

HSBC Life Cover

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Policy Summary

Please read the information in this Policy Summary carefully.

This is a summary of the Life Cover policy for Personal Protection and does not contain the full policy conditions. The full policy conditions, including exclusions, can be found in the Policy Document section of this booklet. Please ensure you keep this booklet safe for future reference.

The product provider is HSBC Life (UK) Limited.

Type of insurance and cover
<p>The Policy is appropriate if you are looking for life insurance that pays a lump sum (benefit) upon a Life Insured's death or earlier diagnosis of a terminal illness.</p> <p>There are two types of cover:</p> <ul style="list-style-type: none"> ▶ Level cover provides a fixed benefit amount throughout the term of the Policy; and ▶ Decreasing cover which provides a decreasing amount of benefit is designed to reduce in line with an outstanding mortgage or loan. <p>Subject to underwriting and policy limits, you decide how much benefit you would like to apply for, whether you need level or decreasing cover and the term (how long you want the cover to last).</p>
<p>Single Life Policy: You must specify a fixed term, between the ages of eligibility, to end no later than your 80th Birthday.</p>
<p>Joint Life Policy: You must specify a fixed term, and both parties must be between the ages of eligibility. The fixed term must end on or before the day the oldest Life Insured reaches 80.</p>
<p>The minimum term is five years.</p>
<p>You are eligible to take out a Policy if you are aged between 17 and 69 and are resident within the UK.</p>
<p>You will pay a monthly premium by direct debit for the term of the Policy. The premiums are not reviewable and are expected to stay the same throughout the term of the Policy.</p> <p>The Policy will remain in force until the chosen end date unless you inform us you wish to cancel it. If you stop paying premiums for a period longer than 28 days, the Policy will automatically terminate without value and no benefits will be payable.</p> <p>You should review your cover periodically to ensure it remains adequate for your needs.</p> <p>The Policy has no cash in value at any time.</p>
<p>Single Life Policy: If a claim is made and the benefit is paid out, the policy ends automatically and no more premiums will be payable.</p> <p>Joint Life Policy: A joint Policy covers two lives, on a 'first death' basis. If a claim is made the applicable amount of benefit is paid out upon death of the first person, during the term of the policy. Subsequently, the policy would end automatically. A joint life policy only pays out once and no more premiums would be payable.</p>

Significant features and benefits

During the term of the Policy the key benefits are:

- ▶ **Death Benefit** – a lump sum payment on death; or
- ▶ **Terminal Illness Benefit** – a lump sum payment on earlier diagnosis of a terminal illness.

Full details of these benefits are set out in the Policy Document section of this booklet.

Accidental Death* Benefit is included in the Policy. It provides free cover for the sum insured applied for up to a maximum of £250,000. You are covered for a maximum period of 90 days from our receipt of your application form to the Policy commencing, or until your application is declined. Your application form must be received by our Customer Services Centre within 14 days of it being completed by you.

* Accidental Death is death that arises solely and directly from bodily injury caused by external, violent, visible and accidental means, totally independent of any physical or mental illness or infirmity and excluding suicide.

Interim Cover – if you are taking the Policy out in connection with an HSBC Bank plc residential mortgage, free cover is provided until the Policy commences up to the amount applied for. This cover will start from the later of:

- ▶ the date of exchange of contracts;
- ▶ the date we accept your application; or
- ▶ the date we receive your written acceptance of alternative terms.

Cover will last for a maximum period of 90 days, or until your mortgage is completed if earlier.

Please note that payment will only be made once under either Accidental Death Benefit or Interim Cover at which point this cover will automatically end.

Mortgage/Loan Protection – if decreasing cover is taken in connection with defined HSBC Bank plc mortgages or loans (set out in Condition 5 of the Policy Conditions) as long as the outstanding capital balance and remaining term matches the sum assured and term at the start of the Policy, then the Policy will provide some additional protection. Provided that all mortgage or loan payments due have been paid in full on the date a claim is payable under the Policy, the lump sum paid out under the Policy will be at least equal to your outstanding mortgage or loan.

