

# First Directory Terms and Conditions

**Please ensure you have read these Terms.  
Effective from 20 April 2019**

## Summary of the First Directory Terms and Conditions

This Summary sets out key details of First Directory and the charges that apply to it. It forms part of the First Directory Terms and Conditions (Terms). You should read it carefully together with the rest of the Terms, Worldwide Travel Insurance policy, Mobile Phone Insurance policy, Motor Breakdown Assistance policy and your First Directory welcome page.

### First Directory benefits

- Worldwide Travel Insurance (provided by Aviva Insurance Limited)
- Mobile Phone Insurance (provided by Aviva Insurance Limited)
- Motor Breakdown Assistance (provided by the RAC and administered by Aviva Insurance Limited)
- No **first direct** non-Sterling cash fees on cash withdrawals abroad
- Leisure benefits

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

This is just a summary of benefits, please refer to the First Directory welcome pack for full details.

### Charges that apply to First Directory

#### **£15 a month**

This fee will be taken from your 1st Account.

### First Directory Eligibility Requirements

To be eligible for First Directory you must:

1. Hold a **first direct** 1st Account;
2. Be under the age of 70 (this is because you must be under 70 to personally benefit from the travel insurance that is part of First Directory). If you hold First Directory with another person, one of you must be under 70; and
3. Be a UK\* resident.

If you close your 1st Account we will automatically close First Directory at the same time.

If you tell us that you are moving outside of the UK\* we will close First Directory immediately.

If you do not meet any of the other eligibility requirements we will give you 30 days' notice that we will be closing First Directory and you will lose your First Directory benefits.

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

# First Directory Terms and Conditions (the Terms)

These Terms apply to First Directory 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 First Directory with, will have any rights under these Terms.

All references to we, us, or our in these Terms means **first direct**, a division of HSBC UK Bank plc. UK means the United Kingdom, the Channel Islands and the Isle of Man.

## 1. Term

First Directory is renewed automatically each month and has no minimum term.

## 2. First Directory eligibility requirements

The eligibility requirements for First Directory are set out on the front page of these Terms.

If you close your 1st Account we will automatically close First Directory at the same time. You will not have to pay any further First Directory monthly fees after you have paid the fee for the month you close your 1st Account.

However, you will not be able to have First Directory again for 12 months unless you did not use any of the First Directory benefits before closing your 1st Account.

If you tell us that you are moving outside of the UK we will close First Directory immediately. We will deduct from your 1st Account any First Directory monthly fee that we have already told you will be deducted.

If you do not meet any of the other eligibility requirements, we will give you 30 days' notice that we will be closing First Directory and you will lose your First Directory benefits.

## 3. Explaining first direct's Service

Your First Directory Mobile Phone Insurance and Worldwide Travel Insurance are underwritten by Aviva Insurance Limited. Your First Directory Motor Breakdown Assistance is administered by Aviva and provided by RAC Motoring Services.

As an insurance intermediary, **first direct** deals exclusively with Aviva for the purposes of your policy. **first direct**, a division of HSBC UK Bank plc, is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and Prudential Regulatory Authority as an insurance intermediary and is permitted by the insurers to provide insurance products and sell these to you. You will not receive advice or recommendation from **first direct** on this arrangement and no fee has been charged by **first direct** for arranging this contract. **first direct** or HSBC UK Bank plc may receive commission dependent on the performance of our insurance business with the insurers.

Our firm reference number is 765122. Further information can be found at [www.register.fca.org.uk](http://www.register.fca.org.uk)

**first direct** is a division of HSBC UK Bank Plc. HSBC Bank plc and HSBC UK Bank plc are members 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 and HSBC UK Bank plc.

## **4. First Directory benefits**

First Directory consists of several benefits, full details of which are set out in the First Directory welcome pack. Terms and conditions apply to these benefits and these are in your welcome pack.

## **5. Making changes**

We can make changes to our charges, the First Directory eligibility requirements and benefits and these Terms.

### **5.1 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;
- (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 First Directory 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 First Directory, services or facilities (including our funding costs); and
- (g) For any commercial reason.

We can also make changes for any other valid reason.

### **5.2 Changes to the First Directory eligibility criteria, the First Directory benefits, charges 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.

### **5.3 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 an unfavourable change to Terms, you can close First Directory before that change takes effect without charge. However we will deduct from your 1st Account any First Directory monthly fee that we have already told you will be deducted. If you do not tell us that you want to close First Directory, then we will assume you have accepted the change and it will take effect automatically.

## 5.4 Other changes

In addition to the above, we can also make any change so long as:

- We tell you at least 30 days in advance; and
- You are able to end First Directory before the change takes effect. However we will deduct from your 1st Account any First Directory monthly fee that we have already told you will be deducted.

## 6. Cooling off period

There is a 14 day cooling off period during which you can close First Directory. This will start from the day after you receive the Welcome pack (which includes these Terms).

You can do this by calling us on **03 456 100 100**<sup>†</sup>.

If you have already paid the first month's fee we will refund it to you.

## 7. Closing First Directory

### 7.1 If you want to close First Directory

You can close First Directory by calling us on **03 456 100 100**<sup>†</sup>. However, we will deduct from your 1st Account any First Directory monthly fee that we have already told you will be deducted.

If you close First Directory, all of the First Directory benefits will be withdrawn by us.

### 7.2 When we can close First Directory

We can close First Directory immediately if, at any time;

- you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- your 1st Account is, or we reasonably suspect it is, being used for a fraudulent or illegal purpose; or
- you are, or we reasonably suspect you may be, acting fraudulently; or
- you were not entitled to open your 1st Account or take out First Directory; or
- we have demanded that you repay an overdrawn balance on your 1st Account and you have failed to do so; or
- if 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.

