

HSBC Insurance Aspects: Motor Breakdown Assistance

Policy Terms and Conditions

Please read this policy document and keep it for reference

Effective from 1 July 2023

Please read this policy document, as it contains important information about HSBC Insurance Aspects Motor Breakdown Assistance and a Privacy Notice explaining how your data will be processed, and keep it for reference.

Call 0800 001 4279 or 0160 360 6377 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

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Policy Terms and Conditions

1. Introduction

These are the terms and conditions for your HSBC Insurance Aspects Motor Breakdown Assistance policy which is administered 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. Our firm reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting register.fca.org.uk. The cover is provided by RAC Motoring Services. Registered no 01424399. Registered in England. Registered Office: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. FCA firm reference number 310208. You may check this information and obtain further information about how the Financial Conduct Authority protect you by visiting register.fca.org.uk.

These terms and conditions give you full details of what is covered, what is not covered, the limits and conditions that apply and how to make a claim – you should read them and keep them in a safe place. If you fail to comply with these terms and conditions, the RAC may refuse cover in the event of a claim.

If you need to contact HSBC regarding the administration of this insurance, please call us on 03457 404 404.

Definition of words

When the following words or phrases appear in **bold**, they will have the meanings described below:

Breakdown, Breaks down, Broken down

An event that stops the vehicle from being driven because of a mechanical or electrical failure (including battery failure, running out of fuel and flat tyres) but not as a result of misfuel, a road traffic collision, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the driver of the vehicle (other than running out of fuel, or battery failure), or any key related issue (other than keys locked in the vehicle).

Claim

Each separate request for service or benefit for cover under any section of this HSBC Insurance Aspects Motor Breakdown Assistance policy.

Caravan, Trailer

Any caravan or trailer that is less than:

- (a) 3,500kg (3.5 tonnes)
- (b) 7.0 metres (23ft) long including a tow bar
- (c) 2.55 metres (8ft 4in) wide
- (d) 3 metres (9ft 10in) high

HSBC Assistance

Means Aviva Insurance Limited who administers the insurance on behalf of HSBC and or RAC Motoring Services who provides the cover on behalf of HSBC.

Home

The address in the **UK** where **you** live permanently.

RAC, They, Them

Means:

- RAC Motoring Services
- in each case any person employed or engaged to provide certain services on their behalf

Reimburse, Reimbursement

Reimbursement by the **RAC** under the reimbursement process.

Road traffic collision

Means a traffic collision involving a vehicle within the UK.

UK

England, Wales, Scotland, Northern Ireland, and for the purpose of this policy includes the Channel Islands and the Isle of Man.

Vehicle

A **UK** registered vehicle that is either:

- a car or light van with a maximum length of 6.4 metres (21ft), maximum weight of 3,500kg (3.5 tonnes) and a maximum width of 2.55 metres (8ft 4in)
- a motorhome with a maximum length of 7.0 metres (23ft) long including a tow bar, maximum weight of 3,500kg (3.5 tonnes) and a maximum width of 2.55 metres (8ft 4in) wide

You, your, yours

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.

2. Period of cover

HSBC Insurance Aspects Motor Breakdown Assistance is available to you as an HSBC Insurance Aspects holder (the person or persons named on the HSBC account from which the monthly fee for HSBC Insurance Aspects is deducted).

Your cover will begin as soon as your account has been opened, or 1 November 2018, whichever is the later. This cover will end with effect from the first date on which any of the following happen:

- **you** cease to be a resident within the UK (meaning that your home is no longer there)
- **you** are no longer an HSBC Insurance Aspects holder
- HSBC removes this cover as a benefit of HSBC Insurance Aspects

3. Your cover

This policy covers **you** in the event of **vehicle breakdown**. **Your** cover is personal to **you**. **You** are therefore covered whilst travelling in any eligible **vehicle** as a driver or passenger and in attendance at time of the **breakdown**.

HSBC Insurance Aspects Motor Breakdown Assistance has been designed to protect **you** against costs incurred in the event of a **breakdown** within the **UK**.

‘IMPORTANT’

Cover under this policy is subject to limits:

- there is a limit to the number of **claims you** can make each year. This policy does not cover more than five **claims** per year, per account holder, from the start of this policy. One **claim** means one request for service or benefit for cover under any section of this policy, regardless of who makes the **claim**
- there is a limit to the amount that is covered for certain types of **claims** or for certain sections, as set out in this policy booklet

Meeting your needs

- This policy is intended to offer services relating to the **breakdown of vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown of vehicles** is met now and in the future and that certain additional risks relating to the **breakdown of vehicles** are met.
- There are conditions and exclusions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service can be made directly to the **RAC** by calling 0800 001 4279 or 0160 360 6377.

Additional benefits

Urgent message relay

If the **vehicle** has **broken down** and **you** need to get in touch with friends and family urgently, the **RAC** will get a message to them.

