

## **HSBC Life Earn Your Watch Programme<sup>1</sup> General Terms and Conditions**

Our HSBC Life Earn Your Watch Programme or “Earn Your Watch” for short (formerly known as the HSBC Life Well+ Programme) (the “Programme”) aims at rewarding customers of HSBC Life (International) Limited, incorporated in Bermuda with limited liability (“HSBC Life”, “We”) who are proactive in improving their health and general well-being (“you”) by providing benefits as listed in this document.

By joining this Programme, you are incentivised to meet defined step targets for 24 months. Your steps are measured by “Health” app, an Apple Inc. (“Apple”) mobile application and shared with The Hongkong and Shanghai Banking Corporation Limited (“HSBC”) and HSBC Life via the “HSBC HK Mobile Banking” app.

This Programme, which is managed and administered by HSBC Life, is distributed by HSBC only in the Hong Kong Special Administrative Region (“Hong Kong SAR”). HSBC is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of the Hong Kong SAR) as an insurance agent of HSBC Life for the distribution of life insurance products in the Hong Kong SAR. This Programme is a partnership programme with Apple. The relevant policies and terms and conditions of Apple are also applicable to this Programme.

The most up-to-date version of these General Terms and Conditions is available on the HSBC Life Earn Your Watch Programme website and on the “HSBC HK Mobile Banking” app. You should periodically check these General Terms and Conditions and any other applicable documents relevant to this Programme. The date of the latest version of these General Terms and Conditions can be found at the bottom of this document under the heading “Last Updated Date”.

Before you apply to become a member of the Programme, you must:

- read and agree to be bound by the General Terms and Conditions, Terms of Use applicable to HSBC website (see <https://www.hsbc.com.hk/legal/terms-of-use/>), Privacy Policy of “HSBC HK Mobile Banking” app (see <https://www.hsbc.com.hk/misc/privacy-security/>), and other information, materials and contents relevant to the Programme;
- consent to the collection, use and disclosure of personally identifiable information and any other information from or about you, including but not limited to any demographic, claims, and health and wellness related information in accordance with the Privacy Policies and Personal Information Collection Statements (“PICS”) of HSBC, HSBC Life and Apple (see <https://www.hsbc.com.hk/legal/privacy-security/> for HSBC’s online Privacy and Security notice);

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<sup>1</sup> Note: as of 1 April 2022, only eligible customers who have applied for an eligible policy on or before 31 March 2022 (and meet all other eligibility requirements herein, including having acquired an eligible policy within the last 3 months of joining) will be eligible to apply to the HSBC Life Earn Your Watch Programme, provided that they apply on or before the cut-off date of 31 July 2022 at the latest.

- consent to HSBC and HSBC Life accessing, using and storing your health and wellness data (for example “steps” data) as collected by HSBC and HSBC Life from the Apple Health app via the HSBC HK Mobile Banking app, for the purposes of the Programme;
- consent to HSBC sharing your delivery address provided to HSBC Life for the purpose of placing an Apple Watch order, along with your full name and contact details, to Apple (if applicable);
- acknowledge and agree that HSBC or HSBC Life may make changes to these documents, and adopt, promulgate or implement any other rules, regulations, policies or procedures relevant to the Programme; and HSBC and HSBC Life shall have the sole right to interpret, apply and disapply any of these General Terms and Conditions, and any other rules, regulations, policies or procedures.

HSBC Life shall have the right to alter and amend the Programme from time to time, provided that we shall act reasonably in doing so. Such alterations or amendments may include:

- modifying the Programme structure, or making changes, in whole or in part, to any aspects of the Programme, rules, regulations, policies, procedures, conditions of participation or other features including these General Terms and Conditions (and any other applicable terms and conditions communicated in any other materials relating to the Programme); and
- terminating, suspending or canceling, the Programme (in whole or in part).

Where we consider that any changes to the Programme will be significant we will endeavor to provide you with 30-days’ notice of the changes in advance in a manner we consider appropriate, and any revised version of these General Terms and Conditions shall become effective as at the date of publication on the Programme public website and the Programme in HSBC HK Mobile Banking app. Any continuous subscription or use of, or participation in the Programme thereafter will be deemed as your unequivocal acceptance of such variation (and variations to any other applicable terms and conditions communicated in any other materials relating to the Programme). If you are not satisfied by such a change or variation, you may cancel your membership of the Programme at any time (in which case you will lose your ability to earn reward benefits for the remainder of the Programme, while retaining those you have already earned). **(see clause D 2. (Withdrawal or Cancellation) below for further details)**. The terms and conditions of the 24-month interest free instalment plan with HSBC to purchase an Apple Watch and any variation thereto is subject to separate Terms and Conditions **(see section B. (The Programme Apple Watch option) below for further details)**. HSBC Life shall not be liable for any direct or consequential loss arising from or in connection with any amendments to these General Terms and Conditions.

