

# HSBC Life Protection

**Policy Booklet**



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# Policy Booklet

## Introduction

### Important

The terms and conditions of the Policy are set out in this Policy Booklet. You need to read and study them carefully. The Policy Booklet 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 and are capitalised in this Policy Booklet.

### 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

The documents below provide evidence of Your legal entitlement to the benefits under the Policy. These are held in Your online portal for You to view, print or download. If You have requested a paper copy please do not destroy these documents. You may need to refer to these in the event of a claim under the Policy.

- ◆ The Policy Summary;
- ◆ This Policy Booklet;
- ◆ Policy Schedule(s);
- ◆ Any amendment, endorsement or specially agreed terms relating to the Policy; and
- ◆ An overview of how We collect Your information

### Eligibility

You can apply if You are aged between 17 and 69 and have been resident within the UK for the past six months and intend to remain a resident in the UK. The UK does not include the Channel Islands and the Isle of Man. For a joint policy, both applicants must be within this age range.

**How to make a Claim or contact Us about Your Policy**

You, 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
- ◆ [www.life-protection-plan.hsbc.co.uk](http://www.life-protection-plan.hsbc.co.uk) and clicking on the ‘Contact Us’ link
- ◆ by emailing: [support@life-protection-plan.hsbc.co.uk](mailto:support@life-protection-plan.hsbc.co.uk)
- ◆ or by writing to:  
HSBC Life (UK) Limited  
PO Box 1053  
St Albans

Our lines are open 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.

**Term and Maximum Sum Assured Limits**

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 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 91st birthday. For Increasing Cover Your policy will end no later than Your 81st birthday.

◆ Two Lives Insured:

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 the oldest applicant’s 91st birthday. For Increasing Cover the policy must end no later than the oldest applicant’s 81st birthday.

**Maximum Sum Assured Limits**

The Maximum Sum Assured limits are detailed in Policy Condition 20 and depend upon Your age at the time of Your current application. If You have existing Policies, the amount of additional cover that can be purchased is the relevant Maximum Sum Assured limit, minus the total of Your Sums Assured under Your existing Policies at the time of Your application.

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 Assured.

For Level Cover, the Sum Assured will remain the same throughout the Policy term.

For Decreasing Cover, the Sum Assured 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 Assured will increase in line with the Retail Prices Index (RPI).

Further details on the different types of cover can be found in Condition 5.

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

2. Interim Cover

- ◆ **House Purchase Cover** - if You are taking the policy out in connection with a UK 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; or
- the date we accept your application

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

Cover is subject to limitations and exclusions which are fully detailed in Condition 6 of the Policy Conditions in the Policy Booklet.

- ◆ **Free Cover** - We'll cover You from the date We receive Your application, for up to 90 days or until We accept, postpone or decline Your application, whichever is earliest.

This means that if You die during this time period We'll pay out the amount You've requested to be insured for up to a maximum of £1m for all applications.

We won't pay Free Cover claims if:

- ◆ We discover the information You gave Us when You applied for Your plan or any other information given was incomplete, untrue or inaccurate
- ◆ The claim is linked to a medical condition that We could reasonably have expected You or the person covered to know about on or before the date your Free Cover started. This includes any symptoms where You or the person covered has not sought medical advice/attention
- ◆ The claim is caused by intentional self-inflicted injury/suicide or taking part in hazardous activities We've asked you about on your application form

**Please note that only one Interim Cover payment can be made (House Purchase Cover or Free Cover) and once payment has been made the policy will automatically end.**

3. Requirements to pay Death Benefit

Payment of the Death Benefit is subject to receipt of proof, satisfactory to Us at the Claims

Department that a Life Insured has died.

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

4. Requirements to pay Terminal Illness Benefit

The Sum Assured 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

**Once payment for a successful Terminal Illness claim has been made the Policy will automatically end.**

5. Types of Cover

◆ **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 Assured that will apply in any subsequent month of each Policy year, You 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%.



