

HSBC Critical Illness Cover

Policy Summary and Policy Document

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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 ("Policy") 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 which also contains defined terms used in this Policy Summary. Please ensure you keep this booklet safe for future reference.

The product provider is HSBC Life (UK) Limited.

What is HSBC Critical Illness Cover?

The Policy 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.

Who can apply for cover?

You can apply if you are aged between 17 and 69 and are resident within the UK (this does not include the Channel Islands and Isle of Man). Subject to underwriting and policy limits, you decide how much benefit you would like to apply for.

If a claim is made and the benefit is paid out, the Policy ends automatically and no more Premiums will be payable.

How long can the Policy run for?

You can choose the number of years the Policy runs for. The only limitations are that you must take out a Policy that has a minimum 5 year term and the Policy must end no later than your 75th birthday.

You must pay premiums on a monthly basis 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 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 it remains adequate for your needs.

The Policy has no cash in value at any time.

What type of cover can I apply for?

There are two types of cover available:

- ◆ **Level cover** which provides a fixed benefit amount throughout the term of the Policy; and
- ◆ **Decreasing cover** which provides a decreasing amount of benefit and is designed to reduce in line with an outstanding mortgage or loan

What does the Policy cover?

The Policy provides the following cover:

- ◆ **Critical Illness Benefit** – a lump sum payment on diagnosis of a specified Critical Illness or surgical procedure
- ◆ **Children's Critical Illness Benefit** – a lump sum payment of up to £25,000, if any of your children (including natural, step and legally adopted), are diagnosed with one of the specified Critical Illnesses or undergo a specified surgical procedure

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

- ◆ Aorta graft surgery – for disease
- ◆ Bacterial meningitis – resulting in permanent symptoms
- ◆ Benign Brain Tumour – resulting in permanent symptoms or surgical removal
- ◆ Benign spinal cord tumour – resulting in permanent symptoms
- ◆ Blindness – permanent and irreversible
- ◆ Cancer – excluding less advanced cases
- ◆ Cardiac arrest – resulting in surgically implanted cardiac defibrillator
- ◆ Coma – with associated permanent symptoms
- ◆ Coronary Artery By-Pass Grafts
- ◆ Creutzfeldt-Jakob disease (CJD)
- ◆ Dementia including Alzheimer's disease - resulting in permanent symptoms
- ◆ Encephalitis – resulting in permanent symptoms
- ◆ Heart Attack (Acute Myocardial Infarction)
- ◆ 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 – of specified severity
- ◆ 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 – of specified severity
- ◆ Pulmonary artery surgery – with surgery to divide the breastbone
- ◆ 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. Full details of these benefits are set out in the Policy Document section of this booklet.

What does the Policy not cover?

There are some limitations and exclusions that you should be aware of in respect of the Policy. These are fully detailed in Conditions 4 and 5 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).
- ◆ You do not take reasonable care to provide accurate and full information in response to the questions we ask when you take out the Policy which amounts to a deliberate, dishonest or reckless misrepresentation. You should not assume that we will write to your doctor. It is your responsibility to complete the application form properly.
- ◆ In respect of the following areas that we have asked you about in your application form, you do not tell us about any changes that happen to you between the completion of the application form and when the policy starts in relation to:
 - health
 - family history
 - lifestyle (including smoking habits)
 - occupation and pastimes

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).

What else does the Policy cover?

Mortgage/Loan Protection – If Decreasing Cover is taken to protect defined HSBC UK Bank plc/first direct mortgages or loans (set out in Condition 6 of the Policy Conditions), as long as the outstanding capital balance and remaining term matches the Sum Insured and term at the start of the Policy, then the Policy will provide some additional protection. Provided you have paid all mortgage or loan payments that are due at the point a claim is made, the lump sum paid out under the Policy will be at least equal to your outstanding mortgage or loan even if this exceeds the current sum insured.

How do I make a claim?

You, the executor or appointed administrator of your estate, or the appointed trustees can claim by calling us on: **0345 745 6125**

or by writing to:

**Customer Services Centre
BX8 7HB**

(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.)

Can I change my mind?

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.

The Policy has no cash in value at any time.

You may cancel the Policy by calling us on **0345 745 6125**

or by writing to:

**Customer Services Centre
BX8 7HB**

(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.)

How do I complain?

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

**Customer Service Centre
BX8 7HB**

or by calling us on **0345 745 6125**. A written copy of our complaints procedure is available on request.

(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.)

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.

The Financial Ombudsman can be contacted by calling **0800 023 4567** or **0300 123 9123**, or by using the online form available on the website **www.financial-ombudsman.org.uk** or in writing to:

The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Please refer to the website for opening hours.

