

HSBC Life Protection Policy Booklet

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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. The Policy document contains exclusions from cover. Please pay particular attention to the key words and phrases that are defined in the 'Definitions' section. These words have specific technical meanings and explanations for the Policy. They affect what is covered by and what is excluded from the Policy.

Premiums

Premiums for Level and Decreasing Policies are guaranteed and are payable on a monthly basis. You must pay all Premiums, if You stop paying Your Premium, benefits under the Policy may be lost.

If the Policy has an Increasing Cover option, the premiums will increase in line with the change in the Retail Prices Index (RPI) multiplied by 1.4 subject to a maximum increase of 14% per annum.

Documents

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

- ◆ The Policy document;
- ◆ Policy Schedule(s); and
- ◆ any amendments or specially agreed terms relating to the Policy.

How to make a Claim or contact Us about Your Policy

The executor, an appointed administrator of Your estate, or the appointed trustees can make a claim:

- ◆ by calling HSBC Life (UK) Limited on 0333 207 5563
- ◆ by emailing: support@lifeprotectionplan.hsbc.co.uk
- ◆ or by writing to: HSBC Life (UK) Limited
PO Box 1053
St Albans
AL1 9QG

Our business hours are 9am to 5.30pm, 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 communication with Us.

If You need to contact Us about any other aspect of Your Policy, You may do so using the contact details above.

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 may need to refer to these documents in the event of a claim under the Policy.

The Policy can be issued naming a sole Life Insured or it can be issued naming two Lives Insured. The duration of the Policy depends on how the Policy is issued and the options are set out as follows:

Sole Life Insured:

You must specify a fixed term, between the ages of eligibility, to end no later than Your 91st birthday. For increasing cover Your policy will end no later than Your 81st birthday.

Two Lives Insured:

You must specify a fixed term, and both Lives Insured must be between the ages of eligibility. The fixed term must end on or before the day the oldest Life Insured reaches their 91st birthday. For increasing cover, the Policy must end on or before the day the oldest Life Insured reaches their 81st birthday.

Policy Conditions

1. Death Benefit

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

For Decreasing Cover the Sum Insured will decrease monthly. This cover is designed to reduce on a monthly basis (calculated at a mortgage interest rate of 8%) in line with an outstanding repayment mortgage or loan.

For Increasing Cover the Sum Insured will increase in line with the Retail Prices Index (RPI)

You can find out Your current Sum Insured at any time online in the My Policy section of HSBC Access.

For all types of cover, on payment of the Death Benefit the Policy will automatically terminate.

2. Interim Cover

If you are taking the Policy out in connection with a UK residential mortgage, free cover is provided until the Policy commences up to the amount applied for.

This cover will start from the later of the date:

- ◆ of exchange of contracts; or
- ◆ We accept Your application.

Cover will last for a maximum period of 90 days, or until Your mortgage is completed if earlier. **Once payment has been made for Interim Cover the Policy will automatically end.**

3. 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.

4. 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. Terminal Illness claims cannot be made after death or within the last 18 months of the Policy.

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

5. Limitations and Exclusions

There are limitations in respect to the benefit amount paid out for the type of cover You have chosen. If You are unsure whether the type or level of cover You have chosen is right for You then You should discuss this with Your Adviser.

◆ Level Cover

Level Cover provides a fixed benefit amount throughout the term of the Policy. 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.

◆ Decreasing Cover

Decreasing Cover provides an amount of benefit which is designed to reduce on a monthly basis (calculated at a mortgage interest rate of 8%) in line with an outstanding repayment mortgage or loan. 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.

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.

◆ Increasing Cover

Increasing Cover provides an increasing amount of benefit to help combat the effects of inflation or allow for changes in personal circumstances.

The optional annual increase is in line with the Retail Prices Index (RPI) which provides an indication of inflation on a monthly basis. The RPI measures and tracks the average change in the purchase of goods and services such as housing expenses and mortgage interest payments. If RPI is withdrawn in the

future, HSBC Life would use an index comparable to the RPI instead.

If the change in the RPI is less than or equal to 1%, HSBC Life will not increase the amount of cover or the Premium. If the change in the RPI is more than 10%, HSBC Life will only increase the amount of cover by 10% per annum and the Premium by 14%.

HSBC Life will contact You three months before the Policy Anniversary to tell You what the increase in the amount of cover and Premium will be.

This will be applied automatically and You do not need to take any action. We will increase the amount of cover and the Premium and update Your direct debit. Should You wish to decline the increase, You will need to notify HSBC Life.

HSBC Life will withdraw the Increasing Cover option and You will not be given the option or be able to increase the amount of cover in the future.

