

HSBC Critical Illness Cover (Level and Decreasing)

Everything you need to know for:
Personal Protection and
Business Protection

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Policy Summary

Please read the information in this Policy Summary carefully.

This is a summary of the Critical Illness Cover policy for Personal Protection and the Critical Illness Cover policy for Business 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 (meaning Critical Illness Cover for either Personal Protection or Business Protection as applicable) is appropriate if you are looking for insurance that pays a lump sum (benefit) upon the diagnosis of one of the specified critical illnesses or a specified surgical procedure is undergone within a set period.</p> <p>There are two types of cover:</p> <ul style="list-style-type: none"> • Level cover provides a fixed level of benefit throughout the term of the Policy; and • Decreasing cover is where the amount of benefit is designed to reduce in line with an outstanding mortgage or loan. | |
| Personal Protection | Business Protection |
| If you choose a fixed term, the Policy cannot end later than your 70th birthday. Where a fixed term is not specified, the Policy will end on your 65th birthday, unless cancelled earlier. | The Policy cannot end later than the Life Insured's 70th birthday. |
| The minimum term is five years. | The minimum term is two years. |
| You are eligible to take out a fixed term Policy if you are aged between 17 and 64 and are resident within the UK. You are eligible to take out a Policy where a fixed term is not specified if you are aged between 17 and 59 and are resident within the UK. | You are eligible to take out the Policy if the Life Insured is aged between 17 and 64 and is resident within the UK. |

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.

If a claim is made and the benefit is paid out, the Policy ends automatically and no more premiums will be payable. **The Policy has no cash in value at any time.**

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.

You should review your cover periodically to ensure that it remains adequate for your needs.

The complete list of critical illness conditions and surgical procedures we cover are set out below:

- Aorta graft surgery – for disease
- Bacterial meningitis
- Benign Brain Tumour – resulting in permanent symptoms or surgical removal
- Benign spinal cord tumour
- Blindness – permanent and irreversible
- Cancer – excluding less advanced cases
- Cardiac arrest – resulting in surgically implanted cardiac defibrillator
- Coma – resulting in permanent symptoms
- Coronary Artery By-Pass Grafts
- Creutzfeldt-Jakob disease (CJD)
- Dementia including Alzheimer's disease - resulting in permanent symptoms
- Encephalitis
- Heart Attack
- Heart Valve Replacement or Repair
- Intensive care requiring medical ventilation for 10 consecutive days
- Kidney failure – requiring dialysis
- Loss of a hand or foot – permanent physical severance
- Loss of speech – total, permanent and irreversible
- Major Organ Transplant – from another donor
- Motor Neurone Disease – resulting in permanent symptoms
- Multiple Sclerosis – with persisting symptoms
- Multiple system atrophy
- Neuromyelitis optica (Devic's disease) - with persistent clinical symptoms
- Open heart surgery – with surgery to divide the breastbone
- Paralysis of a limb – total and irreversible
- Parkinson's Disease – resulting in permanent symptoms
- Primary pulmonary hypertension – of specified severity
- Progressive supranuclear palsy
- Pulmonary artery surgery
- Removal of an eyeball
- Spinal stroke – resulting in permanent symptoms
- Stroke – resulting in permanent symptoms
- Terminal illness
- Third degree burns – covering 20% of the body's surface area
- Traumatic Brain injury – resulting in permanent symptoms

These headings are only a guide to what is covered by the Policy. The full definitions of the specified critical illnesses and surgical procedures covered and the circumstances in which you can claim are given in the Policy Document under the Critical Illness Definitions heading.

These typically use medical terms to describe the illnesses but in some cases the cover may be limited. For example:

- Some types of cancer are not covered; and
- To make a claim for some critical illnesses you have to have permanent or persisting symptoms.

Significant features and benefits

During the term of the Policy the key benefits are:

- A lump sum payment on diagnosis of a specified critical illness or surgical procedure.
- A lump sum payment, for Personal Protection only, for any Child (including natural, step and legally adopted) of the Life Insured up to a maximum of £25,000. See Condition 2 of the Policy Conditions (page 10).

