurance and within the area of cover.

Compensation

For your added protection, the insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover under the FSCS is limited to 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100, or 0207 741 4100 or by visiting their website at www.FSCS.org.uk or emailing enquiries @fscs.org.uk.

Allianz Global Assistance Privacy Notice

We care about your personal data

This summary and our full privacy notice explain how Allianz Global Assistance protects your privacy and uses your personal data.

Our full Privacy Notice is at http://www.allianz-assistance.co.uk/privacy-notice. If a printed version is required, please write to us at Allianz Global Assistance, 102 George Street, Croydon, Surrey CR9 6HD FAO: Legal and Compliance Department.

How will we obtain and use your personal data?

We will collect your personal data from a variety of sources including:

Data that you provide to us; and

 Data that may be provided about you from certain third parties such as the manufacturer of your vehicle and their franchised dealers and authorised repairers.

We will collect and process your personal data in order to comply with our contractual obligations and/or for the purposes of our legitimate interests including:

- Entering into or administering contracts with you;
- Informing you of products and services which may be of interest to you.

Who will have access to your personal data?

We may share your personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on our behalf;
- Organisations who we deal with which provide part of the service to you such as vehicle recovery operators;
- To meet our legal obligations including providing information to the relevant ombudsman if you make a complaint about the product or service we have provided to you.

We will not share information about you with third parties for marketing purposes unless you have specifically given us your consent to do so.

How long do we keep your personal data?

We will retain your personal data for a maximum of seven years from the date the insurance relationship ends. If we are able to do so we will delete or anonymise certain areas of your personal data as soon as that information is no longer required for the purposes for which it was obtained.

Where will my personal data be processed?

Your personal data may be processed both inside and outside the European Economic Area (EEA).

Whenever we transfer your personal data outside the EEA to other Allianz Group companies, we will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, we take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

What are your rights in respect of your personal data?

You have certain rights in respect of your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this;
- Request that we stop processing it, including for direct marketing purposes;
- Request that we update it or delete it from our records;
- Request that we provide it to you or a new insurer; and
- To file a complaint.

Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

How can you contact us?

If you would like a copy of the information that we hold about you or if you have any queries about how we use your personal data, you can contact us as follows:

By post: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon, Surrey CR9 6HD

By telephone: 0208 603 9853

By email: AzPUKDP@allianz.com

Governing law

You have a choice of law in relation to this contract. This contract will be governed by English law, unless:

- You and we agree otherwise; or
- You normally reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of the relevant country or island will govern this contract.

We, the insurer and you do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Your statutory rights are not affected in any way by this insurance policy. Nothing in these conditions will reduce your statutory rights relating to faulty or incorrectly described goods. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizens Advice Bureau.

HSBC Assistance

HSBC Assistance provides you with the following assistance services and benefits for motoring emergencies to aid you in the event of a covered breakdown/immobilisation of your vehicle in the UK as set out in this section of this insurance policy.

What to do if you need assistance

If you require help, please do not attempt to make your own arrangements as reimbursement cannot be made to you retrospectively.

Please contact HSBC Assistance with the following details:

- The exact location of both you and your vehicle.
- Your registration number.
- A contact telephone number.

To ensure that HSBC Insurance Aspects holders benefit from the Motor Breakdown Assistance, you will be expected to be with the eligible vehicle and have identification with you during an assistance. This could take the form of your debit card, credit card, or driving licence.

For assistance in the UK please call us 24 hours a day on 0800 587 9809* or 020 8603 9809*.

HSBC Assistance benefits in the UK

Section 1) Roadside assistance and home start

In the event of breakdown/immobilisation we will organise and pay to attend your vehicle in order to effect repairs, or if this is not possible, provide a vehicle recovery in accordance with sections 2 and 3. We will pay for up to a maximum of 30 minutes labour. If we are unable to effect repairs or repairs will take longer than 30 minutes, we will arrange and pay for a vehicle recovery as per sections 2 and 3.

Section 2) Local recovery

- In the event that your vehicle cannot be repaired or remobilised following our roadside assistance, HSBC Assistance will arrange and pay for the costs of taking you, your vehicle, and up to seven passengers to the nearest suitable garage, within a 10 mile radius.
- We will reimburse a taxi fare up to 10 miles from the breakdown (receipts must be obtained).

Section 3) National recovery

We will organise and pay for National Recovery to a UK destination of your choice if we are unable to fix your vehicle at the roadside or arrange a prompt local repair within 4 hours.

Section 4) Broken Windscreen or side glass

In the UK, if you experience a broken front windscreen or side glass which requires immediate replacement we will advise details of a nationwide glass replacement company to replace the broken glass. Please note that you will be responsible for all parts and fitting costs, but these may be covered under your motor insurance policy.

Significant exclusions or limitations

This section outlines the main exclusions, limitations and conditions of your cover.

The following are not covered by your Motor Breakdown Assistance:

- Claims where your vehicle is damaged or immobilised as a result of an accident
- Claims where your vehicle is being used for commercial or business purposes or is a motorcycle
- Claims where you are not with your vehicle at the time of the breakdown
- More than 5 call outs per year on your HSBC Insurance Aspects Motor Breakdown
 Assistance Policy
- Claims where your vehicle exceeds 3,500kgs in weight (including load), 5.5 metres in length, 3.0 metres in height or 2.3 metres in width
- Claims where your vehicle is a motor home that exceeds 7.0 metres in length, 3.0 metres in height or 2.25 metres in width
- Claims where any caravan or trailer attached to your vehicle exceeds 7.0 metres in length, 3.0 metres in height or 2.25 metres in width
- Claims arising from loss or damage to the contents of the vehicle in which you are travelling
- Replacing tyres or windows
- Missing or broken keys. We will try to provide the details of a locksmith but you will have to pay for this service
- The cost of ferry crossings, road toll and congestion charges
- Contaminated fuel problems. We will arrange for your vehicle to be taken to a local garage for assistance, but you will have to pay for the work carried out
- Cost of labour and/or parts at any garage to which the vehicle is taken
- Your vehicle must be insured, taxed and have a valid MOT in order for us to attend.