Significant and unusual limitations and exclusions

There are some limitations and exclusions that you should be aware of in respect of the Policy. These are fully detailed in Condition 4 of the Policy Conditions in the Policy Document section of this booklet which you should read carefully.

The Policy will not pay out in full and some or all benefits under the Policy may be cancelled if:

- ▶ Either Life Insured does not take reasonable care to provide accurate and full information in response to the questions we ask when you take out the Policy. You should not assume that we will write to a Life Insured's doctor. It is your responsibility to complete the application form properly;
- ▶ You do not tell us about any changes to:
 - Health
 - Family history
 - Lifestyle (including smoking habits)
 - Occupation and pastimes

that happen in respect of a Life Insured between the completion of the application form and when the Policy starts.

▶ **Single Life;**

- Suicide within the first 12 months of the Policy is not covered.

▶ **Joint Lives;**

- Suicide within the first 12 months of the Policy is not covered.
- In the event of suicide in the first 12 months of a joint policy, the policy would cease. The remaining life would be offered a single life policy based on their application at the time they applied for the joint policy, at a cost equal to their part of the joint life premium.

Cancellation

You have the right to reconsider your decision and change your mind. If you cancel the Policy within 30 days of receiving the Policy Schedule any premium paid by you for the Policy will be refunded.

If you decide to cancel the Policy outside of the 30-day cancellation period, we will not refund any premiums you have paid.

You may cancel the Policy by:

Calling HSBC Life (UK) Limited on 0345 745 6125*

* Lines are open 8am to 6pm Monday to Friday (excluding public holidays). To help us continually improve our service and in the interests of security, we may monitor and/or record your communications with us.

Or in writing to:

HSBC Life (UK) Limited
 Customer Services Centre
 PO Box 6176
 Coventry CV3 9HN

Making a claim

You, the executor or appointed administrator of a Life Insured's estate, or the appointed trustees can claim by calling HSBC Life (UK) Limited on:

0345 745 6125*

or by writing to:
 HSBC Life (UK) Limited
 Claims Department
 Customer Services Centre
 PO Box 6176
 Coventry CV3 9HN

* Lines are open 8am to 6pm Monday to Friday (excluding public holidays). To help us continually improve our service and in the interests of security, we may monitor and/or record your communications with us.

Complaints

We want you to be entirely satisfied with the products and services you receive from us. If you are dissatisfied with any aspect of our service, please let us know. We always endeavour to resolve any concerns fairly and quickly.

If you ever need to complain you may do so in writing to HSBC Life (UK) Limited, Customer Service Centre, PO Box 6176, Coventry CV3 9HN or by calling on 0345 745 6125*. A written copy of our complaints procedure is available on request.

If you are not satisfied with our response, you can complain to the Financial Ombudsman Service.

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

*Lines are open 8am to 6pm Monday to Friday (excluding public holidays). To help us continually improve our service and in the interests of security, we may monitor and/or record your communications with us.

Compensation

HSBC Life (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS).

If HSBC Life is unable to meet its obligations you may be able to claim compensation. Where this is the case the FSCS will provide cover for 100% of the claim with no upper limit.

Further information about the compensation provided by the FSCS is available from the FSCS website FSCS.org.uk or write to:

Financial Services Compensation Scheme
 10th Floor, Beaufort House
 15 St Botolph Street
 London EC3A 7QU

Please note only compensation related queries should be directed to the FSCS.

