

**first direct**

# **Home Insurance Policy Summary and other Important Information**

Please read this and keep it for reference.

## Policy summary

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy documentation. Please read this information carefully and keep it for your future reference. A policy booklet will be issued when you take out a policy; however a specimen copy is available on request. You can also view the full policy wording online at [firstdirect.com](http://firstdirect.com).

### Who are the insurers?

The insurer for all sections of cover (except Home Emergency) is Aviva Insurance UK Limited. Home Emergency cover is underwritten by Inter Partner Assistance SA.

### What is first direct Home Insurance?

This home insurance policy protects you against loss or damage to your home and belongings.

## All home insurance sections

### What are the significant benefits and features of the first direct Home policy?

The **first direct** Home policy is a flexible policy offering a range of covers.

This summary outlines the covers which are available and your schedule shows those which you have selected.

### What are the significant or unusual exclusions or limitations of the first direct Home policy?

- you will have to pay the first part of most claims – this is known as an excess. Your schedule details the excesses which apply to your policy
- limits apply for certain covers; the limits are shown on your schedule and in your policy booklet
- certain loss or damage (for example theft or malicious damage) caused by you or members of your household
- damage caused by chewing, scratching, tearing or fouling by domestic animals
- the cost of replacing any undamaged items which form part of a pair, set or suite
- clause(s) may apply which exclude certain losses or damage. These will appear on your schedule
- you must comply with the conditions of the policy explained in the General Conditions section of the policy booklet for cover to apply. These include your duty to take reasonable precautions to prevent accidents, loss or damage and actions you must take as soon as you become aware of a possible claim under this policy. See also the General Exclusions section of the policy booklet for those exclusions that apply to all sections.

# Buildings section (optional)

## What are the significant benefits and features?

Loss or damage to the structure of your home including its outbuildings, walls, drives and permanent fixtures by an extensive list of causes such as fire, storm, flood, theft and malicious damage (full details in policy).

## Extra benefits which are automatically included

- accidental damage to fixed glass, sanitary fittings, cables and underground pipes that provide services to or from the building
- loss of rent and cost of alternative accommodation following an insured loss
- your legal liability as owner of your home.

## Optional extra benefits which you can choose to add

Extra accidental damage to buildings – this option extends the policy to cover all other accidental damage to the buildings which we regard as insurable (see policy for details).

## What are the significant or unusual exclusions or limitations?

- certain losses or damage when your home is unoccupied for more than the agreed number of days
- damage caused by wet or dry rot
- damage to cables or underground pipes due to a fault or limit of design, manufacture, construction or installation
- liability as occupier of your home (but this can be insured under Contents cover)
- loss or damage to your buildings from any cause not listed in the policy booklet (wider cover is available under the extra accidental damage option outlined above)
- cover does not extend to all damage caused by subsidence – for example coastal and river erosion is excluded and there is no cover for damage to swimming pools, paths, patios etc. unless there is a valid claim for damage to the home itself
- certain loss or damage caused by you, members of your household, lodgers or tenants.

## The following exclusions apply to the Extra Accidental Damage option:

- damage excluded under The Buildings section
- maintenance and normal redecoration costs.

# Contents section (optional)

## What are the significant benefits and features?

- loss or damage to household items in the home by an extensive list of causes such as fire, storm, flood, theft and malicious damage (full details in policy).

## Extra benefits which are automatically included

- contents in garages and outbuildings, in the garden and while temporarily removed from the home
- accidental damage to home entertainment equipment, mirrors and fixed glass
- replacement locks if keys are lost or stolen
- spoilage of food in freezers
- loss of domestic heating fuel and metered water
- loss of rent and cost of alternative accommodation following an insured loss
- your liability as occupier, employer, tenant and in a personal capacity.

## Optional extra benefits which you can choose to add

Extra accidental damage to contents – extends the policy to cover all other accidental damage occurring in the home that we regard as insurable (see policy for details).

## What are the significant or unusual exclusions or limitations?

- certain losses or damage when your home is unoccupied for more than the agreed number of days
- motorised vehicles, aircraft, caravans, watercraft of any kind
- loss or damage to pedal cycles in the garden (but wider cover is available under Pedal cycles)
- accidental damage to video cameras, mobile phones, hearing aids, games consoles and portable computer equipment (but wider cover is available under Personal Belongings section)
- loss or damage to your Contents by any cause not listed in the policy booklet (but wider cover is available under the Extra Accidental Damage option and the Personal Belongings section)
- no cover is provided for items used for business or professional purposes, but wider cover is available under the Clerical business equipment section
- theft of contents temporarily removed from the home, unless by somebody using force and violence or deception to enter a building, but wider cover is available under the Personal Belongings section.

### The following exclusions apply to the Extra Accidental Damage option:

- accidental damage occurring outside the home (but wider cover is available under Personal Belongings)
- damage caused by paying guests or when your home is lent, let or sub-let.

## **Clerical business equipment section (optional – only available if contents cover is selected)**

### **What are the significant benefits and features?**

Loss or damage to clerical business equipment, stock or trade samples, theft of business money and business credit cards.