We 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 Us. We 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.

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

6. 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.

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

◆ Misrepresentation

- The Policy will not pay out, or benefit may be limited, and the policy may be cancelled if:
- You do not take reasonable care to provide accurate and full information in response to the questions We ask when You take out the Policy, this also includes, for Joint Life policies, completing it accurately on behalf of the other Life Insured. You should not

assume that We will write to a Life Insured's doctor. It is Your responsibility to ensure that the application form has been completed fully and accurately, and to check the application summary carefully;

- In respect of the following areas that We have asked You about in Your application form, You do not tell Us about any changes that happen in respect of a Life Insured between the completion of the application form and when the Policy starts in relation to:
  - Health
  - Family History
  - Lifestyle (Including Smoking Habits)
  - Occupation and pastimes
- We will cancel Your policy from the date it started and decline all claims if We establish that You deliberately or recklessly provided Us with false or misleading information

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.

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

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

8. Premium payment when claiming

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

9. 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 (and We have received satisfactory evidence to pay the Claim), then We 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 along with

satisfactory evidence to pay the claim until the date of payment of the lump sum.

The rate of interest will be determined by Us, from time to time, but will not be lower than the HSBC UK Bank plc base rate 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.

10. Changes We can make

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

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

to take account of:

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

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

We may also make changes at any time in a fair, proportionate and reasonable manner for any other valid reason.

If We make any changes to the terms and conditions of the Policy and/or the Premiums or benefits under the Policy, We will give You at least 30 days’ prior notice in writing or, where the change is required sooner, We will notify You in writing as soon as reasonably practical. In either case, We will notify You in accordance with Condition 22.

If We give You notice as set out above and You do not want to accept a change, You are free to cancel the Policy in accordance with Condition 12. We will not refund any Premiums You have paid. You will not be able to reinstate the Policy once it is cancelled.

Any changes We make will always be subject to Condition 32.

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

11. Alteration by You

If requested by You, We may, but are not obliged to, reduce the Sum Assured 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 instruction from You.

12. Cancellation by You

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 You, We will cancel the Policy with immediate effect. You will not be able to reinstate the Policy once it is cancelled.

If You have chosen to include the optional Waiver of Premium benefit as part of Your Policy, You have the right to change Your mind and remove this option from Your Policy at any time.

You may cancel:

- ◆ the Policy (this will also include any associated Waiver of Premium option selected) or;
- ◆ only the optional Waiver of Premium benefit (this will be removed from Your Policy and all other benefits under Your Policy will continue)

You can do this 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 lines are open 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 You communications with Us.

13. Guaranteed Insurability Options

Guaranteed Insurability Options offer the ability to increase the Sum Assured without

further medical underwriting, subject to certain provisions. The options are related to changes either in personal circumstances or to a residential mortgage.

For Personal Protection

You can elect to increase the Sum Assured without further medical underwriting within three months of:

- ◆ the birth of a child(ren) to You or Your spouse, or legal adoption of a child by You
- ◆ Your legal marriage 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 increases in mortgage borrowing

You can elect to increase the Sum Assured without further medical underwriting within 28 days if:

- 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 14.

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

14. 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 You reach the age of 55 (for joint lives, this means when the oldest Life Insured reaches the age of 55)
- ◆ this option is available if We have accepted You on standard terms. The option may also be considered if We have accepted You on nonstandard terms, which is based on the answers You gave in Your Policy application. If this is the case We will inform You of Our decision
- ◆ 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 Waiver of Premium Benefit, or a claim for Terminal Illness Benefit or Waiver of Premium Benefit has already been notified under the Policy
- ◆ the increase per event shall be the lower of:
  - the amount requested by You
  - the amount of the increase in the mortgage (if applicable)

- 50% of the Sum Assured at the Policy start date up to a maximum of £150,000
- ◆ where Your Policy Schedule shows either Decreasing or Increasing Cover, the increased cover You request will be added to the Sum Assured amount at the date Your increased cover starts
- ◆ the total increases made to the Policy shall not exceed the lower of £200,000 or cause You to exceed the maximum Sum Assured limit. The maximum Sum Assured limit is shown at Policy Condition 20, and to find out how this applies to You, You should contact 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, You are not living in a country that We are prohibited from transacting business in. Please contact Our Customer Services Centre for further details.