Important information

Tax	
<p>The benefits payable under the Policy are free from UK income and capital gains tax. However, the tax treatment of the Policy benefits may change in the future. Some countries may have tax legislation that has extra-territorial effect and this may impact you regardless of your place of domicile or residence. This means you may incur charges as a result of buying this policy/paying the premium. We strongly recommend that you seek your own professional advice if you think that this may be an issue for you.</p>	
Single Life Policy	Joint Life Policy
<p>Benefits paid out after your death, may be liable to inheritance tax.</p> <p>It may be possible to mitigate your liability to inheritance tax by using an appropriate trust, such as our Flexible Trust.</p>	<p>Typically when joint life policies are put in place by married couples, they are not written in trust, as payments pass between spouses with no immediate inheritance tax liability. There are however scenarios where a trust can be advantageous for joint policies, for both unmarried and married couples. HSBC do not currently have a trust suitable for joint life policies and we recommend you seek independent financial and legal advice.</p>

Registered office
<p>HSBC Life (UK) Limited 8 Canada Square London E14 5HQ</p> <p>Registered in England (United Kingdom) number 88695.</p>

HSBC Life (UK) Limited
<p>HSBC Life (UK) Limited is the product provider and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our firm reference number is 133435.</p> <p>These details may be checked on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.</p> <p>HSBC Life (UK) Limited is a member of the Association of British Insurers.</p> <p>HSBC Life (UK) Limited is incorporated in England and is a company limited by shares.</p> <p>The main business of HSBC Life (UK) Limited is writing life policies. The language used in this Policy Document is English.</p>

Your Information
<p>Your information will be dealt with in accordance with the provisions beginning on page 14 of this booklet.</p>

Policy Document

Introduction

Important

The terms and conditions of the Policy are set out in this Policy Document. You need to read and study them carefully. This Policy Document contains exclusions from cover. Please pay particular attention to the key words and phrases that are defined in the 'Definitions' section. These words have specific technical meanings and explanations for the Policy. They affect what is covered by and what is excluded from the Policy.

Premiums

This is a regular Premium contract and you must pay all Premiums. If you stop paying your Premium, benefits under the Policy may be lost.

Documents

You should keep the following documents together and in a safe place:

- ▶ This Policy Document;
- ▶ Policy Schedule(s); and
- ▶ any amendments or specially agreed terms relating to the Policy.

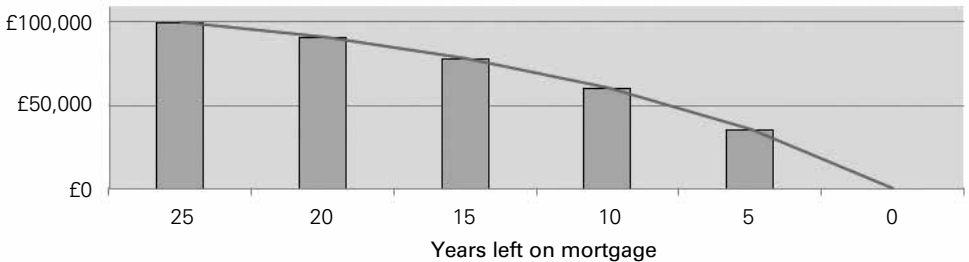
The above documents provide evidence of your legal entitlement to the benefits under the Policy. Please do not destroy any of these documents as you will need them in the event of a claim under the Policy.

Policy Conditions

1. Death Benefit

If a Life Insured dies during the term of the Policy, then the Death Benefit shall become payable. The Death Benefit will be equal to the Sum Insured.

For decreasing cover the Sum Insured will decrease monthly, as represented in the graph below. In order to establish the Sum Insured the Policyholder should contact the Customer Services Centre. On payment of the Death Benefit the Policy will automatically terminate.



Mortgage outstanding
 Decreasing term assurance estimated insurance payout
 For joint life Policies, the Policy will end after payment for one of the lives insured.

2. Requirement to pay Death Benefit

Payment of the Death Benefit is subject to receipt of proof, satisfactory to the Company, at the Claims Department that a Life Insured has died.

In addition, formal identification may be required to verify the identity of the payee.

