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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 are fixed and payable on a monthly basis and you must pay all premiums. If you stop paying your premium, benefits under the policy may be lost.

Documents
You should keep the following documents together and in a safe place:
• The policy document;
• Policy Schedule(s); and
• any amendments or specially agreed terms relating to the policy.

The above documents provide evidence of your legal entitlement to the benefits under the policy. Please do not destroy any of these documents as you 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:

Single Life Insured: You must specify a fixed term, between the ages of eligibility, to end no later than your 90th birthday.

Joint 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 90th 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. You can find out your current Sum Insured at any time online in the 'My policy' section of the M&S Life Insurance Online Servicing.

For all types of cover, on payment of the death benefit the policy will automatically terminate.

2. 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.

3. Terminal illness benefit
The Sum Insured will become payable provided that there has been a definite diagnosis by the attending consultant within the term of the policy 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.

Upon payment of the lump sum for a terminal illness claim, the policy will automatically terminate.

4. 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 financial 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 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.

The following limitations may apply in respect to a death benefit or terminal illness claim.

Non-disclosure

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, in our reasonable opinion, 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 conclusion or cause of death in a death certificate, coroner’s report or other equivalent documentation.

If a suicide conclusion is not given, we may decide in our reasonable opinion that the Life Insured has taken their own life. We will take into account:

• the method and timing of death,
• the evidence available from the time and place of death,
• any documentation left by the deceased or available from others,
• previous medical history that we are reasonably entitled to obtain.

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.

5. 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.

6. 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.

7. 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.

8. Contract variation
None of these policy conditions may be varied or waived except by an endorsement issued by the company.

9. Alteration and cancellation
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 and the policy has no cash-in value. 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 M&S Life Insurance Online Servicing or by emailing support@lifeinsurance.mandsbank.com or writing to: M&S Life Insurance C/O HSBC Life (UK) Ltd PO Box 1053 St Albans AL1 9QG or by calling 0333 207 4240.

Our business hours are 9am-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.

10. 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:

- 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), or
- within 28 days for the case of an increase in mortgage lending.

11. 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 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), or
- within 28 days for the case of an increase in mortgage lending.
• 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 cover is provided, the increased cover will be added to the policy’s 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. You may obtain the current maximum 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 in which HSBC Life (UK) Ltd is prohibited from transacting business. Please contact our Customer Services Centre for further details.

12. 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.

13. 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.

14. 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.

15. 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 3; 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 14; 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 9; or
• we terminate the policy in accordance with conditions 26 or 28.

16. Reinstatement of a lapsed policy
If the policy has lapsed due to non-payment of premiums (as described in condition 14) 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.

17. 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.

18. 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 or in writing to support@lifeinsurance.mandsbank.com.

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.

19. 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.

20. Law and jurisdiction
The laws of England and Wales govern all policy conditions. The policyholder and the company submit to the exclusive jurisdiction of the courts of England and Wales.

21. 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, regardless of what such term or condition may provide. This might include declining to service some of your requests related to this condition 21. The prior sentence continues to apply even if the policy terminates for any reason.

22. 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 have a complaint about any aspect of your policy, you may write to us at the following address:
M&S Life Insurance Complaints
C/O HSBC Life (UK) Ltd
PO Box 1053
St Albans
AL1 9QG
or email support@lifeinsurance.mandsbank.com
or call us on 0333 207 4240.
Business hours are 9am-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. 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 17. 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.

25. 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 are relevant to your relationship with us, are responsible for their own tax obligations. As you are responsible for your own tax obligations (and connected persons for theirs), no HSBC Group member is responsible for this nor provides tax advice. It is your choice if you seek independent legal and tax advice.
26. 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.

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 17; and
• the rest of the policy will not be affected unless the endorsement specifically alters it.

28. Your responsibilities
If we make a reasonable request for information, you must give it to us as soon as possible. If you don't give it to us, or if we suspect fraudulent or criminal activity of any kind:

• you might not be able to maintain some or all of your products and/or services with us anymore;
• we might try to get it from another source, ourselves.