15. 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 Us by direct debit.

16. Payment of Premiums

All Premiums are payable on the due dates

set out in the Policy Schedule. Premium payment will have only been made when We have received the total amount of the Premium at the Customer Services Centre. All Premiums are non-refundable unless:

- ◆ We collect an amount in error
- ◆ You cancel the Policy within 30 days under Condition 12

Where either of the above occurs, the excess Premium will be returned to You.

17. Non-payment of Premiums

A Grace Period of 60 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 Assured 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, or if no premium is received in the 60 days after the policy commencement date, the Policy will lapse without value and will stop automatically and no benefits will be paid or will become payable.

18. Termination of the Policy

All Our rights and obligations and those of 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
- ◆ payment of the Interim Cover Benefit in accordance with Condition 2; 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 17; or
- ◆ the Expiry Date as shown in the Policy Schedule is reached; or
- ◆ We take action to comply with Our Financial Crime obligations under Condition 31 and are unable to provide all or part of the Services to You and are unable to continue Our entire relationship with You; or
- ◆ You cancel the Policy in accordance with Condition 12; or
- ◆ the Policy is declared void by Us due to the misrepresentation in the information You have given Us as detailed in Condition 19

19. Information you have given Us

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

We will cancel Your policy from the date it started and decline all claims if We establish that You deliberately or recklessly provided

Us with false or misleading information, or omitted to tell Us the information requested during Your application.

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

- ◆ treat this Policy as if it had never existed and refuse to pay all claims and return the Premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered;
- ◆ amend the terms of Your insurance and treat the Policy as if it had been entered into on those different terms; or
- ◆ in circumstances where HSBC Life would have charged higher Premiums for providing the cover, had the risk been fairly presented in accordance with this clause 19, HSBC Life may reduce proportionately any claim payment for Death Benefit or Terminal Illness Benefit to reflect the relative lower amount of Premium paid

We will write to You if We:

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

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



Faudulent Claims

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

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

If We exercise Our right under (c) above:

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

20. Maximum Sum Assured

The Maximum Sum Assured limits are detailed below and depend upon Your age at the time of Your current application. Subject to meeting the required application criteria, Sum Assured levels above the Maximum Sum Assured limits may be available via a financial adviser and are dependent on additional medical screening checks. If You have existing Policies, the amount of additional cover that can be purchased is the relevant Maximum Sum Assured limit, minus the total of Your Sums Assured under Your existing Policies at the time of Your application. If you are unsure on the total of Your Sums Assured, please contact the Customer Service Centre.

Age Attained	Maximum Sum Assured
17 to 30	£900,000
31 to 35	£850,000
36 to 40	£700,000
41 to 45	£550,000
46 to 50	£425,000
51 to 55	£325,000
56 to 60	£225,000
61 to 65	£100,000
66 to 70	£75,000

If after You have taken out this Policy the level of Your cover under all of Your Policies would exceed the Maximum Sum Assured, Our liability to You under all of Your Policies (including joint Policies) in the event of a claim will at all times be limited to the Maximum Sum Assured. In addition, We may do one of the following:

- ◆ At any time in the three months following inception of this Policy, We may notify You that You have exceeded the Maximum Sum Assured and give You 30 days’ notice of the cancellation of this Policy. We will refund to You all Premiums paid under this Policy. This will not affect any of Your other Policies
- ◆ If more than three months have passed following inception of this Policy, We may at any time terminate this Policy by giving You 30 days’ notice. This means that your cover under this Policy will end after that 30 day notice period has expired. We will refund to You the proportion of the Premium paid by You under is Policy according to the extent that Your cover under this Policy exceeded the Maximum Sum Assured. This will not affect any of Your other Policies