You may choose to withdraw your application to the Programme at any time before HSBC Life approves your membership of the Programme, or may cancel your membership of the Programme at any time after it is approved, by submitting a withdrawal or cancellation request by either:

- sending (by mail) a written instruction to this effect to HSBC Life, whose address is 18/F, Tower 1, HSBC Centre, 1 Sham Mong Road, Kowloon, Hong Kong SAR, including your full name and address, and if available your contact email or telephone number;  
or
- contacting our HSBC Life service hotline at (852) 2583 8000.

**(see clause D 2. (Withdrawal or cancellation) for further details)**

## **A. The Programme**

1. You are eligible to join the Programme only if you meet all the following requirements:

- apply to the Programme on or before **31 July 2022** at the latest (provided that your eligible policy was also: 1) applied for prior to 31 March 2022; and 2) acquired/issued within the last 3 months before joining (as below)
- hold one or more of the following life insurance plans issued by HSBC Life, acquired within the last 3 months (provided it was applied for prior to 31 March 2022, as above) (“eligible policy(ies)”):
  - HSBC Family Protector
  - HSBC Family Goal Insurance Plan
  - Goal Access Universal Life Plan (Protection)
  - Jade/Jade Ultra Global Generations Universal Life
  - HSBC Term Protector
  - Privileged Term Protection Plan
  - Mortgage Protection Plan
  - HSBC Health Goal Insurance Plan
  - HSBC Voluntary Health Insurance Scheme Standard
  - HSBC Voluntary Health Insurance Scheme Flexi
- be the policyholder of all eligible policies with a sum of annual premiums of HKD1,000.00 or above (before any discount is applied). The HKD equivalent value of annual premiums denominated in currencies other than HKD will be assessed at HSBC Life’s discretion. The sum of annual premiums of all your eligible policies should be kept at no less than HKD1,000.00 (or HKD 1,700.00 under the applicable option) throughout the 24-month duration of the Programme. Refer to **Section B: The Programme Apple Watch option** and **Section C: The Programme RewardCash option** for more details;
- maintain your status as a valid “HSBC HK Mobile Banking” app user throughout the 24-month duration of the Programme;
- own at least one iPhone (an Apple Inc. product) whose iOS version is compatible with “HSBC HK Mobile Banking” app and ensure the model of your iPhone is compatible with the Apple Watch model you select. You are recommended to update your iPhone with the latest iOS version. Non-iPhone devices are not eligible for the Programme; and

- hold at least one personal credit card issued by HSBC (“Eligible Card”). You may select Apple Watch as your reward option if you join the Programme with an HSBC Visa/ Mastercard credit card denominated in Hong Kong dollar; otherwise or you may select RewardCash as your reward option if you join the Programme with an HSBC Visa/ Mastercard/ UnionPay credit card denominated in Hong Kong dollar, US dollar or Renminbi. Such credit card accounts should be kept valid and in good standing during the 24-month Programme period. Please refer to **Section B: The Programme Apple Watch option** and **Section C: The Programme RewardCash option** for more details;

2. Unless otherwise specified, you can only join the Programme once; selecting either the Programme RewardCash option or the Programme Apple Watch option.

3. Only eligible HSBC Life customers that are applying as individuals on their own behalf may enroll upon the Programme (but not corporations or other legal entities).

4. Unless otherwise specified in these General Terms and Conditions or in any other documents relevant to the Programme, you cannot transfer, assign, sell, barter or pledge your rights to benefits to another person.