Replacement driver

If **you** become ill during a journey in the **UK** and no one within the party can drive the **vehicle**, the **RAC** may be able to provide a replacement driver. This service is discretionary, and **they** will decide whether or not to provide this service.

Additional services

The **RAC** can provide additional services that are not included in **your** HSBC Insurance Aspects Motor Breakdown Assistance policy but the **RAC** will charge for these, for example to:

1. purchase the replacement parts **you** need to get on **your** way
2. pay for specialist equipment, i.e. equipment that is not normally required by the **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment
3. arrange a second or extended recovery

If **you** need extra help, the **RAC** will agree the costs up front and will need full payment before **they** can help. If **you** are the HSBC Insurance Aspects holder, **you** will be responsible for any additional charges. This means if the **RAC** help someone under **your** HSBC Insurance Aspects Motor Breakdown Assistance policy and they cannot pay, the **RAC** will invoice **you**. This is why **they** request proof of identity at the **breakdown**.

Cover Sections

Roadside Assistance, At Home and Recovery

What is covered

HSBC Insurance Aspects Motor Breakdown Assistance includes cover for roadside assistance and recovery. If the **vehicle breaks down** within the UK the **RAC** will:

1. send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair
2. if the **RAC** are unable to repair the **vehicle** at the roadside, **they** will recover the **vehicle**, **you** and up to seven passengers travelling in the **vehicle** to a single destination chosen by **you** within the UK. For long distances the **RAC** may use more than one recovery vehicle
3. if the **vehicle** has **broken down** due to misfuelling, the **RAC** will recover the **vehicle** to a destination within 10 miles of the **breakdown**
4. if the **vehicle** has **broken down** due to a tyre fault and the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut, the **RAC** will recover the **vehicle** to a destination within 10 miles of the **breakdown**

If the **RAC** recovers the **vehicle** to a garage, **they** will **reimburse you** for taxi costs for **you** and up to seven passengers travelling in the **vehicle** to continue the journey to a single destination within 20 miles.

Please note: Recovery must be arranged with the **RAC** while they are at the scene.

Caravans or trailers

If a **caravan** or **trailer breaks down** within the **UK** more than a quarter of a mile from **your home**, the **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

The **RAC** will not provide any other cover under this policy if a **caravan** or **trailer breaks down**. However, if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it the **RAC** will recover the **caravan** or **trailer** as well.

What is not covered

In addition to the conditions and exclusions which apply to this whole policy, there is no cover for:

1. the cost of any replacement parts
2. the fitting of replacement parts, including batteries, supplied by anyone other than the **RAC**
3. any **breakdown** resulting from a fault that the **RAC** have previously attended and:
 - (a) the original fault has not been properly repaired
 - (b) the **RAC's** advice after a temporary repair has not been followed
4. a second recovery owing to the intended original destination being closed or inaccessible
5. recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**

Conditions and exclusions which apply to this whole policy

The following conditions and exclusions also apply to this whole policy. If **you** do not comply the **RAC** reserve the right to refuse cover:

1. **you** must request services directly from the **RAC**, as **they** will only provide cover if **they** make arrangements to help you

2. where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take the **vehicle** to a place of repair and **your** policy will not cover this
3. the **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair
4. where the **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide cover
5. **you** must be with the **vehicle** when the **RAC** attend
6. **you** are responsible at all times for the care of any personal belongings, valuables, luggage and goods in or on a **vehicle**. The **RAC** will not be responsible for any loss of or damage to them
7. where the **RAC** recover passengers under the age of 16, they must be accompanied by an adult
8. the **RAC** will not allow animals in their vehicles, except guide dogs. Any animals can remain in the **vehicle** at **your** own risk. **They** will not be liable for any injury to animals, or damage caused by them. **They** will not transport any livestock. **They** will not be responsible for any costs relating to animals
9. the **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat
10. where the **RAC** provide a repair to the vehicle, whilst **they** are responsible for that repair, this does not mean that **they** are confirming the legal and roadworthy condition of the **vehicle**. This remains the responsibility of the **vehicle** owner
11. the **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this policy. For example, **they** will not pay for any loss of earnings or missed appointments
12. the **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **they** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. **They** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage/repairer