21. Reinstatement of a lapsed Policy

If the Policy has lapsed due to non-payment of Premiums (as described in Condition 17) You may, within 12 months of the due date of the first unpaid Premium, make a request by calling or in writing to the Customer Services Centre that the Policy is reinstated. We may, but are under no obligation to, reinstate the Policy subject to:

- ◆ sufficient evidence being provided to Us to substantiate Your continuing good health. Such evidence must be relevant and be considered satisfactory by Us; and the right to request that You undergo further medical examinations, tests or provides medical or other relevant additional information to substantiate that the state of Your health and Your insurability is satisfactory to Us

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

22. Notification to the Policyholder

Any written notice that We give You in relation to the Policy will be sent by email to Your last known email address notified to Us. Any such email notice will be deemed to be served immediately. It is therefore important that You keep Your email address details with Us up to date.

If You have asked for correspondence to be sent to You in paper format this will be sent by prepaid post to the last known address You notified to Us.

Any such notice if sent by pre-paid post

will be deemed to be served two days after posting. It is therefore important that You keep Your address with Us up to date.

23. Any change in personal details

Address

The Policyholder(s) and/or Life/Lives insured should immediately, or as soon as practicable, tell Us 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 Assured can be made under the Policy, We will need to see evidence of the date of birth and evidence of any changes of name for a Policyholder and/or 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 We may, but are not obliged to, alter any amount payable under the Policy to reflect the amount which would have been payable if the age of the Life/Lives Insured had been correctly stated.

24. Surrender value

The Policy has no cash in value at any time.



25. 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.

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 UK in which You live.

26. 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:

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

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

Condition 26 even if the Policy terminates for any reason.

27. 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:

**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 lines are open 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 0300 123 9123

or, by using the online form available on their website, or in writing to:

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

Website: [www.financial-ombudsman.org.uk/consumers/how-to-complain](http://www.financial-ombudsman.org.uk/consumers/how-to-complain)

28. Compensation

We are covered by the Financial Services Compensation Scheme (FSCS).

If We are unable to meet Our obligations, You may be able to claim compensation.

Where this is the case the FSCS will provide cover for 100% of the claim with no upper limit.

Further information about the compensation provided by the FSCS is available from the FSCS

website: [www.FSCS.org.uk](http://www.FSCS.org.uk)

by calling 0800 678 1100 or 0207 741 4100 (if outside the UK)

or writing to:

**Financial Services Compensation Scheme**

PO Box 300  
Mitcheldean  
GL17 1DY

Please refer to the website for opening hours.

Please note only compensation related

queries should be directed to the FSCS.

29. Tax and legislation

If a change is made to the Policy Conditions and/or the Policy benefits under Condition 10 We 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. We 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 Us to include any taxes, levies, charges, fees and withholdings in the Premiums charged, We will write and tell You in accordance with this Condition and Condition 22.

30. 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, 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.

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

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

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

To the extent permissible by law, no member of HSBC Group shall be liable to You or any third party in respect of any loss (however it arose) that was suffered or incurred by You or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

32. Unfair contract terms

If any Policy provision is considered by Us or any regulator or ombudsman to be wholly or partly unfair or ambiguous in accordance with The Consumer Rights Act 2015, We may, by suitable Endorsement and in a fair and reasonable manner, change the wording of such condition to prevent and resolve the unfairness or ambiguity.