## **B. The Programme Apple Watch option**

1. Once HSBC Life approves your membership of the Programme under this option, HSBC Life will place an order for your Apple Watch with Apple, in accordance with your customization instructions on Apple Watch style and any other upgrade options available, for which you will enter into a 24-month interest free instalment plan with HSBC with your designated HSBC credit card (the “Instalment Plan”). The Instalment Plan will start on the 2nd month after your programme starts. You should not resell your Apple Watch. “Terms and Conditions for the Credit Card Interest-Free Instalment Plan applicable to Personal Credit Card Cardholders” are applicable and you may refer to (<https://cdn.hsbc.com.hk/content/dam/hsbc/hk/docs/credit-cards/interest-free-instalment.pdf>) for further details. If, further to the termination of your designated HSBC credit card you cannot meet your instalment obligations under this option, HSBC/ HSBC Life may request you to immediately repay the total amount of all instalments outstanding under the Instalment Plan for your Apple Watch, by cheque or other means acceptable to HSBC/ HSBC Life.

2. Once your Programme starts, you enter into a benefit scheme that runs for 24 consecutive calendar months (each such calendar month being a period commencing on the 1<sup>st</sup> day and ending on the last day of the same month; a “Programme Month”), starting on the 1<sup>st</sup> day of the month indicated in the welcome email sent by HSBC/ HSBC Life. If your average steps per day for each Programme Month recorded in your HSBC HK Mobile Banking app is high enough to meet the step targets listed in **clause B 3. or clause B 4.** below, you will earn a monthly redemption benefit which will offset, partially or in full, each monthly instalment towards your Apple Watch. Taking an Apple Watch (without the additional cellular option) as an example, to earn back the “full” value of the Apple Watch as debited, you would require to meet or exceed the highest average steps per day target of 9,000 for each one of the 24 Programme Months (with the number of average steps per day counted and calculated being reset back to “0” at the start of each Programme Month).

3. You are eligible to the benefit scheme below if the sum of your annual premiums of your eligible policies is between HKD1,000.00 - HKD1,699.99.

Average steps per day for the month	Redemption benefit for the month
9,000 steps or more	HKD90
7,000-8,999 steps	HKD60
5,000-6,999 steps	HKD30
Less than 5,000 steps	HKD0

4. You are eligible to the benefit scheme below if the sum of your annual premiums of your eligible policies is HKD1,700.00 or above.

Average steps per day for the month	Redemption benefit for the month
9,000 steps or more	HKD130
7,000-8,999 steps	HKD100
5,000-6,999 steps	HKD50
Less than 5,000 steps	HKD0

5. Once you enter into either one of the benefit schemes per **clause B 3. or clause B 4.** above, you cannot switch to the other benefit scheme through adjusting the sum of your annual premiums. Should the sum of your annual premiums drop below the required threshold, HSBC Life may terminate your membership of the Programme at its discretion.

6. You will see a debit transaction for your Apple Watch interest free instalment on your credit card statement on each Programme Month, starting from the 2<sup>nd</sup> Programme Month. The redemption benefit earned for your Apple Watch for the relevant Programme Month will be credited to your designated HSBC credit card account on or after the 18<sup>th</sup> day of the next Programme Month (“Settlement Date”). You will see a credit transaction on your credit card statement for any such redemption benefit earned. For example, your 1<sup>st</sup> redemption benefit will be credited to your designated HSBC credit card account on or after the 18<sup>th</sup> day of the 2<sup>nd</sup> Programme Month which will, in whole or in part, offset the 1<sup>st</sup> instalment for your Apple Watch debited on the same 2<sup>nd</sup> Programme Month. Any instructions associated with changing your designated HSBC credit card account should be made effective at least 5 working days in advance of the 18<sup>th</sup> day of a Programme Month.

7. You are obligated to keep the validity of your designated HSBC credit card for the duration of the Programme. If at any time your designated HSBC credit card on which the Instalment Plan is provided becomes invalid, the total amount of all instalments outstanding under the Instalment Plan will become immediately due and payable by you. In this scenario, HSBC Life reserves the right to exercise its discretion to terminate your membership of the Programme, in which case no further redemption benefits will be payable; or in fact (and if feasible), agree to continue your membership of the Programme and, if required, designate another (new or existing) eligible HSBC credit card based on your instruction to receive any outstanding redemption benefits and those paid out going forward.

8. You should regularly log onto the “HSBC HK Mobile Banking” app to have your health and wellness data automatically synchronised with HSBC and HSBC Life. HSBC Life shall refer to the latest steps record in your “HSBC HK Mobile Banking” app for the purpose of calculating the level of redemption benefit due (if any) according to the above benefit schemes under **clause B 3. or clause B 4.**

9. The Programme will end immediately after completion of 24 Programme Months. The last redemption benefit (if any) will be paid out on the next calendar month after the completion of the programme. You will no longer be eligible to receive redemption benefits once the Programme concludes.