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

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 is the same as the Policy Sum Assured 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 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:

- The Life Insured is first diagnosed with one of the specified critical illnesses or undergoes one of the specified surgical procedures within 90 days of the start date of the Policy;
- The Life Insured does not survive 10 days from either the date of diagnosis of one of the specified critical illnesses or the date of one of the specified surgical procedures (see Condition 1 of the Policy Conditions);
- Either you or the 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 the 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 the Life Insured between you completing the application form and when the Policy starts;
- The claim is caused directly or indirectly from infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS) unless caught in the UK after the start of the Policy from:
 - a blood transfusion given as part of medical treatment; or
 - a physical assault; or
 - an incident occurring during the course of performing normal duties of employment in any occupation which provides accident and emergency, medical, dental, or nursing services to the general public.

If the Life Insured is abroad at the time of a claim then the Life Insured may have to return to a particular country so that diagnosis of a specified critical illness can be made (see Condition 3 of the Policy Document).

Cancellation

You have the right to change your mind and cancel the Policy. 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.

Personal Protection

Personal customers 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.

Business Protection

Business customers may cancel the Policy by 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 the 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 | |
|--|---|
| Personal Protection | Business Protection |
| <p>The benefits payable under the Policy are free from UK income and capital gains tax. 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 premiums. We strongly recommend that you take your own professional advice if you think that this may be an issue for you.</p> | <p>The benefits payable under the Policy may be liable for income tax and corporation tax. This would depend on a number of factors and you should ask your advisor for more details.</p> <p>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 premiums. We strongly recommend that you take your own professional advice if you think that this may be an issue for you.</p> |

HSBC Life (UK) Limited

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.

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.

HSBC Life (UK) Limited is a member of the Association of British Insurers.

HSBC Life (UK) Limited is incorporated in England and is a company limited by shares.

HSBC Life (UK) Limited registered office is 8 Canada Square, London E14 5HQ. HSBC Life (UK) Limited is registered in the United Kingdom with company number 88695.

The main business of HSBC Life (UK) Limited is writing life policies. The language used in this Policy Document is English.

A guide to Critical Illness Cover

The ABI (Association of British Insurers) give general information about critical illness cover in their booklet 'A Guide to Critical Illness Cover'. You can ask us for a copy or you can get a copy at www.abi.org.uk or by writing to:

Association of British Insurers
51 Gresham Street
London EC2V 7HQ

Please note – this document complies with the ABI Statement of Best Practice for Critical Illness Cover.

Your Information

Your information will be dealt with in accordance with the provisions beginning on page 22 of this booklet.

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 Critical Illness Definitions and General Definitions sections. 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 to refer to them in the event of a claim under the Policy.

Policy Conditions

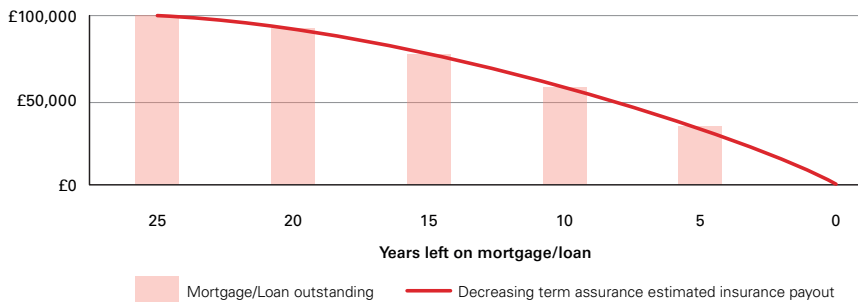
1. Critical Illness Cover (Life Insured)

Subject to Conditions 3 and 4 below, the benefit will become payable if after the start date of the Policy, the Life Insured is diagnosed with one of the specified critical illnesses or has undergone one of the specified surgical procedures and survives for a period of 10 days from either the date of Diagnosis or from the date of the specified surgical procedure. If the Life Insured does not survive for a period of 10 days, the Policy terminates automatically and no benefit is payable.

In this Policy, a specified critical illness or surgical procedure means:

- The Diagnosis during the term of the Policy, that the Life Insured has any one or more of the critical illnesses detailed in the Critical Illness Definitions section, or has undergone the type of surgery detailed in the Critical Illness Definitions section.

The benefit will be equal to the Sum Insured. For decreasing cover the Sum Insured will decrease monthly, as illustrated in the example graph below.



In order to establish the Sum Insured that will apply in every subsequent month of each policy year the Policyholder should contact the Customer Services Centre (contact details can be found on page 6). On payment of the benefit the Policy will automatically terminate.