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

- ◆ it shall be made so as not to prejudice the position of the Policyholder(s);
- ◆ written notification of such change shall be given to the Policyholder(s) in accordance with Condition 22;
- ◆ We will give You at least 30 days’ prior notice in writing or, where the change

is required sooner, We will notify You in writing as soon as reasonably practical; and

- ◆ the rest of the Policy will not be affected unless the Endorsement specifically alters it

33. Your responsibilities

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

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

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

For an overview on how We’ll collect and use Your information see “An overview of how We collect and use Your information” at the end of this Policy Booklet. For further information, see Our privacy notice, which can be found at (<https://www.hsbc.co.uk/privacy-notice/>). We’ll give it to others if We’re compelled to do so by law, We’ve a public duty to disclose it, We need to disclose to protect Our own interests (for example in any legal proceedings) or if We have Your specific agreement. For example, if We believe You may have tax obligations in other countries, We may have to disclose information about You directly to HM Revenue & Customs (HMRC) or other local Tax Authorities.

34. 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

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](mailto:support@lifeprotectionplan.hsbc.co.uk)

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](mailto: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, Diagnosed

Means an unequivocal confirmation of Terminal

Definitions

Illness as defined in these Policy Conditions and contained in a dated letter to Us. All diagnoses and medical opinions must be given by a registered medical practitioner

- ◆ whose professional status is recognised by Us; and
- ◆ 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 Policy Schedule letter or other document issued by Us to the Policyholder(s) that alters the provisions, conditions, definitions or Policy Schedule.

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 60 days immediately following the Premium due date.

Guaranteed Insurability Options

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

HSBC Access

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

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.

Increasing Cover

Increasing Cover provides an increasing amount of benefit to help combat the effects of inflation or

Definitions

allow for changes in personal circumstances.

Interim Cover

Interim Cover provides free cover until the policy commences up to the amount applied for.

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, You, Your

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

Maximum Sum Assured

Means the Maximum Sum Assured limit which is dependent upon Your age attained when You take out an HSBC Life Protection Policy.

If You have existing policies, the amount of additional cover that can be purchased is the Maximum Sum assured limit for Your current age, less the Sum Assured for any existing HSBC Life Protection Policy You hold.

For decreasing policies, please contact Our Customer Service Centre for the current Sum Assured amount.

For Increasing Policies, You can find out Your current Sum Assured at any time online in the My Policy section of HSBC Access.

Mortgage Protection

Means a Policy applied for to provide UK residential mortgage cover.

Personal Data

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

Personal Protection

Means a Policy applied for to provide family cover, or personal 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. 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 5 in the Policy Booklet.

**Policy Schedule**

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

**Premium**

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

**Services**

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

**Sum Assured**

Means the amount shown in the Policy Schedule against the heading of Sum Assured. For Decreasing Cover the Sum Assured will decrease monthly. In order to establish the Sum Assured 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**

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

**UK**

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

**We, Us or Our**

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

**Optional Waiver of Premium benefit condition**

If You have selected this benefit, it will be shown on Your Policy Schedule.

If you are employed and unable to work due to an illness or injury for more than 26 weeks or, if not employed you are unable to pass the Activities of Daily Living assessment, your premiums will be waived. Premiums will be waived until the earlier of:

- ◆ the Policy ending;
- ◆ you being able to work again, or pass the Activities of Daily Living assessment; or
- ◆ you reach age 71.

If you are employed or self-employed, premiums will be waived if you are unable as a result of an illness or injury, to do the material and substantial duties of your own occupation. The material and substantial duties are those that are normally required for and/or form a significant and integral part of the performance of your own occupation that cannot reasonably be omitted or modified.

If You are not employed, then any claim will be assessed based on the Activities of Daily Living. Premiums will be waived if, as a result of an illness or injury, you are unable to do at least 3 of the 6 tasks listed in the section below.

Once we have stopped the waiving of premiums you will need to restart paying the premiums in order for the policy to continue.

We will not waive the premium if at the time of the claim you are living outside of the UK.

**Requirement to pay a Waiver of Premium Claim**

Any claim under the Policy is subject to:

- ◆ the Life Insured giving written consent to allow any medical information or results

of any examination or test to be given directly to Us

- ◆ the Life Insured attending any examination required by Us or by any medical practitioner appointed by Us

**Waiver of Premium Benefit Cover Expiry**

Any Waiver of Premium benefit will expire on the earlier of:

- ◆ the Policy ending; or
- ◆ you reach age 71. In this event the Policy will remain in force until its expiry date.

