

## HSBC LIFE (UK) LIMITED

# Website Terms and Conditions

### WEBSITE TERMS AND CONDITIONS

This document sets out the terms and conditions ('**Terms**') governing your use of this website (the '**Site**'). This **Site** is operated by HSBC Life (UK) Ltd, who arrange, administer and provide M&S Life Insurance and is a member of the HSBC Group and wholly owned subsidiary of HSBC Bank plc.

By accessing the **Site**, you agree to be bound by the **Terms**. Before using the **Site**, you should read the **Terms** carefully, as well as our [Cookie Notice](#) and [Privacy Notice Overview](#).

HSBC Life (UK) Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 133435 and our registered office is at 8 Canada Square, London E14 5HQ. HSBC Life (UK) Ltd is registered in England under company number 88695.

HSBC Life (UK) Ltd is a member of the Association of British Insurers.

#### In these provisions:

'**Content**' means all pages, screens, information and materials included in or accessible through this **Site** (including any content available on any email service)

'**You**', '**your**' and '**yours**' means you, the person(s) accessing this **Site** and/or the party on whose behalf you are doing so

'**We**', '**us**' and '**our**' means HSBC Life (UK) Limited

'**HSBC Group**' means HSBC Holdings plc, its subsidiaries and associated companies from time to time.

### SITE TERMS

These **Terms** cover **your** use of the **Site**. All products and services provided by members of the **HSBC Group** have their own terms and conditions (the '**Product Terms**'). **You** must read both the **Product Terms** and these **Terms**.

To the extent that the **Product Terms** conflict with these **Terms**, then the **Product Terms** prevail.

**We** may change the content or services on this **Site** at any time without notice, and consequently the **Terms** may change at any time in the future.

#### Information, not recommendation

Information contained on this **Site** does not constitute an offer to sell, solicitation or offer to buy any financial product or instrument, or any advice or recommendation in respect of any such product or any other product.

Should **you** seek to rely in any way whatsoever upon any information contained on this **Site**, **you** do so at **your** own risk.

Before **you** make any decision or take any action that may affect **you** or **your** personal finances, **you** should always consult a suitably qualified professional adviser to obtain appropriate financial, legal, accounting, tax and/or other advice.

#### Use of the Site

The **Site** is intended for those who access it from within the United Kingdom. Because of this, **we** cannot guarantee that the **Site** or information therein complies with law or regulation, or is appropriate for use, in other places.

**You** are wholly responsible for use of the **Site** by any person using **your** computer and must

ensure that any such person complies with these **Terms**.

The information provided on this **Site** is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation. The **Site** should not be considered as communicating any invitation or inducement to engage in banking or investment activity or any offer to buy any financial instruments outside any jurisdictions where HSBC is licensed or authorised to perform such activities ("**Authorised Countries**").

Not all products and services that you may be able to view via this **Site** may be available in all geographical locations served by **HSBC Group** members. **You** should access only the local **HSBC Group** site(s) associated with **your** country of residence ("**Your Local Site**") if **you** wish to access similar products or services offered by the **HSBC Group** in that country. Products and services discussed outside **Your Local Site** may not be available in **your** jurisdiction of residence or in **Authorised Countries**, and may not be appropriate for **you**.

**Your** use of this **Site** is subject to the applicable laws and regulations of any relevant jurisdiction. **We** and other **HSBC Group** members may decline to provide **you** with products and services subject to status.

Products and services discussed on this site may not have been registered or authorised by any central bank, governmental or regulatory authority in the **Authorised Countries** or in your country of residence, other than the United Kingdom. Accordingly, **you** may not have the benefit of protection from the securities laws, banking laws or any other relevant laws and regulations of **your** country of residence with respect to products or services referred to on or through this **Site**.

No representation is given that any products or services discussed in or accessible through this **Site** are suitable for **you** or any particular person. **You** acknowledge that **your** use of this **Site** and any requests for information **you** have made as a result of visiting this **Site** are not the result of an offer made by **us** or any of **our** affiliates, and that the provision of any information through this **Site** shall not constitute or be considered investment or financial advice.