3. Terminal Illness Benefit

The Sum Insured will become payable provided that there has been a definite Diagnosis within the term of the Policy by the attending consultant, of an illness that satisfies both of the following:

- ▶ The illness either has no known cure or has progressed to the point where it cannot be cured; and
- ▶ In the opinion of the attending consultant and our Chief Medical Officer, the illness is expected to lead to death within the later of 24 months or the remaining term of the policy.

Upon payment of the lump sum for a Terminal Illness claim the Policy will automatically terminate.

4. Exclusions

The following exclusions will apply to the payment of Death Benefit.

- ▶ Suicide
 - If a Life Insured commits suicide within 12 months of the commencement date of the Policy shown in the Policy Schedule, the Death Benefit will not be payable.

5. Mortgage/Loan Protection

This applies where decreasing cover has been taken and is used together with one of the following (and the outstanding capital balance and remaining term matches the sum assured and the term at the Policy commencement date):

- ▶ an HSBC Bank plc residential capital repayment mortgage; or
- ▶ an HSBC Bank plc residential remortgage on a capital repayment basis; or
- ▶ an HSBC Bank plc residential equity release mortgage on a capital repayment basis; or
- ▶ an HSBC Bank plc personal loan or graduate loan;

then upon payment of one of the following:

- ▶ the Death Benefit; or
 - ▶ earlier payment of Terminal Illness Benefit
- the amount payable will be the greater of:
- ▶ the Sum Insured; or
 - ▶ the Mortgage or Loan Account.

If the original Sum Insured at the start of the Policy is less than the Loan Amount then the Mortgage or Loan Account, for the purpose of calculating the Mortgage or Loan Protection for this Policy, shall be proportionately reduced by the ratio of the Sum Insured to the Loan Amount.

6. Fees and costs for a claim for Terminal Illness Benefit

If a Life Insured is living in the UK the Company will pay fees for any medical examinations which the Company requests provided they are carried out in the UK. The Company will not pay any amount towards medical evidence in support of a claim unless the Company has given its prior agreement to such fees or expenses being incurred. If a Life Insured is living outside the UK, the Company will only pay fees for medical examinations which the Company requests up to the amount that the Company would reasonably expect to pay in the UK.

7. Premium payment when claiming

If a claim is made for terminal illness, payment of Premiums must continue until the claim is accepted by the Company as a valid claim. Once the Company has accepted a claim is valid, all Premiums paid after the date of notification of the terminal illness shall be refunded in full, without interest. Upon notification of death, premiums will cease. Any premiums received after the date of death shall be refunded in full, without interest.

8. Delay in payment of the Death Benefit

If the Death Benefit has not been paid within one calendar month from the date of written notification of death (at the Claims Department) then the Company may in its sole opinion determine that interest will accrue on the Death Benefit on a monthly basis.

If interest accrues it will be for the period from the end of the calendar month in which written notification of death was received until the date of payment of the lump sum. The rate of interest will be determined by the Company, from time to time, and will not be less than the Base rate of HSBC Bank plc less 1.25%.

Interest will be calculated by applying the rate of interest proportionately over the number of months that payment is delayed. Any interest payments made in accordance with this Condition will be subject to deduction of Income Tax or any other taxation as appropriate.

9. Contract variation

None of these Policy Conditions may be varied or waived except by an Endorsement issued by the Company.

10. Alteration and cancellation

If requested in writing by a life/lives insured the Company may, but is not obliged to, reduce the Sum Insured and Premium, and/or make the Expiry Date earlier.

If allowed, any such change will take effect from the Premium due date following the receipt, at the Customer Services Centre, of the full written instruction from the life/lives insured.

Cancellation

If requested by the life/lives insured the Company will cancel the Policy. The a life/lives insured will not be able to reinstate the Policy once it is cancelled.

11. Currency and place of payment

All benefits payable and Premiums due under the Policy will be made in pounds sterling or, if different, the lawful currency of the UK. All Premiums due under the Policy shall be payable at the Customer Services Centre.