General exclusions

HSBC Assistance will not assist or reimburse you in the event of a call for assistance or claim arising directly as a result of any of the following:

- 1. We will not pay for any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.
- 2. You or any other third party organising any of the services detailed in this cover without first having authorisation from HSBC Assistance and a file number.
- Charges for specialist equipment or charges incurred by us where your vehicle is not being used on a public highway when the breakdown/immobilisation occurred or where your vehicle was not accessible using our standard recovery equipment.
- 4. Breakdown/immobilisation which happens outside the area of cover and/or period of insurance.
- 5. Any costs that would have been payable normally by you, such as fuel, congestion or toll charges.
- 6. Accident or injury
- 7. Damage or injury intentionally caused by you or resulting from your participation in a criminal act or offence.

- 8. Any costs covered under any other warranty, guarantee, insurance or cover.
- 9. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 10. War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
- 11. Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
- 12. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
- 13. The cost of replacement parts.

Caravans and trailers

You are covered for towing a caravan or trailer provided your vehicle is immobilised due to a covered breakdown/immobilisation and as long as the caravan or trailer is no more than 7 metres in length, 3.0 metres in height or 2.3 metres in width. This is in addition to your vehicle being no greater than 5.5 metres in length, 3,500kgs in weight and 3.0 metres in height and 2.3 metres in width. We will arrange for your caravan or trailer to be taken to a suitable location of our choosing. We will not however be liable for any goods, possessions or livestock being transported.

Adverse weather conditions

Please be aware that adverse weather conditions such as high winds, snow, ice or floods can make it impracticable for us to provide our normal assistance services. In this event, our immediate priority is to ensure that you are taken to a place of safety, meaning that it may be necessary for us to attend to your vehicle later.

Release fees

Should your vehicle be stolen and subsequently recovered by the Police, you may be required by them to pay a release fee before we can remove your vehicle to an authorised repairer or to your home address. Although we can guarantee these costs on your behalf, the payment of such fees remains your responsibility.

Specialist equipment and charges

In the event that the recovery of your vehicle requires the use of specialist equipment, any such costs in addition to our standard recovery services will be payable by you.

Examples of when Specialist Equipment may be required are:

- Your vehicle is in a multi-storey car park or space where manoeuvring is required and needs recovery.
- Your vehicle could be stuck in 'park' and needs recovery.

Keys locked in vehicle

Whilst missing or broken keys are not covered, should the keys be locked in the vehicle, we will attend. In the event that entry to your vehicle is not possible and spare keys are not available, a forced entry may be required. If this happens, before any attempt is made to enter your vehicle, we will ask you to sign a declaration giving your permission for this to take place and stating that any resulting costs will be your responsibility.

General Terms and Conditions

These conditions apply to all sections of your cover and you must meet them before we make a payment or provide a service.

Claims - Your duties

If a claim occurs you must comply with the relevant claims procedures described in this document as soon as you can.

Claims – Our rights

We can take over and carry out the defence or settlement of any claim. After we have made a payment, we can pay to take legal action to get back any payment we have made under this insurance.

If we want to, we will examine your vehicle and will test damaged components.

Looking after your vehicle

You must take all reasonable steps to safeguard your vehicle against breakdown/immobilisation.

How to make a complaint

In the first instance, please contact: Customer Service, HSBC Assistance Services, 102 George Street, Croydon, Surrey CR9 6HD or call 0800 587 9809* selecting option 3. Please give us your name, address, policy number/vehicle registration and claim number where applicable and enclose copies of relevant correspondence as this will help us to deal with your complaint in the shortest possible time.

If you are not satisfied with our final response you can refer the matter to the Financial Ombudsman Service. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service Exchange Tower London E14 9SR Telephone: 0300 123 9123

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

Complaining to the Ombudsman will not affect your legal rights.

Fraud

If you make a claim under this insurance that is false or dishonest in any way, this cover will not be valid and you will lose all benefits under it. HSBC Assistance is underwritten by AWP P&C SA and is administered in the UK by Assistance UK Ltd, trading as Allianz Global Assistance. Registered in England No. 1710361. Registered Office 102 George Street, Croydon CR9 6HD.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority (FCA). AWP P&C SA is duly authorised in France and the United Kingdom, and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority. AWP P&C SA acts as an agent for AWP P&C SA with respect to the receipt of customer money, for the purpose of settling claims and handling premium refunds.

Customers with disabilities

HSBC offers a number of services for customers who have disabilities. HSBC can provide this policy document in Braille, large print or audio format. Please contact us on 03457 404 404* (textphone 03457 125 563*). We will be pleased to organise an alternative version for you. Textphone is available for customers with hearing and/or speech impairments. If you use your own textphone and would like further details of the services HSBC offer, please contact 0800 881 155. Lines are open 9am to 5pm Monday to Friday.

*Calls may be monitored or recorded for mutual security and administration purposes.

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

In the UK, HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

HSBC Bank plc, Jersey Branch is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation, Fund Services and Investment Business.

HSBC Bank plc, Guernsey Branch is licensed by the Guernsey Financial Services Commission for Banking, Insurance Intermediary and Investment Business.

In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Services Authority.

ciiom.hsbc.com

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