

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

The product provider is HSBC Life (UK) Limited.

What is HSBC Life Cover?

The Policy is appropriate if you are looking for life insurance that pays a lump sum (benefit) upon your death or earlier diagnosis of a Terminal Illness. You can purchase a single policy or a joint policy to cover two people but the policy will only pay out for the first event.

Can I apply for cover?

You can apply if you are aged between 17 and 69 and are resident within the UK (excluding the Channel Islands and Isle of Man). For a joint policy, both applicants must be within this age range. Subject to underwriting and policy limits, you decide how much benefit you would like to apply for.

Single Life Policy	Joint Life Policy
If a claim is made and the benefit is paid out, the Policy ends automatically and no more premiums will be payable.	A joint Policy covers two lives on a 'first claim' basis, If a claim is made during the term of the policy, the sum insured will be paid and then the policy automatically ends.
Both joint and single life Policies only pay out once and no more premiums would 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 runs for at least five years and the Policy must end no later than your 80th birthday. For joint cover the Policy must end by the oldest applicant's 80th 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:

- ◆ **Death Benefit** – a lump sum payment on death
- ◆ **Terminal Illness Benefit** – a lump sum payment on earlier diagnosis of a Terminal Illness

What else does the policy cover?

You will also be covered for the following at no extra cost:

- ◆ **Accidental Death Benefit** – provides cover for the Sum Insured applied for up to a maximum of £250,000. You are covered for a maximum period of 90 days from our receipt of your application form to the Policy commencing, or until your application is declined.

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

- ◆ **Interim Cover** – if you are taking the Policy out in connection with an HSBC UK Bank plc/first direct residential mortgage, free Death Benefit is provided until the Policy commences up to the amount applied for.

This cover will start from the later of:

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

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

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

- ◆ **Mortgage/Loan Protection** – if Decreasing Cover is taken to protect defined HSBC UK Bank plc/first direct mortgages or loans (set out in Condition 7 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.

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 Condition 6 of the Policy Conditions in the Policy Document section of this booklet which you should read carefully.

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

- ◆ A Life Insured does not take reasonable care to provide accurate and full information in response to the questions we ask when you take out the Policy. You should not assume that we will write to a Life Insured's doctor. It is your responsibility to complete the application form properly;
- ◆ You do not tell us about any changes to:
 - Health
 - Family history
 - Lifestyle (including smoking habits)
 - Occupation and pastimesthat happen in respect of a Life Insured between the completion of the application form and when the Policy starts.
- ◆ Single Life;
 - Suicide within the first 12 months of the Policy is not covered.
- ◆ Joint Lives;
 - Suicide within the first 12 months of the Policy is not covered.
 - In the event of suicide in the first 12 months of a joint policy, the policy would cease. The remaining life would be offered a single life policy based on their application at the time they applied for the joint policy, at a cost equal to their part of the joint life premium.

The Policy has no cash in value at any time, once the Policy ends cover stops and no benefit will be paid.

How do I make a claim?

You, the executor or an appointed administrator of your estate, or the appointed trustees can make a claim by calling HSBC Life (UK) Limited 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 can cancel the Policy at any time. 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 HSBC Life (UK) Limited 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 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 in writing to: The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London E14 9SR.

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

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 by calling 0800 678 1100 or 0207 741 4100 or writing to:

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

Lines are open 8:30am – 5:30pm Monday – Friday (excluding public holidays). Please note only compensation related queries should be directed to the FSCS.

Important information

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. HSBC Life does 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, Monday – Friday 8am – 6pm and Saturday 9am – 1pm.

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 website www.hsbc.co.uk 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.

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 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 'Definition' section. These words have specific technical meanings and explanations for the Policy. They affect what is covered by and what is excluded from the Policy.

Premiums

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:

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

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

Policy Conditions

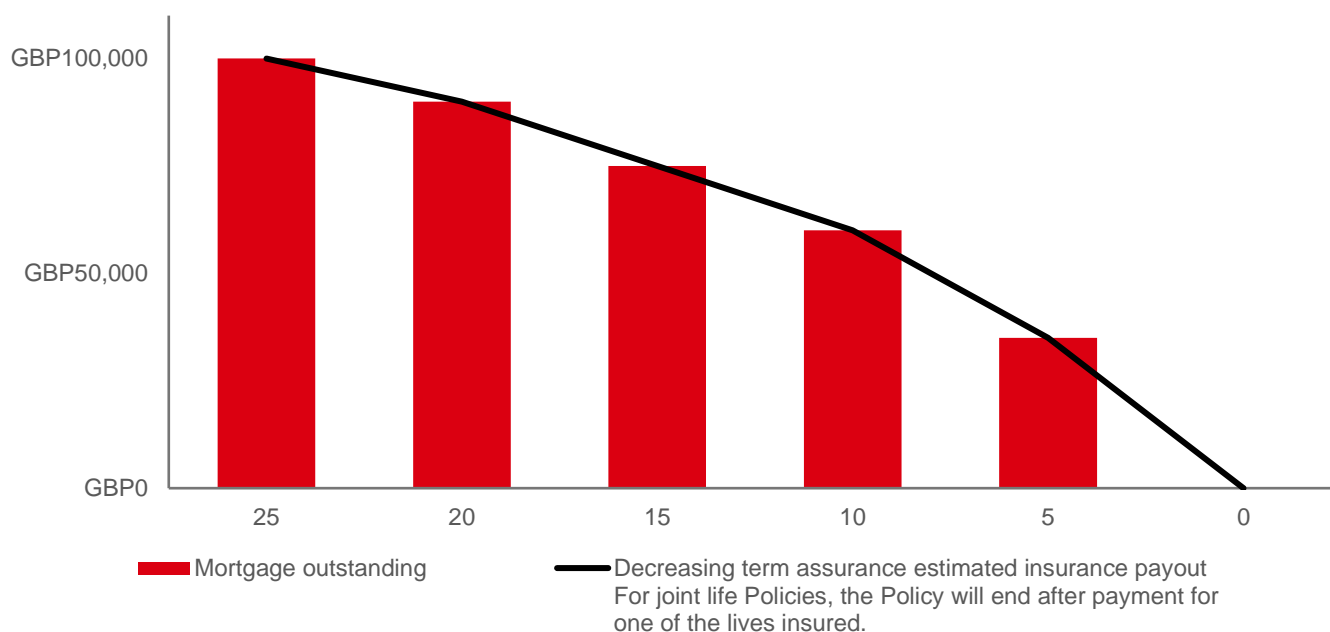
1. Death Benefit

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

For 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 represented in the 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 7).

In order to establish the Sum Insured the Policyholder should contact the Customer Services Centre.



On payment of the Death Benefit the Policy will automatically terminate.

2. Accidental Death Benefit

If a Life Insured suffers an Accidental Death during the period between Our receipt of the application and before the Policy has commenced or been declined, then the Accidental Death Benefit shall become payable. The level of benefit will be the Sum Insured applied for up to a maximum of £250,000. The maximum period of cover is 90 days from Our receipt of the application.

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

3. Interim Cover

If the Policy is taken out in connection with an HSBC UK Bank plc/first direct residential mortgage, free Death Benefit is provided until the Policy commences up to the amount applied for. This cover will start from the later of:

- ◆ the date of exchange of contracts;

- ◆ the date We accept Your application; or
- ◆ the date We receive Your written acceptance of alternative terms.

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

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

4. Requirement to pay Death Benefit

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

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

5. Terminal Illness Benefit

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

- ◆ The illness either has no known cure or has progressed to the point where it cannot be cured; and
- ◆ In the opinion of the attending consultant and Our Chief Medical Officer, the illness is expected to lead to death within 12 months.

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

6. Exclusions

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

- ◆ Suicide
 - If a Life Insured's death is as a result of suicide within 12 months of the commencement date of the Policy shown in the Policy Schedule, the Death Benefit will not be payable.

7. Mortgage/Loan Protection

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

- ◆ An HSBC 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 one of the following:

- ◆ The Death Benefit or
- ◆ Earlier payment of Terminal Illness Benefit

the amount payable will be the greater of:

- ◆ The Sum Insured or
- ◆ The Mortgage or Loan Account

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.

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.

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

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

9. Premium payment when claiming

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

10. Delay in payment of the Death Benefit

If the Death Benefit has not been paid within one calendar month from the date of written notification of death (at the Claims Department) then the Company will usually pay interest on the Death benefit on a monthly basis, except when the HSBC UK Bank plc base rate is 1.25% or lower.

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

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

11. Contract variation

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

12. Alteration and cancellation

Alteration

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

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

Cancellation

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/Lives Insured the Company will cancel the Policy with immediate effect. You 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**

13. Currency and place of payment

All benefits payable and Premiums due under the Policy will be made in pounds sterling or, if different, the lawful currency of the UK. All Premiums due under the Policy shall be payable to the Company by Direct Debit.

14. Payment of Premiums

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

15. 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.