### **What are the significant or unusual exclusions or limitations?**

- certain losses or damage when your home is unoccupied for more than the agreed number of days
- theft of business money unless by somebody using force and violence or deception to enter your home
- theft of money and credit cards not immediately reported to the appropriate authority once discovered by you.

## **Personal Belongings section (optional – only available if contents cover is selected)**

### **What are the significant benefits and features?**

This gives much wider cover than is otherwise available under the Contents section for your personal belongings, money and credit cards. Cover is provided for accidental loss or damage including losses away from your home anywhere in the world.

### **What are the significant or unusual exclusions or limitations?**

- skis, snowboards, water skis, sub-aqua equipment, riding tack, hearing aids, contact lenses, boats, boards and watercraft of any kind (separate cover may be available on request)
- pedal cycles (unless you select the pedal cycles option outlined below)
- loss or damage to sports racquets, sticks, clubs and bats while in use
- certain restrictions apply for theft from an unattended vehicle, including a maximum payment per claim
- no cover is provided for musical equipment, photographic and sporting equipment when they are being used for business or professional purposes
- theft of money and credit cards not immediately reported to the appropriate authority once discovered by you.

## **Pedal cycles (optional – only available if contents cover is selected)**

### **What are the significant benefits and features?**

This covers loss or damage to your pedal cycles anywhere in the world up to the policy limit.

### **What are the significant or unusual exclusions or limitations?**

- loss or damage while being used for racing, pace making or trials or business purposes
- theft away from your home, unless in a building or securely locked to an object that cannot be moved
- no cover is provided for pedal cycles with a motor
- loss or damage to tyres and accessories unless the cycle is stolen or damaged at the same time.

# Legal Services section

## Personal Legal Advice helpline

This helpline is available to all policy holders and we will give you confidential advice over the telephone on any personal legal matter under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

We will tell you what your legal rights are, what course of action is available to you and whether these can be best implemented by you or whether you need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice call us on **0800 051 1715**.

## Legal expenses section (optional)

### What are the significant benefits and features?

This covers the cost of legal action arising from:

- your death or personal injury including as a result of medical treatment
- you buying, selling or hiring goods or services for your private use where the disputed amount is at least £125
- disputes relating to the sale or purchase of your main home or interference with your legal rights relating to your home
- disputes with your landlord regarding your rental tenancy agreement
- your contract of employment.

### What are the significant or unusual exclusions or limitations?

Claims arising from or related to:

- a matter you should have realised might occur before entering this contract
- death, injury or damage to property as a result of an accident involving a vehicle you were driving
- building, rebuilding, extending or converting a building and planning laws
- divorce, matrimonial, co-habitation, maintenance or custody matters
- disputes with your landlord relating to rent, service charges or renewal of the tenancy agreement
- an event which occurred outside the period of insurance (certain exceptions apply and the event would be covered where you have continually held legal cover with either us or another insurer since the relevant agreement was made).

You must report an insured incident as soon as possible and in any event no later than 180 days after the date that you knew or should have known about the insured incident.

# Home Emergency section (optional)

## What are the significant benefits and features?

Up to £500 per emergency incident for cost of call out, repairs, labour and VAT, plus up to £100 for overnight accommodation (including travel) if your home is uninhabitable as a result of the emergency.

Emergency means:

- loss of essential services to your home (mains drainage to the home boundaries, water, electricity and gas within the home and the main source of heating or hot water where no alternative exists)
- sudden and unexpected roofing problems such as leaks or tiles blown off during a storm
- plumbing problems related to leaking pipes, blocked drains, blockages in toilet waste pipes, water tanks or leaking radiators.

## What are the significant or unusual exclusions or limitations?

- loss or damage arising from circumstances that you were aware of at the time of taking out Home Emergency cover or any emergency which happens before or within 7 days of the start date of Home Emergency cover. It does not apply when you renew your cover
- loss or damage caused by a boiler or heating system which has not been properly maintained or which is over 15 years old
- the cost of replacing parts due to natural wear and tear
- any damage or failure caused by malicious or wilful action, negligence, misuse, interference or faulty workmanship, including any attempted repair which does not meet industry standards.

## **How long does my first direct Home insurance run for?**

This policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your Policy Schedule) or until cancelled. Each renewal represents a new 12 month policy.

## **What happens if I take out cover and then change my mind?**

You have the right to cancel your policy within 14 days either from the day of purchase or renewal of the policy or the day on which you receive your policy or renewal documentation, whichever is the later. If you wish to cancel and your insurance cover has not yet started, you will be entitled to a full refund of the premium paid.

Or if your insurance has already started you will be entitled to a refund of the premium paid, with a deduction for the time for which you have been covered. This is calculated on a pro-rata basis.

Following the expiry of your statutory 14 day cooling-off period, you continue to have the right to cancel your policy at any time during its term. If you do so, you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period for which you received cover.

To cancel your policy, please contact the Aviva Home Insurance Service Centre on 0845 300 5898.

