

**first direct**

# **Home Insurance Important Information**

Please read this and keep it for reference.

# Important information about first direct

## Explaining first direct's service

Your home insurance policy is provided by Aviva Insurance Limited. As an insurance intermediary **first direct** deals exclusively with Aviva for the purposes of your policy. Aviva will deal with the administration of your insurance (including claims, other than Home Emergency Cover where the administration of claims will be handled on behalf of Aviva by Homeserve Membership Limited and Legal Services Cover where the administration of claims will be handled by Arc Legal Assistance Limited).

You will not receive advice or recommendation from **first direct** on this arrangement. No fee has been charged by **first direct** for arranging this contract. **first direct** is a division of HSBC Bank plc. HSBC Bank plc is registered in England number 14259. Registered Office: 8 Canada Square, London, E14 5HQ. HSBC receives a commission from Aviva in relation to any insurance policy we arrange, which means that a percentage of the premium you pay is given to HSBC. In addition to this we may also receive additional commission dependent on the performance of our insurance business with Aviva.

## Loans and Ownership

**first direct** is a division of HSBC Bank plc. HSBC Life (UK) Limited is a wholly owned subsidiary of HSBC Bank plc. HSBC Bank plc is a member of the HSBC Group, the ultimate parent company of which is HSBC Holdings plc. HSBC Holdings plc beneficially holds 100% of both the shares and voting power of HSBC Bank plc. The following insurance companies are also wholly owned members of the HSBC Group:

- HSBC Insurance (Ireland) Limited
- HSBC Insurance (UK) Limited
- London & Leith Insurance Company Limited

**first direct** may from time to time use a different insurer(s) to provide you with this product. A change of insurer(s) may take place upon the renewal date of your policy or at any other time. **first direct** will notify you prior to any change of insurer(s) and advise you of any change in the policy terms. You will have the opportunity to terminate this policy both before and after such a change becomes effective.

## Who regulates first direct?

**first direct** is a division of HSBC Bank plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, reference number 114216.

You can check our name, address and statutory status by calling **0800 111 6768** or by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk). Our permitted business is advising on and arranging insurance contracts.

## What to do if you have a complaint about first direct

If you have a complaint, we'd like you to resolve it with us in the first instance. But if you're not happy with the way we handle your complaint, or its outcome, you can complain to the Financial Ombudsman Service, the details of how to contact them are below.

### Raising your concerns with us

You can contact us:

- By telephone:** from the UK **03 456 100 100\*** (**08 356 100 147** text-phone)  
International number **+44 113 2345678**
- By email:** via secure message on Internet Banking. Select 'contact us', 'secure message' and 'dissatisfied?'
- In writing:** Customer Relations  
**first direct**  
40 Wakefield Road  
Leeds  
LS98 1FD.

Where we can, we'll give you an answer there and then. If we can't do that, we will fully investigate all the issues raised and try to resolve your concerns as quickly as possible, by phone, secure message or in writing. Depending on the nature of your complaint, we may not be able to resolve it as quickly as we would like to, if this is the case, we will keep you updated of our progress.

Our aim is to resolve all your concerns here at **first direct**. However, if you're not satisfied with the outcome, or if eight weeks have passed since you first raised your complaint with us, you have the right to refer your complaint to the Financial Ombudsman Service:

- In writing:** Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR
- By telephone:** **0800 023 0567**  
**0300 123 9123**
- By email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
(or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

\* Text-phone **08 356 100 147** or if calling from abroad **+ 44 113 234 5678**  
(Text Relay **+44 151 494 1260**) Because we want to make sure we're doing a good job calls may be monitored and/or recorded, we hope you don't mind.

### Is first direct covered by the Financial Services Compensation Scheme (FSCS)?

**first direct** is a division of HSBC Bank plc who are protected by the FSCS and you may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about the FSCS arrangements is available by contacting them on 020 7892 7300, or by visiting their website [www.fscs.org.uk](http://www.fscs.org.uk).

## Residents of the Channel Islands and Isle of Man

Please note that sales of **first direct's** General Insurance products in the Channel Islands and Isle of Man do not fall within the jurisdiction of the Financial Conduct Authority, the Financial Ombudsman Service or the Financial Services Compensation Scheme. Local regulations apply. For further details, please contact your local branch.

### Important Notice - Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions the insurer asks when you take out, make changes to, and renew your policy.

If the information provided by you is not complete and accurate:

- the insurer may cancel your policy and refuse to pay any claim, or
- the insurer may not pay any claim in full, or
- the insurer may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

### Insurer

**first direct** Home Insurance is provided by Aviva Insurance Limited. 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.

### Telephone calls

If you have any questions, or want to make any changes to your policy, call us on **0345 300 6031**. We may record and monitor calls to our service centre. This is to help us improve our service to you.

## Other Important Information about your policy

### Important Notice - Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions the insurer asks. Please read any assumptions carefully and confirm if they apply to your circumstances.

If any of the information provided by you changes after you purchase your policy and during the period of your policy please provide the insurer with details.