Compensation

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

If we are unable to meet our 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**, by calling **0800 678 1100** or **0207 741 4100** or writing to:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Opening hours are set out on the FSCS website.

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

Important information about your Policy

Tax

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.

For single policies – benefits paid out after your death may be liable to inheritance tax. It may be possible to mitigate your liability to inheritance tax by using an appropriate trust. We suggest that you discuss this with your adviser or seek independent legal advice.

For joint policies – 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. We do not currently have a trust suitable for joint policies and we recommend you seek independent financial and legal advice

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 or 0300 500 8082. Please refer to the FCA website for opening hours.

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. The main business of HSBC Life (UK) Limited is writing life policies.

The language used in the Policy Summary and Policy Document is English.

As part of our reporting requirements, we publish an annual Solvency and Financial Condition Report (SFCR). This tells you about our business and its performance. It also outlines our system of governance, risk profile, valuation for solvency purposes and capital management. You can find a copy of our current SFCR by visiting our group website www.hsbc.com and searching for "SFCR", or you can request a copy by calling us on 0345 745 6125

Registered Office

HSBC Life (UK) Limited

8 Canada Square

London E14 5HQ

Registered in England (United Kingdom) number 88695

A guide to Critical Illness Cover

The ABI (Association of British Insurers) give general information about critical illness cover in their booklet 'Critical Illness Cover – What you need to know'. You can ask us for a copy by calling us on 0345 745 6125 or you can get a copy at www.abi.org.uk or by writing to:

Association of British Insurers
One America Square
17 Crosswall
London EC3N 2LB

Please note – this document complies with the ABI Guide to Minimum Standards for Critical Illness Cover

Your Information

Our Privacy Notice explains how we collect, use, disclose, transfer and store your information and sets out your rights in relation to your information. A copy of our Privacy Notice is available separately and we will inform you when we make any changes to it. You can find a copy at www.hsbc.co.uk/privacy-notice or you can ask for a copy in branch or by calling 03457 404 404

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 on pages 21 and 31. These words have specific technical meanings and explanations for the Policy. They affect what is covered by and what is excluded from the Policy and are capitalised in this Policy Document.

Premiums

Premiums are payable on a monthly basis 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:

- ◆ The Policy Summary;
- ◆ This Policy Document;
- ◆ Policy Schedule(s);
- ◆ Any amendments, endorsements or specially agreed terms relating to the Policy; and
- ◆ The HSBC privacy 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

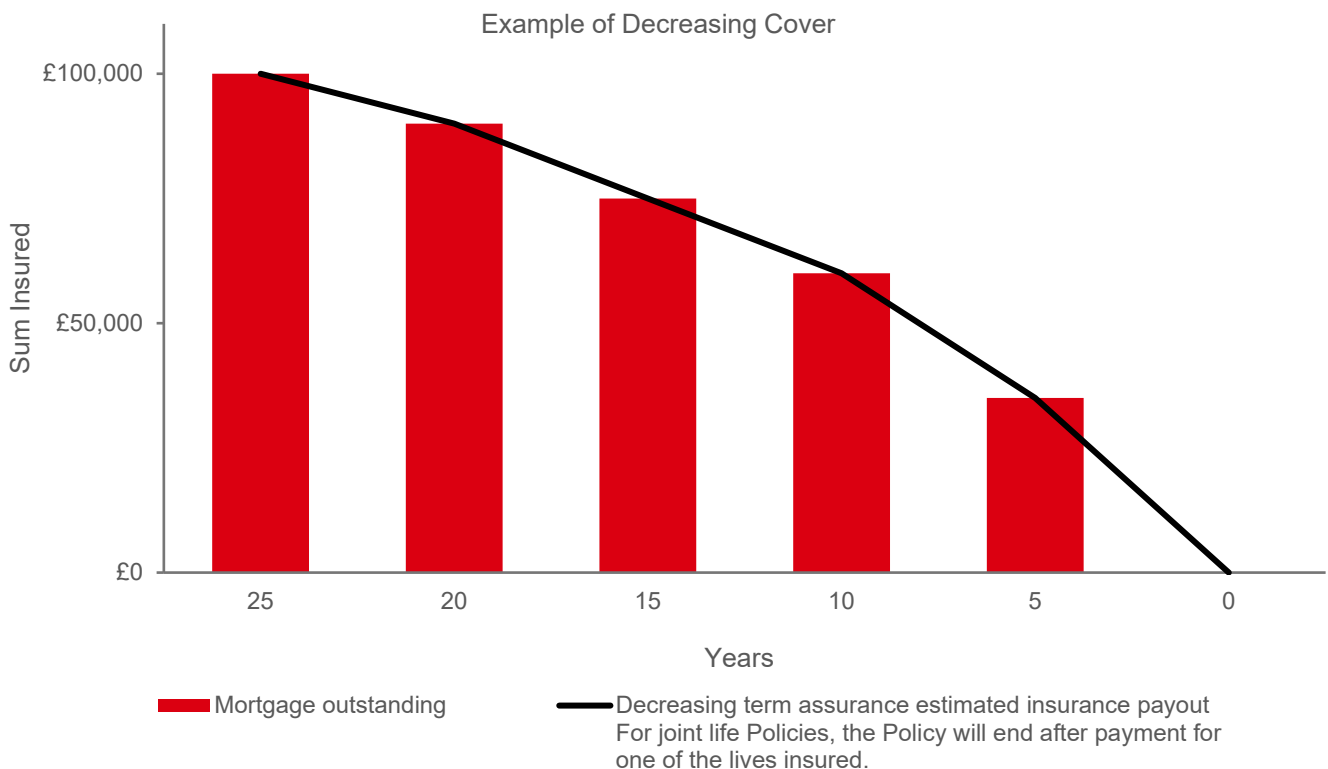
1. Critical illness cover (Life insured)