12. Payment of Premiums

All Premiums are payable on the due dates set out in the Policy Schedule. Premium payment will have only been made when the Company has received the total amount of the Premium at the Customer Services Centre. All Premiums are non-refundable unless the Company collects an amount in error of direct debit instructions when the excess Premium will be returned to the Policyholder.

13. Non-payment of Premiums

A Grace Period of 28 days following the Premium due date is allowed for the payment of each Premium. If the Sum Insured becomes payable during the Grace Period it will be reduced by the amount of any outstanding Premiums. If no Premium is paid within the Grace Period, the Policy will lapse without value and will terminate automatically and no benefits will be or will become payable.

14. Termination of the Policy

All the rights and obligations of the Company and the Policyholder under the Policy will cease immediately when one of the following events occurs:

- ▶ payment of the Death Benefit in accordance with Condition 1; or

- ▶ payment of the Terminal Illness Benefit in accordance with Condition 3; or

- ▶ suicide of a Life Insured within 12 months of the commencement date of the Policy showing in the Policy Schedule; or

- ▶ the lapse of the Policy following the non-payment of Premiums in accordance with Condition 13; or

- ▶ the Expiry Date as shown in the Policy Schedule is reached; or

- ▶ the Policy is declared void by the Company due to a fraudulent Policy application or fraudulent claim for Policy benefits; or

- ▶ the Policyholder cancels the Policy.

15. Reinstatement of a Lapsed Policy

If the Policy has lapsed due to non-payment of Premiums (as described in Condition 13) the Policyholder(s) may, within 12 months of the due date of the first unpaid Premium, make a request in writing to the Customer Services Centre that the Policy is reinstated. The Company may, but is under no obligation to, reinstate the Policy subject to:

- ▶ sufficient evidence being provided to the Company to substantiate the continuing good health of the life/lives Insured. Such evidence must be relevant and be considered satisfactory by the Company; and

- ▶ the right to request that the life/lives Insured undergoes further medical examinations, tests or provides medical or other relevant additional information to substantiate that the state of health and insurability of the life/lives Insured is satisfactory to the Company.

If the Company agrees to reinstate the Policy, all the Premiums which were unpaid and were due if the Policy had not been lapsed will be immediately payable.

16. Notification to the Policyholder

Any written notice that the Company gives to the Policyholder(s) in relation to the Policy will be sent by pre-paid post to the last known address of the Policyholder(s) notified to the Company. Any such notice will be deemed to be served two days after posting. It is therefore imperative that you keep your details with us up to date.

If any provision of the Policy is altered by the exercise of any Condition, the Company will give the Policyholder(s) at least 30 days prior notice of such a change, unless such variation has been requested by the Policyholder(s) or the nature of the variation requires immediate change.

17. Change of personal details of a life/lives insured

Address

The Policyholder(s) and/or life/lives Insured should immediately, or as soon as practicable, tell the Company of a change of address by writing to or telephoning our Customer Services Centre.

Age and name

Before any payment of the Sum Insured can be made under the Policy, the Company will need to see evidence of the date of birth and evidence of any changes of name for a life/lives insured. Such evidence will include, but is not limited to, the originals of:

- ▶ Birth Certificate
- ▶ Marriage Certificate
- ▶ Deed Poll.

If this information is not provided, any payment under the Policy may be delayed.

If the age of a Life Insured has been misstated the Company may, but is not obliged to, alter any amount payable under the Policy to reflect the amount which would have been payable if the age of the life/lives Insured had been correctly stated.

18. Surrender value

The Policy has no cash in value at any time.

19. Law and jurisdiction

The laws of England and Wales govern all Policy Conditions. The Policyholder and the Company submit to the exclusive jurisdiction of the courts of England and Wales.

20. Tax and legislation

The Company may, but is not obliged to, make changes in a fair and reasonable manner to the following, to take account of any actual or proposed changes in taxation, legislation, legal precedents, regulations, or the manner in which such legislation or regulations are interpreted or construed:

- ▶ the Conditions of the Policy; or
- ▶ any Premiums or benefits under the Policy.