#### **No warranties**

The following clauses exclude or limit **our** legal liability for the **Site**. **You** should read them carefully. They all apply only as far as the law permits, and in particular **we** do not exclude or

restrict our duties and liabilities to **you** under the Financial Services Act 2012, or the rules of the Financial Conduct Authority (FCA) for the conduct of business.

While **we** have taken reasonable steps to ensure the accuracy, currency, availability, correctness and completeness of the information contained on this **Site**, information is provided on an "as is", "as available" basis and **we** do not give or make any warranty or representation of any kind, whether express or implied. The use of the **Site** is at **your** sole risk. **We** shall not be liable for any loss or damage whatsoever and howsoever arising as a result of **your** use of or reliance on the information contained on the **Site** to the maximum extent permitted by law.

**We** do not represent or warrant that the **Site** will be available and meet **your** requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to **your** computer system. **You** have sole responsibility for adequate protection and backup of data and/or equipment, and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

**We** make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the **Site**.

#### **Third party sites and endorsements**

Where **we** provide hypertext links to other locations on the Internet, **we** do so for information purposes only. **We** are not responsible for the content of any other websites or pages linked from or linking to this **Site**. **We** have not verified the content of any such websites. Following links to any other web pages shall be at **your** own risk and **we** shall not be responsible or liable for any damages or in other way in connection with linking. When **you** access or link to any other website, please read the terms and privacy notice issued by such other website to determine the policies applicable to information or data captured or maintained by that website. Links to downloadable software sites are for convenience only and **we** are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with it.

No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on our **Site**.

### **Trademarks and Copyright**

Copyright in the pages, screens, information and material in their arrangement included in this **Site** is owned or licensed to **us** unless otherwise noted. **You** may imprint, copy, download or temporarily store extracts from our **Site** for **your** personal information or when **you** use **our** products and services. **You** must not alter anything. Any other use is prohibited unless you first get **our** written permission. In particular, no one may use a part of **our Site** on any other website, or link any other website to **our Site**, without **our** prior written permission.

### **Internet e-mail**

Messages sent over the Internet cannot be guaranteed to be completely secure, as they are subject to possible interception or loss or possible alteration. **We** are not responsible for them, and will not be liable to **you** or anyone else for damages or otherwise in connection with any message sent by **you** to **us**, or any message sent by **us** to **you** over the Internet.

**We** maintain strict security standards and procedures, to prevent unauthorised access to information about **you**. **We** and any other members of the **HSBC Group** will never contact **you** by e-mail or otherwise to ask **you** to validate or provide personal information such as **your** user IDs, passwords or account numbers.

If **you** receive such a request, please let us know by calling **our** Helpdesk on **0333 207 4240**.

### **Social Media**

Unless stated otherwise, any information **we** post on social media is intended for UK customers. **We** are not responsible for any information posted on those sites other than information posted by **us**. **We** do not endorse the social media sites themselves, or any information posted on them by third parties or other users.

**We** do not give investment, tax or other financial and/or professional advice via social media sites. **You** should always seek independent advice before making such decisions.

When you engage with **us** via social media, **your** personal data may be stored on that social media site's servers, which are outside **our** control and may be anywhere outside the EU. Any information posted to such sites may be accessed and read by the general public. It is not an appropriate forum to discuss customers' products or financial arrangement; **We** will never ask **you** to share personal, account or security information via social media sites, and **you** should never post such information on those channels.

**We** welcome feedback and ideas submitted via these channels and endeavour to join the conversation whenever possible, however cannot guarantee to read or reply to messages sent to **HSBC Group** social media accounts. Emerging themes and helpful suggestions are passed to the relevant people for consideration, however no guarantee is made that proposals will be acted upon.

### **Governing Law**

These **Terms** are governed by and interpreted in accordance with the laws of England and Wales, and the courts of the above jurisdiction will have non-exclusive jurisdiction in respect of any dispute which may arise.

### **Your queries / Contacting Us**

If wish to contact **us**, please call **our** Helpdesk on 0333 207 4240 or use the contact points provided in product documentation provided on the **Site**.

Issued by 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 the Prudential Regulation Authority. Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence. © Marks and Spencer plc 2020. All rights reserved.

LIFE INSURANCE 2020

MSB9588-03/0720/WEB