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 or more of the specified critical illnesses detailed in the Critical Illness Definitions section or has undergone one of the specified surgical procedures detailed in the Critical Illness Definitions 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.

The benefit will be equal to the Sum Insured. For Level Cover the Sum Insured will be the same throughout the Policy term. This type of cover does not take into account any changes in inflation and so where the cover has been taken out to provide lifestyle protection the benefit paid may not meet the same lifestyle costs as it did at the start of the Policy.

For Decreasing Cover, the Sum Insured will decrease monthly, as illustrated in the example graph below. This cover is designed to reduce on a monthly basis in line with an outstanding repayment mortgage or loan with an interest rate of 7%. This means that should Your mortgage interest rate rise, or You decrease Your mortgage payments, the benefit paid at point of claim may not be enough to cover the outstanding mortgage or loan. If the mortgage or loan is with HSBC UK Bank plc/first direct, then the outstanding balance will be covered in the event of a change in the interest rate (See Condition 6).

In order to establish the Sum Insured that will apply in every subsequent month of each Policy year You should contact the Customer Services Centre.



You can apply if you are aged between 17 and 69 and are resident within the UK (this does not include the Channel Islands and Isle of Man). The only limitations are that You must take out a Policy that runs for at least five years and the Policy must end no later than Your 75th birthday.

On payment of the benefit the Policy will automatically terminate.

2. Children's Critical Illness

Any Child may be covered. Subject to Conditions 3 and 5 below, the benefit will become payable if after the start date of the Policy, the Child suffers from a specified critical illnesses detailed in the Critical Illness Definitions section or undergoes a specified surgical procedure detailed in the Critical Illness Definitions section. 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 at least 10 days after his or her date of Diagnosis, or specified surgical procedure
- ◆ The date of Diagnosis of the Child, or specified surgical procedure 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 specified surgical procedure 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 14
- ◆ 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 Us shall arise in respect of the Child. 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 one of the individual policies. Any benefit payable will be divided proportionately between each of the policies in proportion to the Sum Insured for each Policy as it corresponds to the total Sum Insured over all the Policies.

3. Notification of a claim and requirements for payment of 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 We reasonably require 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 Us;
- ◆ the Life Insured attending any examination required by Us or by any medical practitioner appointed by Us; 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 We may, at Our discretion, reject the claim as invalid, and no benefit will be payable. This could arise because We 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. We will at all times act in a fair and reasonable way when exercising Our discretion.

In addition, formal identification may be required to verify the identity of the payee and the right to receive the payment.

4. Exclusions for Critical Illness Cover

The following exclusions will apply to the payment of the benefit (Life Insured):

- ◆ 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

5. Exclusions for Children's Critical Illness Benefit

The following exclusions apply to Children's Critical Illness benefit:

- ◆ 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 already had (whether there were any symptoms or not):
 - at birth; or
 - before the Policy start date, or any date of reinstatement of the Policy; or
 - before the date of the Child's legal adoption.
- ◆ 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

6. Mortgage/Loan Protection

This applies where Decreasing Cover has been taken and is used to protect one of the following (and the outstanding capital balance and remaining term matches the Sum Insured and the term at the Policy commencement date):

- ◆ an HSBC UK Bank plc/first direct residential capital repayment mortgage; or
- ◆ an HSBC UK Bank plc/first direct residential remortgage on a capital repayment basis; or
- ◆ an HSBC UK Bank plc residential equity release mortgage on a capital repayment basis; or
- ◆ an HSBC UK Bank plc/first direct personal loan or graduate loan;

then upon payment of the Critical Illness benefit the amount payable will be the greater of:

- ◆ the Sum Insured; or
- ◆ the relevant mortgage or loan account which must be one of those listed in this Condition 6.

