

first direct

Mobile Phone Insurance

Policy Number **FD070104M**

- **Cover** is for First Directory holder(s)
- Maximum 2 claims per First Directory holder in a **policy year**
- £1000 limit per claim less a £50 excess **you** will need to pay at point of claim
- If the worst happens and **you** need to make a claim, call **0344 893 9579**
- Proof of ownership of **your mobile phone** will be required if **you** make a claim

Please take time to read this booklet as it contains important information about First Directory Mobile Phone Insurance and how to make a claim.

**It is also available in large print, audio and Braille.
Please contact us on:
Phone 03 456 100 100
Text-phone 03 456 100 147**

First Directory Mobile Phone Insurance: Policy Terms and Conditions

first direct: our service explained

first direct is an intermediary and, for Mobile Phone Insurance, deals exclusively with Allianz Insurance plc who is the underwriter of this First Directory Mobile Phone Insurance **policy**. Once the **policy** has commenced, Allianz Insurance plc will be responsible for ongoing administration and claims settlement. Please note that **we** provide information only and no advice is given in relation to this insurance **policy**.

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. Our firm's reference number is 114216. You can verify our details by calling 0800 111 6768 or by visiting the Financial Conduct Authority's website www.fca.org.uk.

Introduction

This is **your** First Directory Mobile Phone Insurance **policy document**. Please keep this **policy document** together with **your proof of ownership** in a safe place as they will be needed if **you** need to make a claim.

We will provide insurance **cover** in accordance with the terms and conditions of this **policy** for **your mobile phone** during the **period of cover**.

We strongly recommend that **you** register **your mobile phone** with **us** as this will enable **us** to assist **you** more quickly in the event that **you** need to make a claim. To register **your mobile phone**, please go online at www.firstdirect.com/mobileinsurance

Policy Definitions

Some of the words in this **policy document** have specific meanings. These are explained below and have the same meaning wherever they appear in bold text throughout this **policy document**.

Abroad	In a country other than the United Kingdom
Accidental Damage/ Accidentally Damaged	Your mobile phone stops working normally as the result of an accident (including a cracked screen and liquid damage) or a deliberate act by someone other than you.
Cover	The benefits provided under this policy .
IMEI number	International Mobile Equipment Identity number. A serial number that uniquely identifies your mobile phone .
Loss, Lost	The disappearance of your mobile phone (or parts of your mobile phone) in circumstances that do not involve theft and you are unable to recover it.
Mobile phone	A handset or device (including battery and charger) able to make or receive telephone calls and SMS messages when connected to a mobile phone network.
Period of cover	A period beginning on the start date and ending at the earliest of one of the events listed in general condition 6.

Policy	The contract of insurance between you and us .
Policy Document	This insurance document which describes the terms and conditions of your policy .
Policy year	A 12 month period commencing from the start date and every 12 months thereafter within the period of cover .
Proof of Ownership	A valid VAT receipt or an equivalent document from the retailer which shows the IMEI number of your mobile phone and proves that you own the mobile phone , or a mobile phone statement which shows your name and the IMEI number of your mobile phone .
Start date	The date you become a First Directory holder.
Theft, Stolen	Your Mobile Phone being taken unlawfully from you or anyone temporarily holding or storing it for you .
Unauthorised Use	Calls, SMS messages or data downloads made from your mobile phone after being lost or stolen and whilst not barred by the network provider.
United Kingdom (UK)	England, Scotland, Wales, Northern Ireland and shall be deemed to include the Channel Islands and the Isle of Man.
We, us, our	Allianz Insurance plc.
You, your	The person(s) registered as a First Directory holder.

What is covered?

We will provide the **cover** in the table below for **you** during the **period of cover** whilst **you** own **your mobile phone** and are a resident of the **United Kingdom**.

We will pay a maximum of 2 claims for each First Directory holder in any **policy year**.

Cover	Included	Excess Applicable	Maximum Limit for a single claim (subject to the excess)
Accidental Damage	Your mobile phone or device stops working normally as the result of an accident (including a cracked screen and liquid damage) or a deliberate act by someone other than you .	£50	£1000
Loss	The disappearance of your mobile phone (or parts of your mobile phone) in circumstances that do not involve theft and you are unable to recover it.	£50	£1000
Theft	Your mobile phone being taken unlawfully from you or anyone temporarily holding or storing it for you .	£50	£1000
Unauthorised Use – Monthly Contract	A claim for unauthorised use can only be made at the same time as a claim for loss or theft . The limit shown is in addition to the amount for the mobile phone .	N/A	£1,500
Unauthorised Use – Pay as You Go		N/A	£150

What is not covered?

