

M&S LIFE INSURANCE

Arranged, administered and provided by HSBC Life (UK) Ltd

M&S LIFE INSURANCE

Policy booklet

Effective from 11 December 2019

CONTENTS

Section	Page
Introduction	3
Policy conditions	3
Definitions	10
Privacy notices – an overview of how we collect and use your information	12

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 9QC

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 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 condition 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 **policy**. **You** agree **we** will not be liable for any losses, damages, claims, liabilities or costs **you** or any other relevant person may suffer from **our** exercise of **our** rights under this condition 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

23. Compensation

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

If HSBC Life (UK) Ltd is unable to meet its obligations **you** may be able to claim compensation.

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

Further information about the compensation provided by the FSCS is available from the FSCS website: www.FSCS.org.uk, by calling 0800 678 1100 or 0207 741 4100 or writing to:
Financial Services Compensation Scheme
PO Box 300, Mitcheldean, GL17 1DY

Lines are open 8.30am-5.30pm Monday to Friday (excluding public holidays).

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

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:

- screening, intercepting and investigating any instruction or communication sent to or by **you** or a **connected person**, or on **your** or their behalf;
- investigating the source of or intended recipient of funds;
- combining **customer information** with other related information in the possession of any member of the HSBC Group: and/or
- 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**:

- delaying or refusing to either process a payment or **your** instructions;
- being unable to provide all or part of the **services** to **you** and ending **our** entire relationship with **you**;
- taking necessary steps for any member of the HSBC Group to meet the **compliance obligations**; and/or
- blocking or closing **your** account(s) or products(s) (although not any of **your** mortgage account(s)).

To the extent permissible by **law**, no member of HSBC Group shall be liable to **you** or any third party in respect of any loss (however it arose) that was suffered or incurred by **you** or a third party, caused in whole or in part in connection with the undertaking of **financial crime risk management activity**.

27. Unfair contract terms

If any **policy** provision is considered and found to be wholly or partly unfair or ambiguous in accordance with the Consumer Rights Act 2015, the **company** may, by suitable **endorsement** and in a fair and reasonable manner, change the wording of such condition to prevent and resolve the unfairness or ambiguity.

If any change is made to the **policy** in accordance with this condition:

- it shall be made so as not to prejudice the position of the **policyholder(s)**;
- written notification of such change shall be given to the **policyholder(s)** in accordance with condition 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**.

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.
10

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 types of information we collect about you
- how we collect and use it
- who we might share it with

- the steps we'll take to make sure it stays private and secure
- your rights to your information.

More information

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

Issued by HSBC Life (UK) Limited. Registered in England number 133435. 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. Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence. © Marks and Spencer plc 2019. All rights reserved.

LIFE INSURANCE 2019

MSB9245-01/1119/WEB