2. Children's Critical Illness Benefit (not applicable to Business Protection)

Any Child of the Life Insured, including natural, step and legally adopted Children of the Life Insured may be covered. If the Child suffers from a specified Critical Illness or undergoes a specified surgical procedure, Children's Critical Illness Cover is payable, subject to the following provisions:

- The maximum benefit payable will be the lower of 50% of the Sum Insured at the time of the claim as shown on the Policy Schedule or £25,000.
- The Child must survive 10 days from his or her Date of Diagnosis, or operation.
- The Date of Diagnosis of the Child, or operation on the Child of the type listed, must be when the Child is aged between 30 days and 18 years old.
- If the Child remains in full time education after age 18 years then Children's Critical Illness Benefit will continue until age 21 years, or until full time education ceases, whichever is sooner. In this case the Date of Diagnosis or operation of the type listed must be before the soonest of age 21 or cessation of full time education.
- The payment of this benefit will not alter the Sum Insured covered under the Policy.
- The payment of this benefit will not cause the Policy to terminate under Condition 13 [Termination of the Policy].
- This Benefit will only ever be paid once in respect of any Child of the Life Insured and once paid no future entitlement to Children's Critical Illness Benefit under this or any other Policy with the Company shall arise in respect of the Child for whom the benefit has previously been paid. If a Child is covered under two or more policies, then the total benefit payable will be no greater than the highest benefit payable under any of the individual policies. Any benefit so payable will be divided proportionately between each of the policies in the same proportion that the total Sum Assured for each individual policy bears to the combined total Sum Assured of every such policy.

The following exclusions apply to Children's Critical Illness Benefit in respect of pre-existing medical conditions:

No benefit shall be payable where the Child's critical illness results wholly, partly, directly or indirectly from any medical condition, disorder or disability that the Child was already suffering from (whether there were any symptoms or not) before:

- the Policy Start Date; or
- the date of the Reinstatement of the Policy
- the date of the Child's legal adoption.

No benefit shall be payable for Children's Critical Illness Benefit if your Child was diagnosed with one of the specified critical illnesses in utero, prior to the policy Start Date.

No benefit shall be payable if the Child is first diagnosed with one of the specified critical illnesses or undergoes one of the specified surgical procedures within 90 days of the Policy Start Date.

Children's Critical Illness Benefit will not be payable if, at the Date of Diagnosis, the Policy is:

- being used for partnership or share protection and subject to a business trust arrangement
 - being used for key person protection and/or where the Policyholder is a corporate body
 - being used as security for a commercial loan and being held as security for that loan by the lender.
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3. Requirement to pay a claim

Any claim under the Policy is subject to:

- either written or verbal notification to the Claims Department that an event has occurred giving rise to a claim, with such written evidence as the Company reasonably requires and considers necessary to support the claim;
- the Life Insured at all times when required, giving written consent to allow any medical information or results of any examination or test to be given directly to the Company;
- the Life Insured attending any examination required by the Company or by any medical practitioner appointed by the Company; and
- where the Life Insured is living, working or travelling outside the Permitted Areas, the Life Insured must return to the Permitted Areas for Diagnosis.

If a claim is not made within 12 months of the date of Diagnosis or the date of the specified surgical procedure, then the Company may, at its discretion, reject the claim as invalid, and no benefit will be payable. This could arise because the Company may not be able to obtain satisfactory medical evidence to support a claim due to the time elapsed between the date of claim and the date of Diagnosis or the date of the specified surgical procedure. The Company will at all times act in a fair and reasonable way when exercising its discretion.

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

4. Exclusions

The following exclusions will apply to the payment of the benefit:

- If the Life Insured is first diagnosed with one of the specified critical illnesses or undergoes one of the specified surgical procedures within 90 days of the start date of the Policy shown in the Policy Schedule then the Sum Insured will not be payable at any time in respect of that specified critical illness or surgical procedure.
- A claim will not be payable if it is caused directly or indirectly from Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS) unless caught after the start of the Policy from:

– blood transfusion given as part of medical treatment; or

– a physical assault; or

– an incident occurring during the course of performing normal duties of employment in any occupation which provides accident and emergency, medical, dental or nursing services to the general public;

and satisfying all of the following:

– the incident must have been reported to appropriate authorities and have been investigated in accordance with established procedures;

– where HIV/AIDS infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment the incident must be supported by a negative HIV antibody test taken within 5 days of the incident;

– there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus;

– the incident causing infection must have occurred in the UK.