We will not provide **cover** for the following:

1. The first £50 of each and every successful claim.
2. **Theft:**
 - a. where **your mobile phone** was knowingly left on display and outside the view of **you**, or anyone temporarily holding or storing it with **your** permission; or
 - b. from any unattended vehicle (unless the vehicle is securely locked and **your mobile phone** is concealed out of sight or in a locked boot or compartment and it is **stolen** by someone who has broken in to the vehicle); or
 - c. from a building (unless the building is occupied or secured and **your mobile phone** is **stolen** by someone who has entered the building unlawfully); or
 - d. where **you** do not report it to the police (local police if **abroad**) and obtain a report or crime reference number.
3. **Accidental damage** caused by:
 - a. a deliberate act by **you**, or anyone acting under the instruction of **you**; or
 - b. not following the manufacturer's instructions; or
 - c. routine servicing or repairs by anyone not authorised by **us**; or
 - d. scratching, denting or chipping that does not stop it from working normally; or
 - e. software, accessories or any form of electronic virus.
4. **Loss, Theft and Accidental damage** of any accessories used with or attaching to **your mobile phone**.
5. Any defect or fault covered by a manufacturer's guarantee or warranty.
6. Mechanical or electrical breakdown other than when caused by **accidental damage**.
7. The cost of replacing or reinstating any data, information pictures, videos or music stored on the **mobile phone**.
8. Costs suffered by **you** as a result of not being able to use the **mobile phone**, or any costs other than the repair or replacement cost of the **mobile phone**.

How to claim

Follow the step by step instructions below to report a claim.

Search	If your mobile phone is lost, where possible, make contact with the owner or management of the last known location of your mobile phone to see if it has been handed in as lost property.
Report	<p>Report any theft to the police (or local police if abroad at the time of the theft) as soon as possible and obtain a report or crime reference number together with details of the police station.</p> <p>We encourage you to report any theft within 30 days.</p> <p>Don't forget: you should report the loss or theft of your mobile phone to your network provider as soon as possible to limit unauthorised use and to enable your phone to be blacklisted.</p>
Register	<p>To make a claim please go online at www.firstdirect.com/mobileinsurance or call us on 0344 893 9579. To help us deal with your claim as quickly as possible, please have the following to hand:</p> <ul style="list-style-type: none">• IMEI Number (You can find this on the box your mobile phone came in)• the make and model of your mobile phone• proof of ownership of your mobile phone• If your phone is stolen - Crime reference number and the name of the police station it was reported to• time and date of the Incident• time and date that the mobile phone was barred by the network provider (loss or theft claims only)• a payment method to pay the required excess <p>If you do not have all of the above information, please call Allianz Insurance plc to start your claims process in the meantime.</p>

How will your claim be settled?

If **your mobile phone** is **lost** or **stolen** during the **period of cover**, **we** will replace it.

If **we** decide to replace **your mobile phone**, **we** will try to replace it with an identical model. If **we** cannot provide an identical model, **we** will provide a **mobile phone** with similar features and functionality to **your mobile phone**. The colour of any replacement **mobile phone** may not be the same as the one **you** have claimed for. Any replacement **mobile phones we** provide will come from new stock, except Apple **mobile phones** which may come from new or refurbished stock.

If **your mobile phone** is **accidentally damaged** during the **period of cover**, **we** will either:

- repair it if it can be repaired. If it costs more to repair **your mobile phone** than replace it, **we** will replace it; or
- for Apple branded products, provide information on how **you** can get it repaired or replaced through the manufacturer to protect any remaining manufacturer warranty. If **you** decide on this option **you** will need to pay Apple for the repair or replacement and submit the receipt with the report giving details of the repairs undertaken.

If **we** decide to repair **your mobile phone**, **we** will offer **you** a temporary **mobile phone** to use whilst **your mobile phone** is being repaired. The temporary **mobile phone we** provide will have basic call and SMS messaging capability and is unlikely to be the same specification as **your mobile phone**.

We will not provide a temporary **mobile phone** whilst **you** are **abroad**.

Claims conditions

1. If **your mobile phone** is **lost** or **stolen abroad**, **we** will not settle **your** claim until **you** have returned to the **United Kingdom**.
2. **You** must report any **theft** to the police (local police if **you** are **abroad**) as soon as possible after discovery and obtain a report or a crime reference number and details of the police station.
3. **You** must report any **loss** or **theft** to **your** network provider as soon as possible after discovery to limit any **unauthorised use** and to enable **your** phone to be blacklisted
4. A claim for **unauthorised use** can only be made as part of a valid **loss** or **theft** claim.
5. **We** will ask for documentation to support **your** claim including:
 - a. **proof of ownership**;
 - b. for **theft** claims: evidence that **your** vehicle has been broken in to or the building has been entered unlawfully;
 - c. for **theft** claims: a police report or crime reference number;
 - d. for Apple branded products: receipts for the costs of repair or replacement together with any report detailing required repairs;
 - e. for **unauthorised use** on a pay monthly contract: the itemised monthly bill for the period of **unauthorised use** and the month before the **unauthorised use**;
 - f. for **unauthorised use** on a pay as you go contract: proof of any outstanding credit from **your** airtime provider;
6. If **you** do not provide the documentation **we** ask for, **we** will decline **your** claim.
6. If **you** or anyone acting on **your** behalf make a false or fraudulent statement, or provide false or fraudulent documents in support of a claim **we** will cancel the **policy** and **you** will forfeit all rights under the **policy**. If this happens,
 - **we** retain the right to recover any cost **we** have incurred to fulfil **your** claim, including the cost of the replacement **mobile phone** and in the process of recovering the replacement phone.
 - **we** will record this on anti-fraud databases and may also notify other organisations
7. If at the time of a claim **your mobile phone** is covered under any other insurance, **we** will only pay **our** share of that claim.
8. If **you** have claimed for **loss** or **theft** and **your mobile phone** is subsequently found, it will belong to **us** and **you** will have to send it to **us**.
9. **We** will pay a maximum of 2 claims per First Directory holder in any **policy year**.
10. If **your mobile phone** is **accidentally damaged** the repairers will ask **you** to send in the damaged phone.