Any such changes made to the Policy Conditions and/or the Policy benefits will be notified to the Policyholder(s) in accordance with Condition 16. The Insurer will not include any taxes, levies, charges, fees and withholdings of any nature now or brought in at a later date by any government, fiscal or other authority in the premiums charged

for this policy. If any such charges arise as a result of you paying the premiums, you must ensure they are paid.

The Insurer will not accept any responsibility for the payment of any such charges you may incur as a result of buying this policy/paying premiums. If anything changes to oblige the Insurer to include any taxes, levies, charges, fees and withholdings in the premiums charged, we will write and tell you.

21. Unfair contract terms

If any Policy provision is considered and found to be wholly or partly unfair or ambiguous in accordance with The Unfair Terms in Consumer Contracts Regulations 1999 the Company may by suitable Endorsement and in a fair and reasonable manner change the wording of such condition to prevent and resolve the unfairness or ambiguity.

If any change is made to the Policy in accordance with this Condition:

- ▶ it shall be made so as not to prejudice the position of the Policyholder(s);
- ▶ written notification of such change shall be given to the Policyholder(s) in accordance with Condition 16; and
- ▶ the rest of the Policy will not be affected unless the Endorsement specifically alters it.

22. Contracts (Rights of Third Parties) Act 1999

Any person who is not a party to the Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision or condition of the Policy but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

Definitions

Claims Department

Means HSBC Life (UK) Limited, PO Box 6176, Coventry CV3 9HN.

Company

Means HSBC Life (UK) Limited or its successors in title.

Customer Services Centre

Means HSBC Life (UK) Limited, PO Box 6176, Coventry CV3 9HN or by telephone on 0345 745 6125.

Death Benefit

Is the amount payable on the death of a Life Insured and is equal to the lump sum as shown in the Policy Schedule.

Diagnosis

Means an unequivocal confirmation of Terminal Illness as defined in these Policy Conditions and contained in a dated letter to the Company. All diagnoses and medical opinions must be given by a registered medical practitioner whose professional status is recognised by the Company; and

- ▶ is acceptable to our Chief Medical Officer; and
- ▶ is a specialist in an area of medicine appropriate to the cause of the claim.

Endorsement

Means any schedule, letter or other document issued by the Company to the Policyholder(s) that alters the provisions, conditions, definitions or schedule of the Policy.

Expiry Date

Means the date shown in the Policy Schedule on which the Policy terminates and all benefits come to an end.

Grace Period

Means, in respect of each Premium, a period of 28 days immediately following the Premium due date.

Life/lives Insured

Are the person(s) shown as life/lives Insured in the Policy Schedule relating to whom payment of the Sum Insured depends.

Loan Amount

Means the total amount of capital borrowed from HSBC Bank plc and drawn down within three calendar months of the start date of the Policy, as shown on the Policy Schedule.

If the start date of the Policy is after the date the loan is drawn down then Loan Amount shall mean the capital balance outstanding at the start date of the policy.

Mortgage/Loan Account

Means (in relation to an HSBC Bank plc mortgage or loan for which the Policy is used in connection):

- ▶ the capital borrowing outstanding; plus
- ▶ any interest accrued since the last mortgage or loan repayment instalment due date, (as specified in the terms and conditions of the mortgage or loan agreement with HSBC Bank plc); less
- ▶ the sum of any repayment instalments (as specified in the terms and conditions of the mortgage or loan agreement with HSBC Bank plc) that have fallen due and have not been paid, together with any interest accrued.

If the original Sum Insured at the start of the policy is less than the Loan Amount then the Mortgage / Loan Account, for the purpose of calculating the Mortgage / Loan Protection for this Policy, shall be proportionately reduced by the ratio of the Sum Insured to the Loan Amount.

Personal Protection

Means a Policy applied for to provide family cover, personal cover or residential mortgage cover.

