## first direct

# First Directory Terms and Conditions

Please ensure you have read these Terms. Effective from 1 July 2023

#### **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 pack.

#### **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)

Separate policy terms and conditions apply to each of the above insurances, and they are all subject to eligibility. Copies are also available upon request by calling **03 456 100100** or online at www.firstdirect.com/banking/first-directory/

#### Charges that apply to First Directory

#### £15 a month

This fee will be taken from your 1st Account (even if you are overdrawn).

#### First Directory Eligibility Requirements

To be eligible for First Directory you must:

- 1. Hold a first direct 1st Account:
- Be under the age of 70. If you hold First
  Directory with another person, one of you
  must be under 70 (only those under 70
  years of age, when a trip starts, will be
  able to benefit from Travel Insurance cover)
- 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 from your date of departure.

\*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 we close First Directory because you no longer meet the eligibility requirements, we'll deduct from your 1st Account any First Directory monthly fee that we've already told you will be deducted.

#### 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 and/or RAC Insurance Limited.

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.

first direct deals exclusively with Aviva for the purposes of your policy and is permitted by the insurers to provide insurance products and sell these to you. first direct acts as an agent of Aviva in relation to the collection of premium.

You won't receive advice or recommendation from first direct on this arrangement and we'll not charge you a fee for arranging this contract (other than the separate monthly fee). 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 765112. Further information can be found at www.register.fca.org.uk

#### 4. First Directory benefits

First Directory consists of several benefits, full details of which are set out in the First Directory welcome pack. Separate terms and conditions apply to these benefits, and these are in your welcome pack. Copies are also available upon request by calling us on **03 456 100 100** or online at **www.firstdirect.com/banking/first-directory/** 

#### 5. Making changes

We may make changes to these Terms (including our charges and the First Directory eligibility requirements and benefits) at any time in a fair, proportionate and reasonable manner to take account of:

- 1. any actual or proposed changes in general law or regulation;
- decisions or recommendations we have to follow such as those made by a court, regulator or the Financial Ombudsman Service;
- 3. new industry guidance and codes of practice;
- 4. changes in technology or other systems; and/or
- 5. legitimate increases or reductions in the costs of providing First Directory.

We may also make changes at any time in a fair, proportionate and reasonable manner for any other valid reason. We need this flexibility to change to be able to manage how we provide First Directory over a long period of time, and it is very difficult for us to anticipate all the circumstances when we might need to change the way the service works. If you do not like any changes we make in this way, you have the right to close First Directory.

If the change is favourable to you, we'll tell you within 30 days.

If the change is unfavourable to you we'll tell you at least 30 days in advance.

If we provide you with notice that we're going to make an unfavourable change to these Terms, you can close First Directory before that change takes effect without charge. However we'll deduct from your 1st Account any First Directory monthly fee that we have already told you will be deducted.

#### 6. Closing First Directory

#### 6.1 If you want to close First Directory

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

If you close First Directory, all of the First Directory benefits will be withdrawn by us and it won't be possible for you to take out First Directory again.

#### 6.2 When we can close First Directory

We'll automatically close First Directory if any of the following happen:

- you or we close your 1st Account for any reason;
- you reach 70 (if you hold First Directory with another person, we'll close First Directory once you've both reached 70); or
- if you tell us that you're moving outside of the UK, the Channel Islands or the Isle of Man, we'll
  close First Directory from your date of departure.

We can also close First Directory immediately if, at any time:

- you are, or we reasonably suspect you may be, acting fraudulently;
- you were not entitled to open your 1st Account or take out First Directory;
- we've demanded that you repay an overdrawn balance on your 1st Account, and you've 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 also close First Directory for any other valid reason and at any time by giving you at least 30 days' notice.

Where we close your First Directory:

- we'll deduct from your 1st Account any First Directory monthly fee that we've already told you will be deducted; and
- · we'ill also tell you why unless it would be unlawful for us to do so.

#### 7. How do I make a complaint?

We hope you're happy with the service we provide. However, if you are unhappy with it, we'd like to hear from you.

The first thing you need to do is get in touch.

#### By phone

Call our Customer Relations department on **03 450 511 378** lines are open Mon to Fri 8am to 8pm and Sat 9am to 4.30pm. This number is for calls from within the UK. Please call +44 113 234 5678 if you're abroad.

#### Chat with us Online

If you're an existing customer you can tell us about your complaint in our App - go to 'Help' and select 'Chat now'. Or in Online Banking, select 'Message us'.

#### In writing

You can write to us at Customer Relations, first direct, 40 Wakefield Road, Leeds LS98 1FD.

If, after we've done everything we can to help, you're not satisfied with our final response, you can refer it to the Financial Ombudsman Service. You may be able to refer your complaint to them before you receive our final response, and we'll let you know if this applies to you. You have 6 months from the date of our final response to refer your complaint to them.

Here's how to get in touch with the Financial Ombudsman:

#### By phone

Call **0800 0234 567** (free if you're calling from a fixed landline) or **0300 123 9123** (free if you're calling from a mobile phone which you pay a monthly charge for calls to numbers starting 01 or 02).

#### Online

Send an email to: complaint.info@financial-ombudsman.org.uk or visit their website at www.financial-ombudsman.org.uk.

### 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

#### 9. Transfers

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

We can transfer all 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. You can take legal proceedings concerning these Terms in England and Wales or in the country where you live (if Scotland or Northern Ireland).

## first direct

Contact us online or by phone

# chat with us via our App or message us via Onine Banking 03 456 100 100<sup>†</sup> firstdirect.com

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†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 Sign Relay visit **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.

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