The proportion of the premium paid for the optional Waiver of Premium benefit will stop being collected 26 weeks before the earlier of the above two listed events.

**Activities of Daily Living**

The tasks are:

- ◆ Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means
- ◆ Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances
- ◆ Feeding Yourself – the ability to feed Yourself when food has been prepared and made available
- ◆ Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function

Important Information

- ◆ Getting between rooms – the ability to get from room to room on a level floor

◆ Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again
- For the above definition, the following is not covered:

◆ disabilities for which the relevant specialists cannot give a clear prognosis

Important Information about Your Policy

Tax

The benefits payable under the Policy are free from UK income and capital gains tax. However, the tax treatment of the Policy benefits may change in the future. Some countries may have tax legislation that has extra-territorial effect and this may impact You regardless of Your place of domicile or residence. This means You may incur charges as a result of buying this Policy/paying the Premium. We strongly recommend that You seek Your own professional advice if You think that this may be an issue for You.

For single Life 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 Life policies – although payments between spouses and civil partners should not create an inheritance tax liability, a trust may be appropriate for future planning needs for both married and unmarried couples.

HSBC Life (UK) Limited 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](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768 or 0300 500 8082.

Please refer to the FCA website for opening hours.

Important Information

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 Booklet is English.

As part of Our reporting requirements, We publish an annual Solvency and Financial Condition Report (SFCR). This tells You about Our business and its performance. It also outlines Our system of governance, risk profile, valuation for solvency purposes and capital management. You can find a copy of Our current SFCR by visiting Our Group website [www.hsbc.com](http://www.hsbc.com) and searching for “SFCR”, or You can request a copy by calling Us on 0333 207 5563 or by emailing [support@lifeprotectionplan.hsbc.co.uk](mailto:support@lifeprotectionplan.hsbc.co.uk).

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. An overview of Our Privacy Notice is available below, and Our full Privacy Notice is available separately. You can find a copy at [www.hsbc.co.uk/privacy-notice](http://www.hsbc.co.uk/privacy-notice) or You can contact Our Customer Services Centre for a copy by sending an email to [support@lifeprotectionplan.hsbc.co.uk](mailto:support@lifeprotectionplan.hsbc.co.uk) or by calling 0333 207 5563.

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 1053, St Albans, AL1 9QG addressed ‘for the attention of the DPO’.

**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](http://www.hsbc.co.uk/privacy-notice) or if You prefer paper, give Us a call on **0333 207 5563** or email Us at **support@lifeinsuranceplan.hsbc.co.uk** and We'll send a copy to You. To contact Our Data Protection Officer, contact Us at Data Protection Officer, HSBC Life (UK) Limited, P.O. Box 1053, St Albans AL1 9QG 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 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 medical screening test results from approved medical agencies
- ◆ 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 undertake customer research
- ◆ 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.



An overview of how We collect and use Your information

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.

In addition, We may carry out a post-sale check on the accuracy of the disclosure given in this application. This may include disclosing information to Your doctor, in order to request and obtain copies of Your medical records. Where We intend to do this, We will contact You first.

**Who We can share Your information with**

We may share Your information and information about Your policy with and other HSBC Group members and others outside of the HSBC Group such as:

- ◆ parties involved in the distribution of Your insurance policy (for example introducers, intermediaries, brokers and panel managers)
- ◆ companies/parties We work in partnership with and agents or service providers who work for Us or provide services to Us (for example third parties involved in the underwriting and 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)
- ◆ regulators
- ◆ insurers and reinsurers

**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.

An overview of how We collect and use Your information

**Transferring Your information overseas**

Your information may be transferred and stored in countries outside the UK or 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.

HSBC Life (UK) Limited. Registered in England number 88695. Registered Office: 8 Canada Square, London, E14 5HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

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