The Policy does not have to commence at the same time as the mortgage, but if the Policy commences after the mortgage the term and Sum Insured should at least match the remaining term and outstanding balance of the mortgage or loan product listed in this Condition 6.

7. Fees and costs for a claim

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

8. Premium payment when claiming

If a claim is made, payment of Premiums must continue until the claim is accepted by Us as a valid claim. Once We have 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.

9. Changes We can make

We may make changes at any time in a fair, proportionate and reasonable manner to:

- ◆ the terms and conditions of the Policy; or
- ◆ any Premiums or benefits under the Policy,

To take account of:

- ◆ any relevant ombudsman decision; or
- ◆ any actual or proposed changes in taxation, legislation, guidance, legal precedents, regulations, or the manner in which such legislation or regulations are interpreted or construed,

We may make changes at any time in a fair, proportionate and reasonable manner to the Policy terms and conditions to take account of changes in technology or other systems. We may also make changes at any time in a fair, proportionate and reasonable manner for any other valid reason.

If We make any changes to the terms and conditions of the Policy and/or the Premiums or benefits under the Policy, We will give You at least 30 days' prior notice in writing or, where the change is required sooner, We will notify You in writing as soon as reasonably practical. In either case, We will notify You in accordance with Condition 18.

If We give You notice as set out above and You do not want to accept a change, You are free to cancel the Policy in accordance with Condition 10. We will not refund any Premiums You have paid. The Life Insured will not be able to reinstate the Policy once it is cancelled.

Any changes We make will always be subject to Condition 27.

Where We or You make any changes to the Policy We will issue an Endorsement to You as evidence of the change(s) to Your Policy.

10. Alteration and Cancellation by You

Alteration

If requested in writing by You We may, but are 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 You.

This does not affect Your cancellation rights under this Condition 10 or Condition 14 but premiums will not be refunded unless specified in this Condition 10.

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.

If requested by the Life Insured, We will cancel the Policy with immediate effect. The Life Insured will not be able to reinstate the Policy once it is cancelled.

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:

**Customer Services Centre
BX8 7HB**

11. 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 to Us by Direct Debit.

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 We have received the total amount of the Premium at the Customer Services Centre. All Premiums are non-refundable unless We collect an amount in error and where this occurs any excess Premium will be returned to You.

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 Us and You 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 13 or
- ◆ the Expiry Date as shown in the Policy Schedule is reached; or
- ◆ We take action to comply with Our Financial Crime obligations under Condition 26 and are unable to provide all or part of the Services to You and are unable to continue Our entire relationship with you; or
- ◆ You cancel the Policy.

15. Information You have given Us

In deciding to accept this Policy and in setting the terms and Premium, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat this Policy as if it never existed and decline all claims.

If We establish that You carelessly provided Us with false or misleading information it could adversely affect Your Policy and any claim. For example, We may:

- ◆ treat this Policy as if it had never existed and refuse to pay all claims and return the Premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered;
- ◆ amend the terms of Your insurance and treat the Policy as if it had been entered into on those different terms; or
- ◆ reduce the amount We pay on a claim in the proportion the Premium You have paid bears to the Premium We would have charged You.

We will write to You if We:

- ◆ intend to treat Your Policy as if it never existed; or
- ◆ need to amend the terms of Your Policy.

If You become aware that information You have given Us is inaccurate, You must inform Us as soon as practicable.

16. Fraudulent claims

If You make a fraudulent claim under this Policy, We:

- (a) are not liable to pay the claim; and
- (b) may recover from You any sums paid by Us to You in respect of the claim; and
- (c) may by notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- (a) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) We need not return any of the Premiums paid.

17. Reinstatement of a Lapsed Policy

If the Policy has lapsed due to non-payment of Premiums (as described in Condition 13) You 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. We may, but are under no obligation to, reinstate the Policy subject to:

- ◆ sufficient evidence being provided to Us to substantiate the continuing good health of the Life Insured. Such evidence must be relevant and be considered satisfactory by Us; 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 Us.

If We agree 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.

18. Notification to You

Any written notice that We give to You in relation to the Policy will be sent by pre-paid post to the last known address You notified to Us or by email to the last known email address You notified to Us.

Any such notice if sent by pre-paid post will be deemed to be served two days after posting or if sent by email shall be deemed served once sent. It is therefore important that You keep Your details with Us up to date.