## **How do I make a claim?**

For claims under all sections except Legal Services and Home Emergency telephone us on **0845 300 6032**.

For claims under Legal Services call **0800 051 1716** and Home Emergency **0845 300 0957**.

**All our claims lines are open 24 hours a day 365 days a year.**

## **How do I make a complaint?**

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact us as follows:

If your complaint is regarding this insurance please call the Customer Services helpline on **0845 300 5898**.

If your complaint is regarding a claim please call **0845 300 5899**.

Aviva is covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action. Please refer to your policy booklet for full details on the complaints procedure and postal addresses for written complaints.

## **Would I receive compensation if Aviva were unable to meet its liabilities?**

Aviva are members of 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.

# Important information about first direct

## Explaining first direct's service

Your home insurance policy is provided by Aviva Insurance UK Limited. Home emergency cover is arranged by Aviva and underwritten by Inter Partner Assistance SA. 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). 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.

## 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
- Marks & Spencer Life Assurance 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, 8 Canada Square, London, E14 5HQ and is authorised and regulated by the Financial Services Authority. HSBC's FSA Register number is 114216 and their permitted business is advising on and arranging insurance contracts.

You can check this on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FSA on **0845 606 1234**.

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

Your views are important to us. If we do not deliver the standard of service you expect, or if we make a mistake, we want to know. We will investigate the situation and set about putting things right as quickly as possible. Where appropriate, we will also take steps to avoid making similar mistakes in the future. We hope that you will never need to progress beyond the first step. However, we wish to give you every opportunity to present your case where you remain unsatisfied.

### Step 1

Contact us and provide us with the details of your complaint. Where possible, we will try to give you an answer there and then. If not, we will take full details from you and arrange for the problem to be investigated. We will respond to you within five working days. Where a full response is not possible at this stage, we will contact you and advise you how long our investigations are likely to take.

### Step 2

In the unlikely event that your complaint is not resolved to your satisfaction you can contact the Manager of the department concerned:

**By telephone:** **08 456 100 100 (08 456 100 147** textphone)  
(International number **+44 113 2345678**).

**By email:** via secure message on Internet Banking. Select 'contact us' and then 'secure message' or 'feedback' from the left hand menu.

**In writing:** Customer Relations  
**first direct**  
40 Wakefield Road  
Leeds  
LS98 1FD.

### Step 3

Our aim is to resolve all your concerns internally, however, if you are not satisfied with our final response, 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.

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

**first direct** is a division of HSBC Bank plc who are covered 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), or write to Financial Services Compensation Scheme, 7th floor Chambers, Portsoken Street, London, E1 8BN.

## 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 Services Authority, the Financial Ombudsman Service or the Financial Services Compensation Scheme. Local regulations apply. For further details, please contact your local branch.

## Your duty to disclose information

It is your responsibility to provide complete and accurate information to the insurer when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. Failure to disclose any material facts (these are facts that the insurer would regard as likely to influence the assessment and acceptance of this insurance), could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

## **Insurer**

**first direct** Home Insurance is provided by Aviva Insurance UK Limited. Registered in England No. 99122, Registered Office: 8 Surrey Street, Norwich, NR1 3NG. Authorised and regulated by the Financial Service Authority.

## **Telephone calls**

If you have any questions, or want to make any changes to your policy, call us on **0845 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

## Material facts

All material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one which is likely to influence the insurer in the acceptance and assessment of this insurance, e.g. an intended alteration to, extension to, renovation of or unoccupancy of your property, or if any member of your household is charged with, cautioned for or convicted of a criminal offence (other than motor offences). Material facts must be disclosed in relation to yourself and all other persons who are to be insured. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If any changes in circumstances arise during the period of insurance cover please provide the insurer with details.

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

## Data Protection Act

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 according to a strict code of secrecy and security.

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.

## Continuous Renewal Payment Authority

Where you select or have selected a continuous premium payment method, you will be notified in writing prior to renewal and, unless we hear otherwise, the policy will automatically be renewed. Unless you have advised otherwise, the renewal premium will again be collected from your specified bank account, or credit/debit card to ensure you are always covered.

## 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 **08 456 100 100**.

## 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.

**first direct** and the insurers can supply on request details of the databases we access or contribute to.

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

- 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.

## 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, **first direct**, 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 only to you if you request your credit report and will not be visible to any other organisation who may conduct credit searches. This search will have no impact on your credit profile as the purpose of the search is purely insurance related to enable the insurer to adjust underwriting criteria and associated insurance premiums;
- 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 (or, in the case of a business the registered office or principal place of business is situated in) 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 recording**

For our joint protection telephone calls may be recorded/or monitored.

## **Aviva's Regulatory Status**

Aviva is authorised and regulated by the Financial Services Authority ("FSA"). They are registered as Aviva Insurance UK Limited (Registered in England, No 99122. Registered Office: 8 Surrey Street, Norwich, NR1 3NG) and their FSA registration number is 202280. You may check this information and obtain further information about how the FSA protects you by visiting their website <http://www.fsa.gov.uk/register/home.do> or by contacting them on 0845 606 1234.

# first direct

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