13. during extreme weather such as snow or floods or other events such as riots, war, civil unrest or industrial disputes, the **RAC's** services can be interrupted. **They** will resume service to **you** as soon as **they** can in these circumstances
14. the cost of the following is not covered by this policy:
- (a) equipment that is not normally required by the **RAC** to complete repairs and recoveries, for example winching and specialist winching and specialist lifting equipment
 - (b) ferry charges for the **vehicle** and the **RAC's** vehicle
 - (c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. The **RAC** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this
 - (d) spare tyres and wheels and repairing or sourcing them
 - (e) recovery by someone other than **RAC** even if this is requested by the emergency services, the **RAC** will only provide recovery once instructed to do so by the emergency services
15. in handling any **claim** there may be more than one option available to **you** under this policy. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so **they** will act in consultation with **you**, and act reasonably at all times
16. the **vehicle** must be privately owned
17. this policy does not cover:
- (a) motorcycles
 - (b) routine servicing, maintenance or assembly of the **vehicle**
 - (c) **caravans** or **trailers**, except as described under Roadside Assistance, At Home and Recovery
 - (d) use of the **vehicle** for business, public or private hire or commercial purposes, or for demonstrating and/or carrying trade plates
 - (e) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing or other formal or informal race events
 - (f) **breakdowns** that occur off the public highway in a place to which **you** or the **RAC** have no legal access
 - (g) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines

- (h) **vehicles** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **they** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **they** will provide service
- (i) any **claim** that is or may be affected by the influence of alcohol or drugs
- (j) any **breakdown** that is caused by or as a result of **vehicle** theft or fire
- (k) any **claim** under this policy where the **breakdown** was first reported to the **RAC** under a different policy
- (l) more than five **claims** per 12 month period from the start of **your** policy, as defined in Section 2 (Period of Cover), per account holder. One **claim** means one request for service or benefit for cover under any section of this policy, regardless of who makes the **claim**

18. if **you** are asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **your** responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions

4. What to do in the event of a breakdown

The **RAC** will need the following when **you** call to report a **breakdown**:

- 1.** **your** name
- 2.** the **vehicle's** make, model and registration number
- 3.** the exact location of the **vehicle** – the road it is on or the nearest road junction
- 4.** the number of the phone **you** are using
- 5.** the cause of the breakdown, if you know it

The **RAC** will ask **you** to provide identification such as a bank card or driving licence.

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown**, cover may be refused in relation to the **breakdown**.

Remember

Please let the **RAC** know if you have called **them** but manage to get going before **they** arrive.

The **RAC** will only provide cover where **they** have arranged help, so please do not go directly to a garage or other recovery service.

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from the **RAC**. To do so, please visit hsbc.co.uk/insurance/aspects to download a **claim** form.

If **you** have any queries please contact the **RAC** on 0330 159 0337 or 01603 606377.

Please send a completed claim form with proof of payment (such as a receipt) to HSBC Assistance, c/o RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN. The RAC may ask you to supply original documents. Completed claim forms and proof of payment can also be emailed to HSBC@rac.co.uk.

Misuse of HSBC Insurance Aspects Motor Breakdown Assistance

The **RAC** may refuse cover if **you**:

1. behave inappropriately towards the **RAC**, including acting in a threatening or abusive manner, whether verbally or physically
2. persuade or attempt to persuade the **RAC** into a dishonest or illegal act
3. omit to tell the **RAC** important facts about a **breakdown** in order to obtain a service
4. provide false information in order to obtain a service
5. knowingly allow someone that is not covered by **your** policy to try and obtain a service
6. pay for additional services or goods in the knowledge that the payment has failed or will fail, with no intention of providing alternative payment

If these conditions are not complied with:

1. the **RAC** reserve the right to refuse to provide any services to **you** under this policy with immediate effect.
2. HSBC reserve the right to immediately cancel your HSBC Insurance Aspects

5. Other information you need to know

Your cancellation rights

This cover forms a core part of **your** HSBC Insurance Aspects and it cannot be cancelled in isolation. If **you** wish to cancel this insurance **you** will need to cancel HSBC Insurance Aspects. To cancel HSBC Insurance Aspects, please contact HSBC on 03457 404 404.

Our cancellation rights

This cover forms a core part of **your** HSBC Insurance Aspects and it cannot be cancelled in isolation. HSBC can close **your** HSBC Insurance Aspects, by giving **you** at least 30 days notice, in accordance with the procedure and for the reasons, set out in section titled When we can close Aspects of **your** HSBC Insurance Aspects Terms and Conditions.

Change of insurer

HSBC may from time to time use a different insurer(s) to provide **you** with motor breakdown assistance. HSBC will notify **you** prior to any change of insurer(s) and advise **you** of any change in cover.

6. Complaints procedure

Sales and service

If **you** have any cause for dissatisfaction regarding the administration of **your** HSBC Insurance Aspects or about the way in which the policy was sold, please refer to the 'How to complain' section in **your** HSBC Insurance Aspects Terms and Conditions.

Breakdown service

The **RAC** are committed to providing **you** with the highest standard of service and customer care. However, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected.

If **you** would like to complain about any aspect of the service the **RAC** have provided to **you** under this policy please contact **them** as set out below.

Please bring the complaint to the attention of the **RAC** as soon as **you** can as this will assist **them** and **you** to resolve the complaint as quickly as possible.