5. Mortgage/Loan Protection

This applies where decreasing cover has been taken and is used together with one of the following types of mortgage or loan (and the outstanding capital balance is the same as the Policy Sum Assured at the Policy commencement date):

- an HSBC Bank plc capital repayment mortgage; or
- an HSBC Bank plc re-mortgage on a capital repayment basis; or
- an HSBC Bank plc residential equity release mortgage on a capital repayment basis; or
- an HSBC Bank plc Commercial Mortgage on a capital repayment basis; or
- an HSBC Bank plc personal loan or graduate loan; or
- an HSBC Bank plc small business loan, flexible business loan or Enterprise Finance Guarantee Loan, providing the lending is on a capital repayment basis.

Under this benefit, the amount payable under Condition 1 towards the mortgage or loan 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

If the Life Insured is living in the UK, the Company will pay any 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 the 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, 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 shall be refunded in full, without interest, from the date the Claims Department receive written confirmation of either the Diagnosis or that the specified surgical procedure has taken place.

8. Contract variation

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

9. Alteration and cancellation

Alteration (Not applicable to a policy purchased for Business Protection purposes)

If requested in writing by the Policyholder 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 Policyholder.

Cancellation

If requested by the Policyholder the Company will cancel the Policy. The Policyholder will not be able to reinstate the Policy once it is cancelled.

10. Currency and place of payment

All benefits payable and Premiums due under the Policy will be 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.

11. 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 any excess Premium will be returned to the Policyholder.

12. 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.

13. 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 benefit in accordance with Condition 1; or
 - the lapse of the Policy following the non-payment of Premiums in accordance with Condition 12; 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.
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14. Reinstatement of a Lapsed Policy

If the Policy has lapsed due to non-payment of Premiums (as described in Condition 12) the Policyholder 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 Insured. Such evidence must be relevant and be considered satisfactory by the Company; and
- the right to request that the Life 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 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 together with the next Premium due.

15. Notification to the Policyholder

Any written notice that the Company gives to the Policyholder in relation to the Policy will be sent by pre-paid post to the last known address of the Policyholder notified to the Company. Any such notice will be deemed to be served two days after posting.

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

16. Change of personal details of the Policyholder and/or Life Insured

Address

The Policyholder and/or Life 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 the Policyholder and/or Life 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 the 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 Insured had been correctly stated.

17. Surrender value

The Policy has no cash in value at any time.

18. 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.

19. 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 in accordance with Condition 15.

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.

20. Unfair contract terms

If any Policy provision is considered and found to be wholly or partly unfair or ambiguous in accordance with The Consumer Rights Act 2015 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;
- written notification of such change shall be given to the Policyholder in accordance with Condition 15; and
- the rest of the Policy will not be affected unless the Endorsement specifically alters it.

21. 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.

Critical Illness Definitions

Aorta graft surgery – for disease

The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following is not covered:

- Any other surgical procedure, for example the insertion of stents or endovascular repair.

Bacterial meningitis

A definite diagnosis of bacterial meningitis by a Consultant Neurologist. There must be permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

- Viral meningitis.

Benign Brain Tumour – resulting in permanent symptoms or surgical removal

A non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in either surgical removal or permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Tumours in the pituitary gland.
- Angiomas and cholesteatoma.
- Tumours originating from bone tissue.

Benign spinal cord tumour

A non-malignant tumour in the spinal canal, involving the meninges or the spinal cord. This tumour must be interfering with the function of the spinal cord which results in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be made by a medical specialist and be supported by appropriate evidence.

For the above definition, the following are not covered:

- Cysts
- Granulomas
- Malformations in the arteries or veins of the spinal cord
- Haematomas
- Abscesses
- Disc protrusions
- Osteophytes.

Blindness – permanent and irreversible

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 6/60 or worse in the better eye using a Snellen eye chart.

Cancer – excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- all cancers which are histologically classified as any of the following:
 - pre-malignant;
 - non invasive;
 - cancer in situ;
 - having either borderline malignancy; or
 - having low malignant potential;
- all tumours of the prostate unless histologically classified as having a Gleason score of seven or above or having progressed to at least clinical TNM classification T2bN0M0;
- chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A;
- any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin) unless the skin cancer has been confirmed as malignant and has spread to the lymph nodes or distant organs.