10. HSBC Life may (at its discretion and subject to availability), offer you various options to upgrade your Apple Watch (and/or any ancillary services or accessories) at an additional cost. Should you choose to upgrade, the additional cost of the upgrade will be incorporated into and spread across your 24-month interest free instalment plan.

11. HSBC Life does not guarantee the Apple Watch model you select shall be available and in stock. Apple will inform HSBC Life if any Apple Watch models subsequently becomes unavailable/out of stock. If so, and if applicable to you, HSBC Life will contact you directly to re-arrange selection and delivery of your chosen Apple Watch model and/or any selected customization and/or accessorisation options detailed under the Programme. Note, you should ensure the model of your iPhone is compatible with the model of the Apple Watch you choose. If you do not wish to proceed with your programme application on the basis of any alternative options for an Apple Watch model (including customization and/ or accessorisation options) offered to you under the Programme, you may select to withdraw your programme application.

12. Apple is responsible for fulfilling delivery of your Apple Watch to you. The delivery of your Apple Watch is subject to availability of Apple Watch inventory as managed by Apple, and over which HSBC Life has no influence and accepts no liability/ responsibility. In general, your Apple Watch will be delivered to you within one (1) month. You consent to HSBC sharing your delivery address provided to HSBC Life for the purpose of placing the Apple Watch order, along with your name and contact details, to Apple. The address you provide for your Apple Watch delivery should be within Hong Kong SAR only. You will be contacted by Apple and/ or the courier(s) acting on their behalf to arrange and mutually agree a delivery schedule for your Apple Watch. You are responsible for responding to and communicating with Apple and/or the courier(s) in a timely manner. HSBC/ HSBC Life shall not be held liable (or responsible for providing a replacement Apple Watch) if the provision of an incorrect delivery address to HSBC Life (or any alternative delivery address and/ or contact number arranged directly with Apple and/or the courier(s) for the purpose of the Apple Watch delivery), leads to your Apple Watch being lost, damaged or stolen. Under these circumstances (and if in any other circumstances your Apple Watch is lost, damaged or stolen following successful delivery) your obligation to pay the monthly installments towards the Apple Watch under the Instalment Plan, and your membership of the Programme, will continue.

13. If for any reason you fail to receive your Apple Watch from the courier(s), please promptly contact HSBC Life to rearrange your Apple Watch delivery.

14. You will receive a welcome email from HSBC Life following the successful delivery of your Apple Watch. Upon receipt, you should check that your Apple Watch is in good working condition, and/or that the Watch model and/or its accessories match the options you selected in the application. If not, then you should inform HSBC Life of this fact before the date specified in the welcome email. The Apple Watch you received is subject to Apple's warranty policy. If you find the Apple Watch you received for this Programme is faulty, you should approach Apple's technical support – the Genius Bar in any of Apple's retail stores for diagnosis of your Apple Watch. Apple may request you to present them with a proof of purchase, which will be provided in the welcome email (sent by HSBC Life) after your watch is delivered. If, following Apple's diagnosis, a replacement watch is needed, you may be given an Apple Care case ID. You should



then call HSBC Life (with the Apple Care case ID) to arrange for your Apple Watch replacement. HSBC Life will then make arrangements with Apple to collect the defective watch from you and rearrange the delivery of a new Apple Watch, and shall postpone the start date of your Programme by one (1) month. If however, your Apple Watch is found to be defective after the date specified in the welcome email, you may need to resolve the issue directly with Apple in accordance with Apple's warranty policy, and should inform HSBC Life in order that we may exercise our discretion to postpone your Programme membership.

15. HSBC Life may send you important information relevant to the programme via push notifications from the "HSBC HK Mobile Banking" app, for which we recommend that you ensure the option to receive push notification via the alerts service is turned on within the HSBC HK Mobile Banking app's settings and within the iPhone's and Apple Watch's settings.

### **C. The Programme RewardCash option**

1. Once HSBC Life approves your membership of the Programme under this option, you will enter into a benefit scheme that runs for 24 consecutive calendar months (each such calendar month being a period commencing on the 1st day and ending on the last day of the same month; a "Programme Month"), starting on the 1st day of the month indicated in the welcome email sent by HSBC/ HSBC Life. If your average steps per day for a Programme Month as recorded in your HSBC HK Mobile Banking app is high enough to meet the step targets listed in clause C 2., you will earn RewardCash according to the benefit scheme thereunder. The number of average steps per day that are counted and calculated is reset back to "0" at the start of each Programme Month.