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

19. Change of personal details of You and/or Life Insured

Address

You and/or Life Insured should as soon as practicable, tell Us 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, We will need to see evidence of the date of birth and evidence of any changes of name for You 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 We may, but are 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.

20. Surrender value

The Policy has no cash in value at any time.

21. Law and jurisdiction

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both You and We may choose the law which applies to this contract, to the extent permitted by those laws. Unless You and We agree otherwise, We have agreed with You that the law which applies to this contract is the law which applies to the part of the United Kingdom in which You live.

We and You have agreed that any legal proceedings between You and Us in connection with this contract will only take place in the courts of the part of the United Kingdom in which You live.

22. Policy Servicing

This Policy is intended for sale only in the UK. If You, or anyone else with authority over or otherwise connected to this Policy (such as the life insured or the beneficiary) is, temporarily or permanently:

- i. outside of the UK; or
- ii. otherwise subject to the laws of any other place,

such that We reasonably believe that by complying with a particular term or condition of this Policy We would breach any laws of the UK or such other place, then We are entitled not to comply with such term or condition for any period of time We deem necessary, which might include declining to service Your requests related to this Policy. We will not be liable for any losses, damages, claims, liabilities or costs You or any other relevant person may suffer from Our exercise of Our rights under this Condition even if this Policy terminates for any reason.

23. 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 or Your Policy, 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:

**Customer Services Centre
BX8 7HB**

or by calling on **0345 745 6125**.

A written copy of Our complaints procedure is available on request.

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.

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. The Financial Ombudsman can be contacted by calling **0800 023 4567** or **0300 123 9123**, by using the online form available on their website or in writing to:

**The Financial Ombudsman Service,
Exchange Tower, 1 Harbour Exchange Square,
London E14 9SR.**

Website **www.financial-ombudsman.org.uk**

Please refer to the website for opening hours.

24. Compensation

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

If We are unable to meet Our 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 www.FSCS.org.uk, by calling **0800 678 1100** or **0207 741 4100** (if outside the UK) or writing to:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Opening hours are set out on the FSCS website. Please note only compensation related queries should be directed to the FSCS.

25. Tax Compliance

It is up to You to meet Your tax responsibilities in the UK and any other countries where this arises. This relates to the opening and use of accounts and services provided by members of the HSBC Group. Some countries' tax laws may apply to You even if You don't live there or aren't a citizen of that country. Connected Persons are responsible for their own tax obligations. As You are responsible for Your own tax obligations (and Connected Persons, for theirs), no HSBC Group member is responsible for this nor provides tax advice. It is Your choice whether You seek independent legal and tax advice.

26. Actions We may take in order to prevent Financial Crime

We and other members of the HSBC Group are required to, and may undertake Financial Crime Risk Management Activity.

Exceptionally, Our Financial Crime Risk Management Activity may lead to Us:

- a. delaying or refusing to either process a payment or Your instructions;
- b. being unable to provide all or part of the Services to You and ending Our entire relationship with You;
- c. taking necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or
- d. blocking or closing Your account(s) or products(s) (although not any of Your mortgage account(s)).

To the extent permissible by law, no 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.

27. Unfair contract terms

If any Policy provision is considered by Us or any regulator or ombudsman to be wholly or partly unfair or ambiguous in accordance with The Consumer Rights Act 2015 We 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 disadvantage You; and
- ◆ written notification of such change shall be given to You in accordance with Condition 18; and
- ◆ We will give You at least 30 days' prior notice in writing or, where the change is required sooner, We will notify You in writing as soon as reasonably practical; and
- ◆ the rest of the Policy will not be affected unless the Endorsement specifically alters it

28. Your responsibilities

If We make a reasonable request for information, You must give it to Us as soon as possible. If You don't give it to Us, or if We suspect fraudulent or criminal activity of any kind:

- ◆ You might not be able to maintain some or all of Your products and/or Services with Us anymore;
- ◆ We might try to get it from another source, ourselves.

It's up to You to make sure the information You give Us is accurate and up to date, and You must tell Us if anything changes as soon as reasonably practicable.

For an overview on how We'll collect and use Your information see "An overview of how We collect and use Your information" at the end of this Policy. For further information, see Our Privacy Notice, which can be found at <https://www.hsbc.co.uk/privacy-notice/>. We'll give it to others if We're compelled to do so by law, We've a

public duty to disclose it, We need to disclose to protect Our own interests (for example in any legal proceedings) or if We have Your specific agreement. For example, if We believe You may have tax obligations in other countries, We may have to disclose information about You directly to HM Revenue & Customs (HMRC) or other local Tax Authorities.