Cardiac arrest – resulting in surgically implanted cardiac defibrillator

A definite diagnosis of cardiac arrest by a Consultant Cardiologist. There must be sudden loss of heart function with interruption of blood circulation around the body, resulting in unconsciousness and either of the following devices being surgically implanted:

- Implantable cardioverter-defibrillator (ICD)
- Cardiac resynchronisation therapy with defibrillator (CRT-D)

For the above definition, the following are not covered:

- Insertion of a pacemaker
- Insertion of a defibrillator without cardiac arrest
- Cardiac arrest secondary to drug or alcohol abuse. This means inappropriate use of alcohol or drugs, including but not limited to the following:
 - Consuming too much alcohol
 - Taking an overdose of drugs, whether lawfully prescribed or otherwise
 - Taking Controlled Drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.

Coma – with associated permanent symptoms

A state of unconsciousness with no reaction to external stimuli or internal needs, which:

- Requires the use of life support systems, and
- Results in permanent neurological deficit with persisting clinical symptoms.

For the above definition the following is not covered:

- Medically induced coma
- Coma secondary to alcohol or drug abuse. This means inappropriate use of alcohol or drugs, including but not limited to the following:
 - Consuming too much alcohol
 - Taking an overdose of drugs, whether lawfully prescribed or otherwise
 - Taking Controlled Drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.

Coronary Artery By-Pass Grafts

The undergoing of surgery on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

For the above definition, the following are not covered:

- balloon angioplasty, atherectomy, insertion of stents and laser treatment or any other procedure.

Creutzfeldt-Jakob disease (CJD)

An unequivocal diagnosis of Creutzfeldt-Jakob disease made by a consultant neurologist.

Dementia including Alzheimer's disease – resulting in permanent symptoms

A definite diagnosis of dementia (including Alzheimer's disease) due to progressive degenerative brain disease by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be clinical loss of the ability to do at least one of the following:

- Remember
- Reason
- Perceive, understand, express and give effect to ideas.

The following isn't covered:

- Non-organic psychiatric illnesses .

Encephalitis

A definite diagnosis of encephalitis by a Consultant Neurologist resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- An abnormality seen on brain or other scans without definite related clinical symptoms
- Neurological signs occurring without symptomatic abnormality e.g. brisk reflexes without other symptoms
- Chronic Fatigue Syndrome (CFS)
- Myalgic Encephalomyelitis (ME).

Heart Attack (Acute Myocardial Infarction)

Myocardial Infarction is death of heart muscle due to inadequate blood supply. There must be a definite diagnosis of an Acute Myocardial Infarction by an attending UK consultant cardiologist as defined by either the current recognised "International Standard" or any future versions. The diagnosis of Acute Myocardial Infarction must be supported by relevant medical reports, tests and investigations.

For the above definition, the following are not covered: Other acute coronary syndromes including but not limited to unstable angina.

("International Standard" is as defined by the European Society of Cardiology or any future adaptation of this Society. If the European Society of Cardiology ceases to exist then the latest version produced by this Society will be utilised to determine the validity of claims).

Heart Valve Replacement or Repair

The undergoing of surgery on the advice of a consultant cardiologist to replace or repair one or more heart valves.

Intensive care requiring medical ventilation for 10 consecutive days

Any sickness or injury resulting in the insured person requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours a day) or more in an intensive care unit in a UK hospital.

For the above definition, the following is not covered:

- Sickness or injury as a result of drug or alcohol intake or other self-inflicted means.

Kidney Failure – requiring dialysis

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.

Loss of a hand or foot – permanent physical severance

Permanent physical severance of either a hand or a foot at or above the wrist or ankle joint.

Loss of speech – total, permanent and irreversible

Total, permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

Major Organ Transplant – from another donor

The undergoing as a recipient of a transplant of bone marrow or a complete heart, kidney, pancreas, whole or part (lobe) of a liver, lung(s), or inclusion on an official waiting list for such a procedure.

Motor Neurone Disease – resulting in permanent symptoms

A definite diagnosis of one of the following Motor Neurone Diseases by a consultant neurologist:

- Amyotrophic lateral sclerosis (ALS)
- Primary lateral sclerosis (PLS)
- Progressive bulbar palsy (PBP)
- Progressive muscular atrophy (PMA)

There must be permanent clinical impairment of motor function.