2. You are eligible to the benefit scheme below if the sum of your annual premiums of your eligible policies is HKD1,000.00 or above.

<b>Average steps per day for the month</b>	<b>Reward benefit for the month</b>
9,000 steps or more	RC \$50
7,000-8,999 steps	RC \$30
5,000-6,999 steps	RC \$15
Less than 5,000 steps	RC \$0

3. If you have entered into this benefit scheme and the sum of your annual premiums drops below the required threshold, HSBC Life may terminate your membership of the Programme at its discretion.

4. The RewardCash earned for the relevant Programme Month will be credited to your designated HSBC credit card account on or after the 18<sup>th</sup> day of the next Programme Month ("Settlement Date"). Any instructions associated with changing your designated HSBC credit card account should be made effective at least 5 working days in advance of the 18<sup>th</sup> day of a Programme Month.

5. Usage of RewardCash is bound by the RewardCash Terms and Conditions. See (<http://www.hsbc.com.hk/credit-cards/rewards/terms/>) for more details.

6. You are required to maintain the validity of your designated HSBC credit card throughout the duration of your membership of the Programme. If at any time before your programme completion your HSBC credit card designated for the Programme becomes invalid, HSBC Life may exercise its discretion to





terminate your membership of the Programme, in which case no further RewardCash will be payable; or in fact (and if feasible), agree to continue your membership of the Programme and, if required, designate another (new or existing) eligible HSBC credit card based on your instruction to receive any outstanding RewardCash and those paid out going forward. The terms and conditions of the Eligible Card and RewardCash Programme will apply.

7. You should regularly log onto the “HSBC HK Mobile Banking” app to have your health and wellness data automatically synchronised with HSBC and HSBC Life. HSBC Life shall refer to the latest steps record in your “HSBC HK Mobile Banking” app for the purpose of calculating the level of redemption benefit due (if any) according to the above benefit scheme.

8. The Programme will end immediately after completion of 24 Programme Months. The last RewardCash (if any) will be paid out on the next calendar month after the completion of the programme. You will no longer be eligible to receive RewardCash as your reward benefits once the Programme concludes.

9. HSBC Life may send you important information relevant to the programme via push notifications from the “HSBC HK Mobile Banking” app, for which we recommend that you ensure the option to receive push notification via the alerts service is turned on within the HSBC HK Mobile Banking app’s settings and within the iPhone’s and Apple Watch’s settings.

## **D. Termination or Cancellation of Membership of the Programme (or Withdrawal of Application)**

### **1. Termination**

HSBC Life reserves the right to terminate your programme at any time, provided that we shall (if possible) give you at least thirty (30) days’ notice of such termination, save for the following circumstances where we may terminate immediately:

- you no longer meet the eligibility criteria for membership of the Programme as stated herein;
- you (or anyone acting on your behalf) are detected to be involved in dishonest or fraudulent behavior, or misrepresentation / abuse or any other inappropriate acts, in relation to the Programme;
- you no longer hold a valid banking relationship with HSBC;
- your passing away.

Once your programme has been terminated, you cannot rejoin the Programme. If we terminate the contract under certain of the above circumstances, and you selected and have received the Apple Watch under the Programme Apple Watch option, we may require (to the extent that it is applicable) that you: 1) continue to repay your Apple Watch in accordance with the Terms and Conditions of the Instalment Plan; or 2) settle the full cost of the Apple Watch with HSBC Life by cheque or other means acceptable to HSBC Life. Nothing in this provision shall prevent HSBC/HSBC Life’s taking any other action within our legal rights. HSBC Life accepts no responsibility or liability for any direct, indirect or consequential damage or loss arising from or in connection with the termination of your membership of the Programme.

### **2. Withdrawal or Cancellation**



You may choose to withdraw your application to the Programme at any time before HSBC Life approves your membership of the Programme, or may cancel your membership of the Programme at any time after it is approved, by submitting a withdrawal or cancellation request by either:

- sending (by mail) a written instruction to this effect to HSBC Life, whose address is 18/F, Tower 1, HSBC Centre, 1 Sham Mong Road, Kowloon, Hong Kong SAR, including your full name and address, and if available your contact email or telephone number; or
- contacting our HSBC Life service hotline at (852) 2583 8000.