Policy

Means HSBC Life Cover for Personal Protection.

Policyholder

Means the person (or persons) shown as the life/lives insured in the Policy Schedule who for the time being is the legal holder of the Policy. The original Policyholder will be shown in the Policy Schedule, but could, if appropriate, mean:

- ▶ the executor/administrator of the Policyholder(s); or
- ▶ the legal assignee of the Policyholder(s) or subsequent assigns (including for the avoidance of doubt any trustee in bankruptcy or liquidator), or
- ▶ the executor/administrator of such assignee holding title to the Policy, or
- ▶ if the Policy is held in trust, the current trustee(s) of such trust.

Policy Schedule

Means the schedule to the Policy (issued as 'the Policy Schedule') or any replacement schedule issued by the Company in accordance with the Policy Conditions which shows the details of the cover provided by the Policy.

Premium

Means the amount shown in the Policy Schedule or any subsequent Endorsement.

Sum Insured

Means the amount shown in the Policy Schedule against the heading of Sum Insured. For decreasing cover the Sum Insured will decrease monthly. In order to establish the sum insured that will apply in any subsequent month of each policy year the Policyholder should contact our Customer Services Centre.

Collection and use of Customer Information, Financial Crime Risk Management Activity and Tax Compliance

Definitions

Capitalised terms used in this section shall have the following meanings;

“Authorities” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

“Compliance Obligations” means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

“Connected Person” means a natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any person identified as a beneficiary under this insurance policy, any person who is, or may be, entitled to receive a payment under this insurance policy, a director or officer of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, trustee, settlor or protector of a trust, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

“Controlling Persons” means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

“Customer Information” means any Personal Data, confidential information, and/or Tax Information relating to you or a Connected Person.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

“Financial Crime Risk Management Activity” is defined in clause 3.1 below.

“HSBC Group” means collectively and individually, HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices, and **“any member of the HSBC Group”** has the same meaning.

“Laws” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

“Personal Data” means any information relating to an individual from which they can be identified.

“Services” includes (a) opening and maintaining of this insurance policy, (b) providing services relating to this insurance policy and its termination or expiry, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

“Substantial Owners” means any individuals entitled to more than 10% of the profits of or with an interest in more than 10% of an entity either directly or indirectly.

“Tax Authorities” means UK or foreign tax, revenue or monetary authorities (for example, HMRC).

“Tax Certification Forms” means any forms or other documentation which may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

“Tax Information” means documentation or information about your tax status and the tax status of any owner, Controlling Person, Substantial Owner or beneficial owner.

“we”, “us” and “our” means HSBC Life (UK) Limited.

“you” and “your” refer to the person named as policyholder of this insurance policy.

Reference to the singular includes the plural (and vice versa).

1. Collection, Processing and Sharing of Customer Information

These paragraphs 1-7 explain how we will use Customer Information. By using the Services, you agree that we and members of the HSBC Group may use Customer Information in accordance with such paragraphs.

Customer Information will not be disclosed to anyone other than where:

- ▶ we are legally required to disclose;
- ▶ we have a public duty to disclose;
- ▶ our, or a third party's, legitimate business purposes require disclosure;
- ▶ the disclosure is made with your consent; or
- ▶ it is disclosed as set out in this paragraph.

Collection

1.1. We and other members of the HSBC Group may collect, use and share **Customer Information** (including information about you and any Connected Person, your transactions, your use of our products and services, and your relationships with the HSBC Group). **Customer Information** may be requested by us, by any member of the HSBC Group, or by a third party on behalf of us or any member of the HSBC Group, and may be collected from you directly, from a Connected Person, from a person acting on behalf of you or a Connected Person, or from other sources (including from publically available information), and it may be combined with other information available to us or any member of the HSBC Group.