If **you** are dissatisfied with any aspect of the **breakdown** services provided please contact us via one of the following options:



call the **RAC** customer care number on: 0330 159 0337



write to: HSBC Assistance, c/o RAC Motoring Services, Great Park Road,
Bradley Stoke, Bristol BS32 4QN



email: HSBC@rac.co.uk

Please provide **your** full name, contact telephone number, and, where applicable, the **vehicle** registration number. Please also enclose copies of relevant correspondence as this will help the **RAC** to deal with **your** complaint in the shortest possible time.

Depending on the nature of **your** complaint, **you** may refer the matter to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively, you may contact them by telephone on 0300 123 9123, by emailing complaint.info@financial-ombudsman.org.uk, or simply visiting their website at financial-ombudsman.org.uk.

Complaining to the Ombudsman will not affect **your** legal rights.

7. Financial Services Compensation Scheme

Aviva Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if the **RAC** cannot meet our obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website fscs.org.uk or by telephone on 0800 678 1100 or 0207 741 4100.

The covers provided by RAC Motoring Services under Roadside Assistance, At Home and Recovery and the additional services under this HSBC Insurance Aspects Motor Breakdown Assistance policy are not covered by the FSCS.

8. Data protection

HSBC Privacy Overview

HSBC's Privacy Notice explains how we collect, use, disclose, transfer and store **your** information and sets out **your** rights in relation to **your** information. A copy of our Privacy Notice is available separately and we will inform **you** when any changes are made to it. **You** can find an overview in **your** HSBC Insurance Aspects Terms and Conditions, or see the full Privacy Notice at hsbc.co.uk or by asking for a copy in branch or by telephone on 03457 404 404.

RAC Privacy Notice

This section provides a short summary of how **RAC** collect and use **your** data. Please refer to **RAC's** website at rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy for full details of how **RAC** use **your** data. Alternatively, **you** can obtain a copy of the Privacy Policy by using the contact details below.

What is your data?

There are three types of data **RAC** hold about **you**:

- personal data is information **RAC** hold on record which identifies **you**. This may include **your** name, address, email address and telephone number
- **RAC** will also hold data about **you** that is not personal, for example, information about **your vehicle**
- a small number of **RAC's** services require the collection and storing of special categories of personal data. **RAC** will only ask for this data when it is absolutely necessary and in accordance with data protection laws

How RAC obtain and collect your data

Your data may be collected in a number of different ways. For example, when **you** purchase this HSBC Insurance Aspects Motor Breakdown Assistance, contact **us** through social media or make a claim under **your** HSBC Insurance Aspects Motor Breakdown Assistance. **RAC** will always need to collect, store and use information about **you** to be able to provide **you** with **your** HSBC Insurance Aspects Motor Breakdown Assistance.

Please note, if **you** do not provide **your** data **RAC** will be unable to provide **you** with cover, as well as services related to administering **your** HSBC Insurance Aspects Motor Breakdown Assistance.

How RAC will use your data

RAC will use **your** data for the administration of **your** HSBC Insurance Aspects Motor Breakdown Assistance, for example, helping **you** if **you** make a **claim**. **RAC** may disclose **your** personal data to service providers who provide help under **your** HSBC Insurance Aspects Motor Breakdown Assistance.

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:



call **RAC's** Customer Service Team: 0330 159 0337



email **RAC**: membershipcustomercare@rac.co.uk



write to **RAC**: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

9. Fraud

If **you** make a **claim** under this policy knowing the **claim** to be dishonest or intentionally exaggerated or fraudulent in any way, or if **you** give any false declaration or statement to support the **claim**, the **RAC** will not pay the **claim** and will pass details to HSBC UK Bank plc who may, at their discretion, close **your** HSBC Insurance Aspects. The **RAC** reserve the right to tell the police about any dishonest **claim**. If the **RAC** settle a **claim** that we subsequently discover to be fraudulent, the **RAC** will take steps to recover our costs from **you**.

10. Choice of law

This agreement is governed by the laws of England and Wales, unless specifically agreed otherwise or where at the date of the contract **you** are resident in Scotland, in which case the laws of that country will apply.

11. Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

12. Telephone call charges and recording

Calls to 0800 numbers from **UK** landlines and mobiles are free. The cost of calls to 01 and 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. To help the **RAC** continually improve our service, and in the interests of security, the **RAC** may monitor and/or record **your** calls with the **RAC**.

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Accessibility

If you need any of this information in a different format, please let us know. **This includes large print, braille, or audio.** You can speak to us using the live chat on our website, by visiting one of our branches, or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more please get in touch. You can also visit: hsbc.co.uk/accessibility or: hsbc.co.uk/contact.

hsbc.co.uk

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Registered Office: 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 765112.

Administered by Aviva Insurance Limited. Registered in Scotland 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. Our firm reference number is 202153.

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