We can close First Directory for any reason and at any time by giving you at least 30 days' personal notice.

## 8. Would I receive compensation if first direct was unable to meet its liabilities?

**first direct** is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the FSCS arrangements is available from them on 0800 678 1100, by visiting their website [www.fscs.org.uk](http://www.fscs.org.uk),

or write to:

Financial Services Compensation Scheme  
10th Floor,  
Beaufort House,  
15 St Botolph Street,  
London EC31 7QU.

## 9. Transfers

We can transfer all of our rights in relation to First Directory to someone else.

We can transfer all of our obligations in relation to First Directory 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 guarantees and rights in relation to First Directory.

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

## 10. The laws that apply to this policy

The laws of England and Wales apply to these Terms and how we dealt with you before we opened First Directory. These Terms are in English and any communications we send to you will be in English.

## 11. Your Statutory Rights

Nothing in these Terms will reduce your statutory rights. For further information about your statutory rights contact your local Trading Standards Department, the Office of Fair Trading or the Citizens Advice Bureau.

## 12. Your Information

### Privacy Notice

#### Who are the data controllers?

- **first direct**, a division of HSBC UK Bank Plc, is responsible for promotion and distribution of your insurance product. We will collect and use your personal information during the promotion and sale of the product. This information may be provided by you but could also include information that we have previously collected about you, eg any information held about you as a banking customer. HSBC UK Bank Plc is the data controller for this information which will be shared with the insurer as set out in its Privacy Notice.

- 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 **first direct** or HSBC UK 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 **first direct**/HSBC UK 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 product policy booklets.

## **An overview of how first direct will collect and use your information**

**first direct** and HSBC UK Bank Plc will share your personal information the insurer to enable the insurer to provide you with a quote, administer your policy and manage claims. If you make a claim, any information you give to us, or to the insurer may be put in a register of claims database and it may be shared with other insurers to prevent fraudulent claims.

This is an overview of:

- the types of information we collect about you
- how we collect and use it
- who we might share it with
- the steps we'll take to make sure it stays private and secure.

We'll also explain your rights to your information. This is just an overview of some key points. A full description is contained in the privacy notice which you can obtain by visiting **firstdirect.com** or if you prefer paper, give us a call on **03 456 100 100** and we'll send you one in the post.

### **Who we are**

When we say 'we', we mean **first direct**, a division of HSBC UK Bank plc, which is part of the HSBC Group of Companies. HSBC UK Bank Plc, is the 'data controller' for your information and responsible for deciding how your information is used to promote and distribute the insurance products.

### **The information we collect**

We collect information about you from different places including:

- directly from you
- from a third party acting on your behalf eg an intermediary or broker
- from other HSBC companies
- from publicly available sources
- when we generate it ourselves
- from other organisations.

We'll only collect your information in line with relevant regulations and law and this may relate to any of our products or services you apply for, currently hold or have held in the past.

You're responsible for making sure you give us accurate and up to date information. If you provide information for another person on your account, you'll need to tell them how to find the Privacy Notice and make sure they agree to us using their information for the purposes set out in it.

## **How we'll use your information**

We'll use it to provide any products and services you've requested and other purposes, eg:

- to confirm your identity and address
- to understand how you use your accounts
- to carry out your instructions
- to improve our products and services
- to offer you other services we believe may benefit you unless you ask us not to.

We'll only use your information where we're allowed to by law eg carrying out an agreement we have with you, fulfilling a legal obligation, because we have a legitimate business interest or where you agree to it.

We may use automated systems to help us make decisions as well as carrying out fraud and money laundering checks.

## **Who we can share your information with**

HSBC UK Bank plc will share your personal information with the insurer to enable the insurer to administer your policy and manage your claims. If you make a claim, any information you give to us, or to the insurer may be put in a register of claims database and it may be shared with other insurers to prevent fraudulent claims.

We may share your information with other HSBC Group members and any subcontractors, agents, or service providers who work for us or other HSBC Group companies. We may also share your information with others outside of the HSBC Group eg regulators, insurers, other financial institutions, brokers, agents as well as credit reference and fraud prevention agencies.

## **Sensitive information**

When you apply for insurance, you may need to give us sensitive health information if the insurer needs this to provide you with cover. We will keep this information secure and process it in accordance with relevant laws and regulations. Where appropriate, we will ask for consent to collect and use this information.

## **How long we'll keep your information**

We'll keep your information for as long as you have a relationship with us. After it ends we'll keep it where we may need it for our legitimate purposes eg to help us respond to queries or complaints, or for other reasons eg fighting fraud and financial crime, and responding to requests from regulators.

## **Transferring your information overseas**

Your information may be transferred and stored in countries outside the European Economic Area (EEA), including some that may not have laws that provide the same level of protection for personal information. When we do this, we'll ensure it has an appropriate level of protection.

## **Your rights**

You have a number of rights relating to your information e.g. to see what we hold, to ask us to share it with another party, ask us to update incorrect or incomplete details, to object to or restrict processing of it, to make a complaint etc.

†Text-phone **03 456 100 147** or if calling from abroad **+44 113 234 5678** (Text Relay **+44 151 494 1260**).

For more information on contacting us via BSL video relay service visit **[firstdirect.com/contact-us](https://www.firstdirect.com/contact-us)**.

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.

**first direct** is a division of HSBC UK Bank plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 765112. Registered in England under number 9928412.

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