It's up to you to make sure the information you give us is accurate and up to date, and you must tell us if anything changes, 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.

29. 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.

27. 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.
DEFINITIONS
Wherever the following words or phrases appear in bold, they will have the following meanings:

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 M&S Life Insurance Claims department, C/O HSBC Life (UK) Ltd, PO Box 1053, St Albans, AL1 9QG.

Company, we, us or our
Means HSBC Life (UK) Ltd 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 M&S Life Insurance, PO Box 1053, St Albans, AL1 9QG.

You can also contact us by phone on 0333 207 4240. Business hours are 9am-5.30pm Monday to Friday (excluding public holidays). Or email support@lifeinsurance.mandsbank.com.

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 30 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.

M&S Life Insurance Online Servicing
Means our online service providing access to your Policy Schedule and other policy documents.

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 M&S Life Insurance for personal protection.

Policy anniversary
Means the anniversary of the date when the policy was 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 3 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, or any member of the HSBC Group, 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 as per our definition.

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

Who are the data controllers?

M&S Bank (a trading name of Marks & Spencer Financial Services plc, registered office Kings Meadow, Chester CH99 9FB) is responsible for the promotion of M&S Life Insurance and introduction of customers to HSBC Life (UK) Limited. M&S Bank collect and use information about you during the promotion of the product which may be provided by you at the time but could also include information about you, e.g. any information held about you as a banking customer. M&S Bank will also receive personal data you submit during your application for M&S Life Insurance.

M&S Bank is the data controller in respect of this information, which may be used as set out in its Privacy Notice.

An overview of how M&S Bank will collect, process and use your personal information can be found in the Privacy Notice Overview accompanying this Policy Booklet.

HSBC Life (UK) Limited (“HSBC Life”, registered office 8 Canada Square, London E14 5HQ) arrange, administer and provide M&S Life Insurance. HSBC Life collect and use personal information about you (including sensitive information such as health information) so they can provide you with a quote for M&S Life Insurance and, if purchased, provide you with and administer a policy that suits your insurance needs. Some of the information may be collected directly from you during your application or policy term and some may be collected from other sources. HSBC Life is the data controller in respect of the personal information:
- you provide during your application for M&S Life Insurance;
- you provide throughout the lifetime of the policy;
- you provide at claims stage; or
- it collects from other sources.

Further information on how HSBC Life collects, uses and processes personal information is set out in its Privacy Notice.

An overview of how HSBC Life (UK) LTD will collect and use your information

This is an overview of:
- the steps we’ll take to make sure it stays private and secure
- your rights to your information.

More information

For more details about anything covered in this overview, please see our full Privacy Notice. You can view or download a copy by visiting www.hsbc.co.uk/privacy-notice or if you prefer paper, give us a call on 03457 404 404 and we’ll send you one in the post. To contact our Data Protection Officer, contact us at PO Box 6201, Coventry, CV3 9HW 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, which is the ‘data controller’ for the information you provide during your application for M&S Life Insurance or the lifetime of the policy, or other information about you, as set out 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 named insureds or beneficiaries under your policy, dependants, claimants and other third parties (such as witnesses) involved in an insurance policy or claim), 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 for other purposes, for example:

- to confirm your identity and address
- to understand how you use our 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 will keep this information secure and process it in accordance with relevant laws and regulations. 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. Please feel free to contact us at support@lifeinsurance.mandsbank.com if you'd like to discuss this.

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.

The Reinsurance Group of America Incorporated (RGA) is the selected reinsurer that provides reinsurance services to us. As a result, your personal information, including sensitive information, will be disclosed to RGA, who may process this in connection with the provision of reinsurance services to us.

For more information on how RGA may use your personal information please see their Privacy Notice, at www.rgare.com/privacy-policy. Please rest assured that us and RGA are not permitted to undertake any marketing activity using the information you have disclosed to us.

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.
Please call 0333 207 4240 if you would like to receive this information in an alternative format such as large print, Braille or audio.

Calls may be monitored or recorded.

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