29. 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

The next sections provide definitions for the words used in this Policy Document. The first section lists the Critical Illnesses covered under the Policy and any exclusions. The second section provides the definition for any words and phrases shown capitalized in the Critical Illness Definitions. The third section, General Definitions, provides definitions for any defined terms which are capitalised throughout this Policy Document.

Critical Illness Definitions

Aorta graft surgery – for disease

The undergoing of surgery for disease to the 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 – resulting in permanent symptoms

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 – resulting in permanent symptoms

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
- ◆ laser treatment
- ◆ 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 – resulting in permanent symptoms

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 eg 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.

For the above definition, the following is not covered:

- ◆ Transplant of any other organs, parts of organs, tissues or cells.

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 – of specified severity

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 – of specified severity

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 – with surgery to divide the breastbone

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 12 months

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:

- ◆ Intentionally 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

6/60

6/60 means the person whose eyesight is being assessed can see an object up to six feet away that a person with perfect eyesight could see if it were 60 feet away.

Acute

Intense and/or sudden in onset.

Angina

The often severe chest pain or discomfort that is a symptom of coronary artery disease.

Angioma

A benign tumour of blood vessels.

Aorta

The main artery of the body, arising from the heart and supplying oxygenated blood to the body.

Benign

Not malignant, so non-cancerous.

Binet Stage

A system of grading chronic lymphocytic leukaemia (CLL). Binet Staging classifies CLL into three stages ("A" to "C") according to the number of areas where lymphoid tissues are involved (the four possible areas being the spleen and the lymph nodes of the neck, groin, and underarms), as well as the presence of anaemia (low red blood cell count) or thrombocytopenia (low number of blood platelets).

Borderline malignancy

Potentially malignant cells that have not invaded the adjacent tissue.

Cancer in-situ

The presence of malignant/cancerous cells at a stage of development such that they have not spread into surrounding healthy tissue.

In medical terminology, this means that the cancer cells are confined to the epithelium (the tissue that lines the internal and external surfaces of the body) of origin and have not yet invaded the adjacent tissue.

For malignant melanomas of the skin, this means that cancer cells are confined to the epidermis (the outermost layer of skin) and may be categorised as Clark's level 1.

Chronic

Of long duration.

Clinical impairment

The clinical symptoms associated with the condition that can be detected through examination.

Clinical TNM classification

An internationally recognised standardised method of staging cancers. Broadly, the three parts of the system relate to:

T – Tumour – a scale of 0 to 4 is used to record details about the primary tumour.

T0 means there is no evidence of a primary tumour, T1 to T4 shows the size and extent of spread of the primary tumour. 'Tis' may be used for cancer in situ.

N – Nodes – a scale of 0 to 3 is used to record the extent of spread to the regional lymph nodes. N0 means the lymph nodes are not involved, N1 - N3 shows the extent of the involvement.

M – Metastases – either M0 or M1, the latter indicating metastases (more distant spread of the cancer).

Cyst

A cavity or sac enclosed by a membrane, often containing liquid or semi-solid material.

Dementia

A symptom of degenerative brain disease or disorder characterised by impairment of intellectual faculties, such as memory, concentration and judgement.

Dialysis

The artificial means of removing toxic substances (impurities and wastes) from the blood when the kidneys are unable to do so.

External stimuli

Outside sensory events that would normally produce a response eg sight, hearing, touch, taste or smell.

Gleason score

A system of grading prostate cancer. The Gleason grading system assigns a grade to each of the two largest areas of cancer in the tissue samples. Grades range from 1 to 5, with 1 being the least aggressive and 5 the most aggressive. The two grades are then added together to produce a Gleason score.

A score from 2 to 6 is considered low grade; 7, intermediate grade; and 8 to 10, high grade. For more information please visit www.prostate-cancer.org.uk.

Graft

Any organ or tissue implanted to repair or replace a diseased or damaged organ or body tissue.

Haemorrhage

Bleeding from a ruptured blood vessel.

Histological confirmation

In relation to cancer, means confirmation of the Diagnosis based on examination of sections of tissue under a microscope. It does not include Diagnosis based on finding tumour cells and/or tumour-associated molecules in blood, saliva or any other bodily fluid in the absence of further clinically verifiable evidence.

Internal needs

Needs of the body to survive ie food, drink, using the toilet etc

Invasion

In relation to cancer means the occurrence of malignant/cancerous cells that have spread beyond the layer of tissue in which it developed and is growing into surrounding, healthy tissues made up of different cells (that is, more extensive than cancer in-situ).

Irreversible

Cannot be cured by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of the claim.

Low malignant potential

Potentially malignant cells that have not invaded the adjacent tissue.