The following limitations may apply in respect to a Death Benefit or Terminal Illness claim.

◆ **Misrepresentation**

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

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

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

◆ **Suicide**

We will not pay the Death Benefit, and the Policy will end, if the death of a Life Insured is caused by suicide or intentional, self-inflicted

injury within 12 months of the Policy start date. Intentional, self-inflicted injury means that the most likely cause of death is that the person covered intended to take his or her own life, whether or not specifically shown as a verdict or cause of death in a death certificate, coroner's report or other equivalent documentation.

In the event of a joint Policy, the remaining Life Insured 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.

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

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

7. Premium payment when claiming

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

8. Delay in payment of the Death Benefit

If the Death Benefit has not been paid within one calendar month from the date of written notification of death (at the Claims Department) then the Company will usually pay interest on the Death Benefit on a monthly basis, except when the HSBC Bank plc base rate is 1.25% or lower, when no interest will be paid.

Where the base rate is above 1.25%, interest will accrue 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, but will not be lower than the base rate of HSBC Bank plc less 1.25%.

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

9. Contract variation

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

10. Alteration and cancellation

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

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

Cancellation

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. The Life/Lives Insured will not be able to reinstate the Policy once it is cancelled.

You may cancel the Policy by either cancelling Your cover online in the My Policy section of Your HSBC Access account or in writing to support@lifeprotectionplan.hsbc.co.uk or by calling 0333 207 5563.

Our business hours are 9am to 5.30pm Monday to Friday (excluding public holidays). To help Us continually improve Our service and in the interests of security, in the event that We call You, We may monitor and/or record Your communications with Us.

11. Guaranteed Insurability Options

Guaranteed Insurability Options offer the ability to increase the Sum Insured without further medical underwriting, subject to certain provisions. The options are related to changes either in personal circumstances or to a residential mortgage. You can elect to increase the Sum Insured without further medical underwriting within three months of:

For Personal Protection

- ◆ the birth of a child(ren) to a Life Insured or spouse, or legal adoption of a child by a Life Insured
- ◆ the legal marriage of a Life Insured or the legal registration of a Civil Partnership in accordance with the Civil Partnership Act 2004 (and any legislation which amends or supersedes this).

For Mortgage Protection

- ◆ an increase in mortgage lending, provided that:
 - a. the Policy is being used to protect a residential mortgage, and the increase is in respect of moving home or home improvements in the UK; and
 - b. the increase is limited to the lower of the increase in lending, as set out in Section 12.

Only one increase for home improvements can be made between home moves.

12. Guaranteed Insurability Options Conditions and Restrictions

Guaranteed Insurability Options are subject to the following restrictions:

- ◆ the Policy must be in force at the date the option is requested
- ◆ there must be at least five years remaining of the Policy term when this option is requested
- ◆ this option is no longer available once a Life Insured reaches the age of 55 (for joint lives, this means when the oldest Life Insured reaches the age of 55)
- ◆ the increase must be elected within three months of the events specified above, or within 28 days for the case of an increase in mortgage lending. We are not obliged to accept requests received at Our Customer Services Centre after

this time. The increased cover will be effective from the next Premium due date following the receipt of Your request

- ◆ the option is not available if You or anyone covered under the Policy is in a position to make a claim for Terminal Illness Benefit, or a claim for Terminal Illness Benefit has already been notified under the Policy
- ◆ the increase per event shall be the lower of:
 - the amount requested by the Policyholder
 - the amount of the increase in the mortgage (if applicable)
 - 50% of the Sum Insured at the Policy start date up to a maximum of £150,000,
 - where the Policy Schedule shows that Decreasing or Increasing Cover is provided, the increased cover will be added to the Policy Sum Insured amount at the date the increased cover starts
 - the total increases made to the Policy shall not exceed the lower of £200,000 or the maximum Sum Insured limit. You may obtain the current maximum limit for the Sum Insured at any time from Our Customer Services Centre
 - the increased cover will be provided on the same terms and conditions as the Policy under which the option is being exercised
 - the Premium for the increased cover will be calculated on the Premium rates under the original Policy and based on Your age, and the term of the cover, at the date the increased cover starts.

This option is only available provided at the time of the request the Life Insured is not living in a country that HSBC Life (UK) Ltd is prohibited from transacting business in. Please contact Our Customer Services Centre for further details.

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 to the Policyholder.

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 You miss a payment and We do not receive a Premium by its due date, We will write to You and remind You that You have missed a 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 stop automatically and no benefits will be paid 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 4; or
- ◆ suicide, or death as a result of an intentional, self-inflicted injury, of a Life Insured within 12 months of the commencement date of the Policy showing in the Policy Schedule; or
- ◆ the lapse of the Policy following the non-payment of Premiums in accordance with Condition 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

- ◆ the Policyholder cancels the Policy in accordance with Condition 10; or
- ◆ We terminate the Policy in accordance with Paragraph 27.