Multiple Sclerosis – with persisting symptoms

A definite Diagnosis of Multiple Sclerosis by a consultant neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least three months.

Multiple system atrophy

The definite diagnosis of multiple system atrophy confirmed by a Consultant Neurologist. There must be permanent clinical impairment of any one of:

- motor function with associated rigidity of movement
- the ability to coordinate muscle movement
- bladder control and postural hypotension.

Neuromyelitis optica (Devic's disease) - with persistent clinical symptoms

A definite diagnosis of Devic's disease by a consultant neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 3 months.

Open heart surgery – with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist, to correct any structural abnormality of the heart.

Paralysis of a limb – total and irreversible

Total and irreversible loss of muscle function to the whole of a limb.

Parkinson's Disease – resulting in permanent symptoms

A definite diagnosis of Parkinson's disease or other Parkinsonian Syndromes by a consultant neurologist. There must be permanent clinical impairment of motor function with associated tremor, muscle rigidity and postural instability.

Primary pulmonary hypertension – of specified severity

Primary pulmonary hypertension with permanent clinical impairment of heart function, resulting in marked limitation of physical activities to at least Class 3 of the New York Heart Association classification of functional capacity.

Progressive supranuclear palsy

A definite diagnosis of progressive supranuclear palsy by a Consultant Neurologist. There must be permanent clinical impairment of eye movements and motor function.

Pulmonary artery surgery

The undergoing of surgery requiring median sternomy, on the advice of a Consultant Cardiologist, for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

Removal of an eyeball

Permanent surgical removal of an eyeball as a result of injury or disease.

For the above definition, the following is not covered:

- Self-inflicted injuries.

Spinal stroke – resulting in permanent symptoms

Death of spinal cord tissue due to inadequate blood supply or haemorrhage within the spinal column resulting in permanent neurological deficit with persisting clinical symptoms.

Stroke – resulting in permanent symptoms

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

- Transient ischaemic attack

Terminal Illness

A definite Diagnosis 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.

Third-degree burns – covering 20% of the body's surface area

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue, and covering at least 20% of the body's surface area.

For the above definition, the following is not covered:

- Intention self-inflicted injuries.

Traumatic Brain injury – resulting in permanent symptoms

Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.

Glossary of terms used within Critical Illness definitions**Permanent**

Expected to last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.

Permanent neurological deficit with persisting clinical symptoms

Dysfunction in the nervous system that is present on clinical examination and expected to last throughout the insured person's life.

To include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

The following are not covered:

- An abnormality seen on brain or other scans without definite related clinical symptoms
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms
- Symptoms of psychological or psychiatric origin.

Traumatic injury

Injury that arises solely and directly from bodily injury caused by external, violent, visible and accidental means, totally independent of any physical and mental illness.

General Definitions

Business Protection

Means a Policy applied for to provide business loan cover.

Child

Any child of the Life Insured, including natural, step and legally adopted children. The child must be aged between 30 days and 18 years old, or 21 years old if the child is in full time education.

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

Diagnosis

Means an unequivocal confirmation of a specified critical illness or one of the specified surgical procedures 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
- who is acceptable to our Chief Medical Officer; and
- who 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 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 Insured

Is the person shown as Life 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.

Permitted Areas

Means any EU member country plus the following: Andorra, Australia, Canada, Channel Islands, Gibraltar, Hong Kong, Iceland, Isle of Man, Japan, Liechtenstein, Monaco, New Zealand, Norway, San Marino, Saudi Arabia, South Africa, Switzerland, Turkey, United States of America.

Personal Protection

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

Policy

Means HSBC Critical Illness Cover for Personal Protection (including TraumaChoice under LifeChoices) or HSBC Critical Illness Cover for Business Protection (including Critical Illness Cover under Business Protection Plan), as applicable.

Policyholder

Means the person (or persons) shown as the Policyholder 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; or
- the legal assignee of the Policyholder 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. In order to establish the sum insured that will apply in any subsequent month of each policy year the policyholder should contact HSBC Life (UK) limited.

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.

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

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

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

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.

hsbc.co.uk

Issued by HSBC Life (UK) Limited

Customer Information: PO Box 6176, Coventry CV3 9HN

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