If the information provided by you is not complete and accurate:

- the insurer may cancel your policy and refuse to pay any claim, or
- the insurer may not pay any claim in full, or
- the insurer may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

**first direct** and the insurer recommend you keep a record (including copies of letters) of all information provided to the insurer for your future reference.

## Renewing your insurance

We will contact you in writing at least 21 days before your renewal date and will either:

1. give you an opportunity to renew your insurance for a further year and tell you:
  - about any changes we are making to the terms and conditions of your policy;
  - to review your circumstances and consider whether this insurance continues to meet your needs;
  - to check that the information you have provided us with is still correct, and tell us if anything has changed; and
  - the price for the next year.

If you wish to make any changes at renewal, please call Customer Services on

**0345 300 6031**

Or

2. let you know that we are unable to renew your insurance. Reasons why this may happen include but are not limited to the following:
  - when the product is no longer available; or
  - when we are no longer prepared to offer you insurance for reasons such as:
    - we reasonably suspect fraud;
    - your claims history;
    - we have changed our acceptance criteria;
    - you are no longer eligible for cover; and/or
    - where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the “Important Notice - Information and changes we need to know about” section within this document.

A cooling off period (14 days from renewal of the contract or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your insurance. Please read “Your cancellation rights” in your policy booklet which explains how this works.

## Automatic renewal of your policy

Where we have offered you renewal terms and you select or have selected a continuous premium payment method, you will be notified in writing at least 21 days before your renewal date that the policy will automatically be renewed and the renewal premium will again be collected from your specified bank account or credit/debit card.

We will not automatically renew your policy if:

- you have contacted us to cancel your continuous payment authority since you purchased the policy or your last renewal; or
- we no longer offer you the continuous payment method if, for example, you have a poor payment history or an adverse credit history.

If either of the above happens we will advise you of this in your renewal letter and you will need to contact us to make payment before we can renew your policy.

## Data Protection Act - Information Uses

For insurance purposes **first direct** and the insurers may use any personal data you supply as follows:

### Insurance Administration

Your information may be used for the purposes of insurance administration by the insurers, its associated companies and agents, by re-insurers and by **first direct**, HSBC Bank plc, its subsidiaries and subsidiaries of its parent company (the "HSBC Group"). It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **first direct**, other members of the HSBC Group, the insurers and/or other third parties will ensure that anyone to whom your information is passed agrees to treat your information with the same level of protection as if we were dealing with it.

If you give **first direct**, the insurers or their agents information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

**first direct** and the insurer may need to make and retain photocopies of passports, driving licences or other identification evidence that you provide.

### Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, **first direct**, the insurers or their agents may need to collect data that the Data Protection Act 1998 defines as sensitive (such as medical history or criminal convictions). By proceeding with this insurance you will signify your consent to such information being processed by **first direct**, the insurers or their agents.

### Marketing

With your permission, the HSBC Group may exchange, use, analyse and assess relevant information about your relationships with the HSBC Group, including the nature of your transactions, to give you information about products (including mortgages) and services available from HSBC Group companies and those of selected third parties which may interest you by telephone, post, email, secure e-messaging, text messaging services and other means.

If you do not want members of the HSBC Group to contact you about products and services which we think may be relevant to you, please contact Customer Services on **03 456 100 100**.

## Fraud Prevention and Detection

In order to prevent and detect fraud **first direct** and the insurers may at any time:

- share information about you with other organisations and public bodies including the Police;
- undertake credit searches and additional fraud searches;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

**first direct** and the insurer can supply on request further details of the agencies and databases we access or contribute to and how this information may be used. If you require further details contact the at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow G64 2QR. Telephone 0345 300 0597.  
Email: PIUUKDI@AVIVA.COM

**first direct**, the insurers and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- check details of job applicants and employees.

## The use of Third Party Information

In assessing your application now or at renewal, to prevent fraud, check your identity and to maintain our policy records, HSBC Bank plc and the insurers may:

- search publicly available files provided by credit reference agencies. The insurer may use a number of factors to provide you with a quote for your insurance including publicly available information such as electoral roll, County Court Judgments and bankruptcies which they obtain from credit reference agencies.

A record of this search will be visible to you if you request your credit report and also to any other organisation undertaking a search for the same purpose i.e. General Insurance related. This search will appear on your credit report as a “General Insurance (non-credit)” search. Each lender may have its own criteria in establishing how and whether any such search impacts its decision making process;

- use information relating to you and your home supplied to us by other third parties

## **Claims History**

Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim.

When you tell the insurers about an incident they will pass information relating to it to a database.

The insurers may search these databases when you apply for insurance, in the event of any incident or claim, or at any time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the property under the policy.

## **Legal Procedure**

The law of England and Wales will apply to this contract unless:

1. you and the Insurer agree otherwise; or
2. at the date of the contract you are resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## **Telephone call charges and recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## **Aviva's Regulatory Status**

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. Registered in Scotland, No. 2116. (Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protect you by visiting [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on **0800 111 6768**.









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**You can get this in large print, audio and Braille by calling 0345 300 6031 (via Text Relay if appropriate).**