16. Termination of the Policy

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

- ◆ Payment of the Death Benefit in accordance with Condition 1 or
- ◆ Payment of the Terminal Illness Benefit in accordance with Condition 5 or
- ◆ Suicide of a Life Insured within 12 months of the commencement date of the Policy showing in the Policy Schedule or
- ◆ The lapse of the Policy following the nonpayment of Premiums in accordance with Condition 15 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. For the avoidance of doubt any fraud including a lie or misrepresentation regarding a Policy application or claim for Policy benefits will also mean that the Policy will cease immediately or
- ◆ We decide to take action in accordance with our Financial Crime Obligations under Condition 27 or
- ◆ The Policyholder cancels the Policy

17. Reinstatement of a Lapsed Policy

If the Policy has lapsed due to non-payment of Premiums (as described in Condition 15) the Policyholder(s) may, within 12 months of the due date of the first unpaid Premium, make a request in writing to the Customer Services Centre that the Policy is reinstated. The Company may, but is under no obligation to, reinstate the Policy subject to:

- ◆ Sufficient evidence being provided to the Company to substantiate the continuing good health of the Life/Lives Insured. Such evidence must be relevant and be considered satisfactory by the Company and
- ◆ The right to request that the Life/Lives Insured undergoes further medical examinations, tests or provides medical or other relevant additional information to substantiate that the state of health and insurability of the Life/Lives Insured is satisfactory to the Company

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

18. Notification to the Policyholder

Any written notice that the Company gives to the Policyholder(s) in relation to the Policy will be sent by pre-paid post to the last known address of the Policyholder(s) notified to the Company

Any such notice will be deemed to be served two days after posting. It is therefore 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, the Company will give the Policyholder(s) at least 30 days prior notice of such a change, unless such variation has been requested by the Policyholder(s) or the nature of the variation requires immediate change.

19. Change of personal details of a Life/Lives Insured

Address

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

Age and name

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

- ◆ Birth Certificate
- ◆ Marriage Certificate
- ◆ Deed Poll

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

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

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, regardless of what such term or condition may provide. This might include declining to service some of Your requests related to this Policy. You agree 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 clause. The prior sentence continues to apply 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.

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. 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. The Financial Ombudsman can be contacted by calling **0800 023 4567** or **0300 123 9123** or in writing to:

The Financial Ombudsman Service,
Exchange Tower, 1 Harbour Exchange
Square, London E14 9SR.
Website www.financial-ombudsman.org.uk

24. 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 **www.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

Lines are open 8:30am – 5:30pm Monday – Friday (excluding public holidays).

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

25. Tax and legislation

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

- ◆ The Conditions of the Policy; or
- ◆ Any Premiums or benefits under the Policy.

Any such changes made to the Policy Conditions and/or the Policy benefits will be notified to the Policyholder(s) in accordance with Condition 18.

26. Tax Compliance

It's 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, who are people connected with You that's relevant to Your relationship with Us, 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 if You seek independent legal and tax advice.

27. Actions we may take in order to prevent Financial Crime

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

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.

28. 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(s)
- ◆ Written notification of such change shall be given to the Policyholder(s) in accordance with Condition 18 and
- ◆ The rest of the Policy will not be affected unless the Endorsement specifically alters it

29. 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, within 30 days.

We'll use Your information as explained in Our 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.

30. 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

Accidental Death

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

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.

Claims Department

Means **HSBC Life (UK) Limited,
Customer Services Centre
BX8 7HB**

Company, We, Us, Our

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

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 **HSBC Life (UK) Limited,
Customer Services Centre
BX8 7HB**
or by telephone on **0345 745 6125**.

Death Benefit

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

Decreasing Cover

Where the amount of benefit is designed to reduce in line with an outstanding mortgage or loan.

Diagnosis

Means an unequivocal confirmation of Terminal Illness as defined in these Policy Conditions and contained in a dated letter to the Company.

All diagnoses and medical opinions must be given by a registered medical practitioner whose professional status is recognised by the Company; and

- ◆ Is acceptable to Our Chief Medical Officer and
- ◆ Is a specialist in an area of medicine appropriate to the cause of the claim

Endorsement

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

Expiry Date

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

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/Lives Insured

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

Mortgage/Loan Account

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

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

Personal Data

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

Personal Protection

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

Policy

Means HSBC Life Cover for Personal Protection.

Policy Conditions

The conditions set out from page 7 in the Policy document.

Policyholder(s), 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. The original Policyholder will be shown in the Policy Schedule, but could, if appropriate, mean:

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

Policy Schedule

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

Premium

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

Services

Means (a) the opening, maintaining and closing of Your accounts with Us, including Your mortgage account, (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. For Decreasing Cover the Sum Insured will decrease monthly. In order to establish the Sum Insured that will apply in any subsequent month of each Policy year the Policyholder should contact Our Customer Services Centre.

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.

Terminal Illness

Means 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.

Terminal Illness Benefit

A lump sum payment on earlier Diagnosis of a Terminal Illness.

UK

Means England, Wales, Scotland and Northern Ireland and excludes the Channel Islands and the Isle of Man.

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 Services 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 e.g. 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 e.g. 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 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 e.g. 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.

HSBC.co.uk

Issued by HSBC Life (UK) Limited

Customer Services Centre, BX8 7HB

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