Processing

1.2. We will process, transfer and disclose Customer Information in connection with the following purposes (the "**Purposes**"):

- (a) providing you with Services and approving, managing, administering or effecting any transactions that you request or authorise,
- (b) meeting Compliance Obligations,
- (c) conducting Financial Crime Risk Management Activity set out in paragraph 3 below,
- (d) enforcing or defending our rights, or those of a member of the HSBC Group,
- (e) furthering our internal operational requirements or those of any member of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),

(f) maintaining our overall relationship with you (including, if you agree, marketing or promoting financial services or related products, and market research), and

(g) verifying your identity.

Sharing

1.3. By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- (a) any member of the HSBC Group;
- (b) any sub-contractors, agents or service providers of the HSBC Group (including their employees, directors and officers);
- (c) any Authorities, in response to their requests, where you have provided us with false or inaccurate information, or in connection with our Compliance Obligations or Financial Crime Risk Management Activity;
- (d) persons acting on your behalf and upstream withholding agents;
- (e) any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- (f) other financial institutions, fraud prevention organisations, trade associations, credit reference agencies or credit bureaux, and debt recovery agents;
- (g) any introducing broker to whom we provide introductions or referrals;
- (h) any third party in connection with a transfer, disposal, merger or acquisition of business by us or any member of the HSBC Group; and
- (i) selected third parties for marketing purposes, where you have consented to marketing, wherever located, including in jurisdictions which do not have data protection laws providing the same level of protection as the jurisdiction in which the Services are supplied. Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

Your obligations

1.4 You agree to inform us promptly, and in any event within 30 days, in writing if you become aware of any changes to Customer Information

supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.

1.5. You must ensure that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone else on your behalf) provided, or will from time to time provide, to us or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms before their information is provided. You must at the same time advise them that they have rights of access to, and correction of, their Personal Data.

1.6. Where:

- ▶ you fail to provide promptly Customer Information that we reasonably request, or
- ▶ you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- ▶ we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

- (a)** be unable to provide new, or continue to provide all or part of any, Services to you;
- (b)** take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status or that of a Connected Person, including whether you or they are reportable to a Tax Authority, and we or other persons may withhold amounts where legally required by any Tax Authority and pay such amounts to the appropriate Tax Authority.

2. Accessing Your Information

Individuals can make a written request for a copy of certain personal records we hold about them. The current fee is £10.00 per request from each individual.

3. Financial Crime Risk Management Activity

3.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity"). Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction or communication sent to or by you or a Connected Person, or on your or their behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of any member of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status.

3.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

4. Tax Compliance

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment and filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group. Each Connected Person (acting in their capacity as a Connected Person and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or any Connected Person's place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction in which they may arise including any that may relate specifically to

the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

5. Website and Email Personalisation

5.1 When you use a computer or other device to access websites operated by or on behalf of the HSBC Group and associated third parties, information may be stored and accessed on that device:

- ▶ to improve your experience;
- ▶ to improve the functionality, security and performance of those websites;
- ▶ to provide you with promotional content; and/or
- ▶ to provide us with information about how those websites are used and how users arrive at those websites.

5.2 In the event that you receive emails sent by or on behalf of the HSBC Group, such emails may contain technologies to track for market research purposes whether you opened those emails and whether you accessed internet links contained within those emails. You agree to information being stored, accessed and used in this way.

5.3 Members of the HSBC Group may also exchange, analyse and use relevant information about you in the ways described above to ensure that promotional content displayed to you on screen when you use HSBC Group websites is more likely to be relevant and of interest. Further information is available on our cookie policy, and site terms and privacy statement at our website hsbc.co.uk.

6. Further Information and Marketing

6.1 To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. In the interests of security and for preventing and investigating crime we may use closed-circuit television in and around our premises for the monitoring and collection of sound and/or visual images. Any recordings remain our sole property.

6.2 We may make and retain copies of passports, driving licences or other identification evidence that you provide.

6.3 If we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.

6.4 If you change your mind at any time about receiving marketing information via post, telephone, email or any other method, or about participating in market research, then please let us know.

7. Miscellaneous

If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.



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