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 email to the last known email address of the Policyholder(s) notified to the Company. Any such notice will be deemed to be served immediately. 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 immediately, or as soon as practicable, tell the Company of a change of address by updating the details online in HSBC Access or in writing to support@lifeprotectionplan.hsbc.co.uk

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. Once Your Policy ends, Your cover stops and no benefit will be paid.

21. Law and jurisdiction

You have a choice of law in relation to this contract. This contract will be governed by English law, unless:

- ◆ You and We agree otherwise; or
- ◆ You normally reside in Scotland and Northern Ireland,

in which case the law of the relevant country or island will govern this contract.

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 the Policy (such as the Life Insured or the beneficiary) is, temporarily or permanently:

- outside of the UK; or
- 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 Condition 22. The prior sentence continues to apply even if the 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, please let Us know. We always endeavour to resolve any concerns fairly and quickly.

If You ever need to complain You may do so in writing to

HSBC Life (UK) Limited, via email to support@life-protection-plan.hsbc.co.uk

or to the following address:

Customer Services Centre

HSBC Life (UK) Limited
PO Box 1053
St Albans
AL1 9QG

or by calling 0333 207 5563

Our business hours are 9am to 5.30pm 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 in writing to:

The Financial Ombudsman Service Exchange Tower

London
E14 9SR.

Website:

www.financial-ombudsman.org

24. Compensation

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

If HSBC Life (UK) Limited 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

or write to:

Financial Services Compensation Scheme

10th Floor, Beaufort House
15 St Botolph Street
London EC3A 7QU

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

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. The Company will not include any taxes, levies, charges, fees and withholdings of any nature now or brought in at a later date by any government, fiscal or other authority in the Premiums charged for this Policy. If any such charges arise as a result of You paying the Premiums, You must ensure they are paid.

The Company will not accept any responsibility for the payment of any such charges You may incur as a result of buying the Policy/paying Premiums. If anything changes to oblige the Company to include any taxes, levies, charges, fees and withholdings in the Premiums charged, We will write and tell You.

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 Person, 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 make 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. Right to receive benefit under the Policy

The Policy and the benefits provided under it are personal between Policyholder and the Company. No-one other than the Policyholder is entitled to receive the benefits under the Policy or enforce any part of the Policy against the Company.

Definitions

Adviser

Means the person that sold You this Policy.

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, PO Box 1053, St Albans, AL1 9QG or support@lifeprotectionplan.hsbc.co.uk

Company, We, Us or 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, PO Box 1053, St Albans, AL1 9QG or support@lifeprotectionplan.hsbc.co.uk

Death Benefit

Means 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

Means the amount of benefit is designed to reduce in line with an outstanding repayment 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
- ◆ 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.

Guaranteed Insurability Options

Means, if certain conditions are met, the Sum Insured may be increased (up to a maximum of 50% of the original Sum Insured) without the need for further medical underwriting.

HSBC Access

Means Our online portal providing access to Your Policy Schedule and other Policy documents.

Increasing Cover

Increasing Cover provides an increasing amount of benefit to help combat the effects of inflation or allow for changes in personal circumstances.

Laws

Includes 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

Means a fixed level of benefit throughout the term of the Policy.

Life/Lives Insured

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

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 Protection for Personal Protection.

Policy Anniversary

Means the anniversary of the date when the Policy is issued as shown in the Policy Schedule.

Policyholder, You or 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 Conditions

Means the conditions set out from page 4 in the Policy document.

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 Benefit

Means 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 **0333 207 5563** or email Us at support@life-protection-plan.hsbc.co.uk and We'll send a copy to You.

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 e.g. an intermediary or broker who promote and distribute products for Us
- ◆ from other HSBC companies, including HSBC 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 the Lives Insured's 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 e.g.:

- ◆ 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
- ◆ to evaluate Your insurance application and provide You with a quotation

- ◆ to handle or monitor any claims which You make or which arise under Your insurance Policy
- ◆ where relevant, to bring a claim against a third party
- ◆ to 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 e.g. 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, e.g. 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 e.g. 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, to ask Us to update incorrect or incomplete details, to object to or restrict processing of it, to make a complaint etc.

If you'd like further information on how to exercise Your rights, anything we've said in the Privacy Notice Overview, or to contact our Data Protection Officer, contact us at P.O. Box 6201, Coventry CV3 9HW addressed 'for the attention of the DPO'.

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