Malignant tumour

A tumour that invades the tissue in which it originates and can spread to other parts of the body.

Meninges

Membranes that cover and protect the brain and spinal cord.

Non-invasive

In relation to cancer is the occurrence of malignant/cancerous cells that have not spread beyond the layer of tissue in which they developed.

Paralysis

The loss of power of movement of a part of the body.

Permanent

Expected to last throughout the insured person's life, irrespective of when the cover ends or the insured person expects to retire.

Permanent neurological deficit with persisting clinical symptoms

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the insured person's life.

Symptoms that are covered 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, eg brisk reflexes without other symptoms
- ◆ Symptoms of psychological or psychiatric origin

Pituitary gland

A small pea-sized organ connected by a stalk to the middle of the underside of the brain behind the nasal cavity.

Pre-malignant

Cells which may develop into a malignant tumour but have not yet done so.

Snellen eye chart

A chart showing letters in rows of decreasing size that opticians use to measure visual ability.

Stent

A tubular structure placed within a blood vessel or organ, used to provide support during or after surgical procedures.

Transient ischaemic attack

Temporary disruption of the blood circulation to part of the brain. The symptoms may initially be similar to those of a stroke but patients recover within 24 hours.

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.

Tremor

Involuntary, rhythmic movement of part of the body, most commonly the hands and arms, often the head and voice, and rarely the legs.

Unconsciousness

The lack of normal sensory awareness caused by temporary or permanent damage to brain function.

Visual aids

Anything which helps improve vision, for example contact lenses or a pair of glasses.

General Definitions

Authorities

Includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

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

Customer Service Centre, BX8 7HB
or by telephone on **0345 745 6125**.

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 any 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 any guarantor or any other persons or entities with whom You have a relationship that is relevant to Your relationship with the HSBC Group. A Connected Person may include any guarantor or owner of a legal estate in land over which We are to take security, provider or recipient of a payment or any other persons or entities with whom You have a relationship that is relevant to Your relationship with the HSBC Group.

Customer Information

Means Your Personal Data, confidential information, and/or Tax Information or that of a Connected Person.

Customer Services Centre

Means

Customer Service Centre, BX8 7HB
or by telephone on **0345 745 6125**.

Decreasing Cover

Where the amount of benefit is designed to reduce in line with an outstanding mortgage or loan with a 7% interest rate.

Diagnosis

Means an unequivocal confirmation of a specified critical illness or one of the specified surgical procedures as defined in this Policy Document and contained in a dated letter to Us. All diagnoses and medical opinions must be given by a registered medical practitioner

- ◆ whose professional status is recognised by Us; 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 Us to You 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.

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 break any Laws relating to these matters.

Financial Crime Risk Management Activity

Means any action to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime. This may include (a) screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by You or on Your behalf, (b) investigating the source of or intended recipient of money, (c) combining Customer Information with other related information in the possession of the HSBC Group and/or (d) making further enquiries as to the status of a relevant person or entity (whether they are subject to a sanctions regime or confirming their identity or status).

Grace Period

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

HSBC Group and any member of the HSBC Group

Means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities, and any of their branches or offices, and includes HSBC Life (UK) Limited and HSBC UK Bank plc.

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 any other member of the HSBC Group.

Level Cover

A fixed level of benefit throughout the term of the Policy.

Life Insured

Is the person shown as Life Insured in the Policy Schedule relating to whom payment of the Sum Insured depends.

Mortgage/Loan Amount

Means (in relation to an HSBC UK Bank plc/first direct 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); less
- ◆ the sum of any repayment instalments (as specified in the terms and conditions of the mortgage or loan agreement) that have fallen due and have not been paid, together with any interest accrued.

Permitted Areas

Means any EU member country plus the following countries and territories: 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 Kingdom and United States of America.

Personal Data

Means any information relating to an individual from which they can be identified or be identifiable when combined with other information.

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.

Policy Conditions

The conditions set out from page 11 of this booklet in the Policy Document section.

Policy Schedule

Means the schedule to the Policy (issued as 'the Policy Schedule') or any replacement schedule issued by Us 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.

Services

Means (a) the opening, administration and closing of Your Policy (via Claim or termination), (b) providing You with credit facilities and other banking products and services (including insurance), processing applications, credit and eligibility assessment, and (c) maintaining Our overall relationship with You, including marketing services or products to You, market research, insurance, audit and administrative purposes.

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 You should contact Our Customer Services Centre.

Tax Authorities

Means UK or foreign tax, revenue or monetary authorities (for example, HMRC).

Tax Information

Means documentation or information about a person's tax status, including Yours.