If you cancel your membership of the Programme prior to completion, you shall no longer be eligible to receive reward benefits under the Programme going forward, and will be unable to rejoin the Programme thereafter. If such cancellation request is made before you receive your Apple Watch, you should refuse to accept your Apple Watch. Subject to applicable laws and regulatory requirements, we shall thereafter remove any health and wellness data collected by the HSBC HK Mobile Banking app and you should switch off all iPhone or app options to share such data with the HSBC HK Mobile Banking app. If you selected the Programme Apple Watch option and have already received your Apple Watch, the Terms and Conditions of the Instalment Plan for your Apple Watch and your obligation to repay the instalments thereunder, will remain in effect. If however you request to cancel your membership of the Programme before your Instalment Plan towards your Apple Watch starts (which is on the 2<sup>nd</sup> Programme Month stated under **clause B 1.**), and have already received your Apple Watch, you are obligated to settle the full cost of the Apple Watch with HSBC Life by cheque or other means acceptable to HSBC Life.

#### **E. Other Important Information**

1. For monetary disputes arising between HSBC and you in respect of the online application process, HSBC will enter into a Financial Dispute Resolution Scheme process (FDRS) with you. However, any dispute over the contractual terms of the Programme shall be resolved between HSBC Life and you directly.
2. No person other than you, HSBC and HSBC Life will have any right under the Contracts (Rights of Third Parties) Ordinance to enjoy the benefit to or enforce any of the provisions stated in these General Terms and Conditions.
3. These General Terms and Conditions are governed by and will be construed according to Hong Kong SAR laws
4. HSBC, HSBC Life and you submit to the non-exclusive jurisdiction of the courts of Hong Kong SAR in relation to any proceedings arising out of or in connection with these General Terms and Conditions.
5. If for any reason, any part of these General Terms and Conditions or other documentations relevant to this Programme are found to be void or unenforceable, the remaining provisions shall remain in full force and effective and may be enforced to the fullest extent possible. No failure or delay by HSBC Life in exercising any or enforcing any right, power or privilege shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

6. You consent to receive documents and other information in relation to your membership of the Programme and any other arrangements you have with HSBC and/ or HSBC Life by electronic communication to the most recent email address and mobile phone number that HSBC and/ or HSBC Life have as per your records with HSBC and/ or HSBC Life. You authorize HSBC and/ or HSBC Life to act on instructions received electronically. You also consent to receive electronic transmission (email, SMS, telephone and other means of communication) in respect of your membership and participation in the Programme. You acknowledge that hard copy documents and information may not be given and that electronic communications must be regularly checked. HSBC and/ or HSBC Life shall not be responsible for correspondence neglected, lost or destroyed. Notwithstanding these consents, HSBC and/ or HSBC Life may still send you hard copy documents and information in certain circumstances. You are responsible for advising HSBC and/ or HSBC Life of any changes to your contact details, including email address, mobile phone number and physical mail address. HSBC and/ or HSBC Life shall not be liable for failing to deliver a notice to you when you have failed to comply with the foregoing.

7. Your membership of and participation in the Programme is based on mutual trust. Should HSBC / HSBC Life detect (including through our use of pattern recognition technology and other forms of data analysis) any dishonesty or fraud or misrepresentation or abuse of the Programme, or any other inappropriate acts by you or anyone acting on your behalf, HSBC and/or HSBC Life may take such action as is consistent with our legal rights, which may have one or more of the following consequences:

- a. benefits may not be awarded;
- b. your membership of the Programme may be cancelled or terminated;
- c. all your benefits under this Programme may be lost or forfeited;
- d. you may have to return to HSBC Life any benefits received under this Programme;
- e. you may no longer be eligible for the Programme;
- f. the matter may be referred to the appropriate authorities;
- g. HSBC and/ or HSBC Life may take any other action within our legal rights

8. HSBC Life is not a licensed medical provider and are not experts on any health related questions. The Programme does not provide and is not intended to be a substitute for medical advice or treatment. Should you have any health-related questions, you should seek consultation from your healthcare provider or doctor. HSBC Life does not accept any liability with respect to death, injury or any consequential damage or loss arising from or in connection with the Programme.

9. Nothing in these General Terms and Conditions shall limit or exclude our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation;
- c. any matter in respect of which it would be unlawful for us to exclude or restrict liability, including where we have contributed to or caused the loss, and (to the extent that they are applicable) breach of any relevant terms implied by any applicable statutes.

**Last Updated Date**

12<sup>th</sup> July 2022