General conditions applying to all parts of this policy

1. Users with policyholders consent must abide by the terms and conditions of this **policy**.
2. **You** cannot transfer this **policy** to anyone else.
3. This **policy** can only be altered or varied by **us** or **first direct**, giving **you** 30 day's written notice. The circumstances that may give rise to **us** changing the terms of **your policy** are: a significant change in **our** claims experience or operating costs, economic or environment factors, changes in regulation or taxation. If **you** do not accept the changes **you** can cancel the **policy** by contacting **first direct** and cancelling First Directory.
4. **You** can cancel this **policy** by contacting **first direct** and cancelling First Directory.
5. **We** will cancel this **policy** without notice if **you** or anyone acting on **your** behalf makes a false or fraudulent claim.
6. This **policy** will end with effect from the first date on which any of the following happen:
 - a. The date **you** cease to be a resident within the **United Kingdom**;
 - b. The date on which **you** no longer have ownership of a **mobile phone**;
 - c. The date on which **you** are no longer a First Directory Holder;
 - d. The date **first direct** change the underwriter of First Directory Mobile Phone Insurance.
7. When registering **your mobile phone** or submitting a claim **you**, or anyone acting on **your** behalf, must take care to answer all questions honestly and to the best of **your** or their knowledge. Failure to do so may affect the validity of **your policy** or the payment of any claim.

The law that applies to this policy

English law applies to this **policy** and all communication with **you** will be in English.

Rights of Third Parties

A person or company who was not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **policy**, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

How to complain

If **you** have a complaint with regard to the terms and conditions of this insurance **policy** or a complaint about the handling or settlement of a claim, please call **us** on **01483 260758**, or email schemescsm@allianz.co.uk or write to:

Customer Satisfaction Manager
Allianz Insurance plc
PO Box 589
Great West House (GW2)
Great West Road
Brentford
TW8 1AH
United Kingdom

Our aim is to get it right first time, every time. If you have a complaint we'll try to resolve it straight away. If we're unable to, we'll confirm we've received your complaint within five working days and do our best to resolve the problem within four weeks. If we can't we'll let you know when an answer may be expected.

If we've not resolved the situation within eight weeks we'll issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: **0800 0234567** or **0300 1239123**
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote our e-mail address: schemescsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Compensation

If **we** are unable to meet **our** liabilities **you** may be entitled to compensation under the Financial Services Compensation scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning FSCS on **0800 678 1100** or **0207 741 4100**.

How we will use your personal data

We will keep the information **you** give **us** so **we** can:

- confirm **your** identity
- manage **your policy**
- process any claim **you** make.

When processing claims, **we** may contact the police to make sure any reported **theft** report or crime reference number is genuine.

We will record details of **your mobile phone** on relevant databases and registers for the purposes of crime prevention and detection. If **you** make a claim, **we** may record details of the claim on relevant insurance industry databases for future claims administration and further fraud prevention and detection purposes.

You are entitled to a copy of the information held about **you** by **us**. Please note that the standard Data Subject Access Request fee of £10 will apply if **you** request this information. If **you** would like to see this information, please write to:

Group Compliance Officer
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

By taking out this **policy**, **you** agree that for **us** to manage this contract **we** may transfer **your** information outside the European Economic Area (EEA).

We will not keep **your** details for longer than necessary.

Recording calls

We will record calls **you** make to **us**. **We** do this so **we** can:

- Keep a record of the instructions **you** give **us**
- Monitor **our** performance
- Improve **our** staff training
- Comply with relevant laws and regulations

Allianz Insurance plc: our regulatory status

First Directory **Mobile Phone Insurance** is underwritten by Allianz Insurance plc: Registered in England No. 84638. Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. Administered by: Allianz Insurance plc, PO Box 589, Great West House (GW2), Great West Road, Brentford, TW8 1AH, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849

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