UK

Means England, Wales, Scotland and Northern Ireland (this does not include the Channel Islands and the Isle of Man).

We, Us, Our

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

You, Your

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 but could, if appropriate, mean:

- ◆ Your executor/administrator; or
- ◆ Your legal assignee 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.

An overview of how we collect and use your information

This is an overview of:

- ◆ the types of information we collect about you
- ◆ how we collect and use it
- ◆ who we might share it with
- ◆ the steps we'll take to make sure it stays private and secure
- ◆ your rights to your information

More information

For more details about anything covered in this overview, please see our full Privacy Notice. You can view or download a copy by visiting www.hsbc.co.uk/privacy-notice or if you prefer paper, give us a call on **03457 404 404** and we'll send you one in the post.

To contact our Data Protection Officer, contact us at Customer Service Centre, BX8 7HB, addressed 'for the attention of the DPO'.

Who we are

When we say 'we', we mean HSBC Life (UK) Limited, part of the HSBC Group of Companies, who is the 'data controller' for the information in this overview. This means we're responsible for deciding how we can use your information.

The information we collect

We collect information about you from different places including:

- ◆ directly from you
- ◆ from a third party acting on your behalf eg an intermediary or broker who promote and distribute products for us
- ◆ from other HSBC companies, including HSBC UK Bank plc, first direct and M&S Bank
- ◆ from publicly available sources
- ◆ from comparison websites or aggregators
- ◆ information relating to your medical records, with your agreement
- ◆ information relating to your insurance claims history
- ◆ information from other parties involved in your insurance policy or claim
- ◆ when we generate it ourselves
- ◆ from other organisations

We'll only collect your information in line with relevant regulations and law and this may relate to any of our products or services you apply for, currently hold or have held in the past.

You're responsible for making sure you give us accurate and up to date information. If you provide information for another person on your account, (including named insured or beneficiaries under your policy, dependants, claimants and other third parties involved in an insurance policy or claim (such as witnesses)), you'll need to tell them how to find the Privacy Notice and make sure they agree to us using their information for the purposes set out in it.

How we'll use your information

We'll use it to provide the insurance products you've requested and other purposes eg:

- ◆ to confirm your identity and address
- ◆ to understand how you use your products and services
- ◆ to carry out your instructions
- ◆ to improve our products and services
- ◆ evaluate your insurance application and provide you with a quotation
- ◆ handle or monitor any claims which you make or which arise under your insurance policy
- ◆ where relevant, bring a claim against a third party
- ◆ apply for and claim on our own insurance policies
- ◆ to offer you other services we believe may benefit you unless you ask us not to

We'll only use your information where we're allowed to by law eg carrying out an agreement we have with you, fulfilling a legal obligation, because we have a legitimate business interest or where you agree to it.

We need to collect sensitive health information for insurance purposes to:

- ◆ evaluate your insurance application and provide you with a quotation;
- ◆ handle or monitor any claims which you make or which arise under your insurance policy.

We may, for the purposes of underwriting this proposal, disclose to an approved medical agency, your name, address, doctor's details, telephone number and date of birth in order to arrange and obtain medical examinations and tests.

Where appropriate, we will ask for consent to collect and use this information.

We may use automated systems to carry out fraud and money laundering checks and to help us make decisions, eg to determine whether or not we can offer you insurance and at what price. We may base our decision on factors such as health, lifestyle and occupational information, as well as the level of cover being requested.

Who we can share your information with

We may share your information with other companies we work in partnership with, agents or service providers who work for us or provide services to us, and other HSBC Group members. We may also share your information with others outside of the HSBC Group eg regulators, insurers, other banks, agents as well as fraud prevention agencies, other parties involved in providing your insurance policy such as the intermediary, broker, third parties involved in the administration of the relevant insurance policy or claim including loss adjusters, claims handlers, private investigators, experts and our advisers, and, where relevant, medical experts and rehabilitation providers.

We may carry out a post-sale check on the accuracy of the disclosures given in this application and if so, we will first obtain any appropriate consents.

How long we'll keep your information

We'll keep your information for as long as you have a relationship with us. After it ends we'll keep it where we may need it for our legitimate purposes eg to help us respond to queries or complaints, or for other reasons eg fighting fraud and financial crime, and responding to requests from regulators.

Transferring your information overseas

Your information may be transferred and stored in countries outside the UK and/or European Economic Area, including some that may not have laws that provide the same level of protection for personal information. When we do this, we'll ensure it has an appropriate level of protection.

Your rights

You have a number of rights relating to your information eg to see what we hold, to ask us to share it with another party, ask us to update incorrect or incomplete details, to object to or restrict processing of it, to make a complaint etc.