

Key Features Document

Employee Pension Plan

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This document outlines the main features of Your Employee Pension Plan (hereafter to be referred to as the '**Plan**'), as provided by HSBC Life Assurance (Malta) Ltd. It is important that you read this Key Features Document in conjunction with the following additional documents:

- Employee Pension Plan Brochure;
- Policy Terms and Conditions (**PT&Cs**);
- HLM Fund Fact Sheets;
- Key Information Document/s (Investment option information) for the HLM Funds;
- Your Personal Illustration;
- Your Proposal Form; and the
- Policy Schedule.

This Plan is governed by the laws of Malta and subject to the exclusive jurisdiction of the Maltese courts.

Documentation will only be provided in English text and we will also send any correspondence to you in English. You may communicate with us in either English or Maltese.

Terms in caps are defined under **Section 17** of this Key Features Document and shall have the same meaning as provided for in the Policy Terms and Conditions except if specifically defined herein.

Cooling-Off period

You have the right to cancel the Plan within thirty (30) days from receiving the Statutory Notice (a document HSBC Life issues which informs You of your right to cancel the Policy during the Cooling-Off Period and for which you are to acknowledge receipt), by completing and returning the Notice of Cancellation to Us or the Bank. In this case, the Policy will be null and void. Any Premiums paid will be refunded in full subject to any reduction necessary to reflect downward movements in the Offer Price of Units allocated to Your Policy between the Commencement Date of the Policy and the next Valuation Date following receipt by Us or the Bank of such Notice of Cancellation. No benefit can be claimed under such Policy once the Notice of Cancellation has been sent to Us or the Bank. Any such Notice of Cancellation shall be irrevocable once sent.

The Statutory Notice and the right of cancellation thereunder will not be applicable:

- if the policyholder is not an individual person;
- where the Plan has already been purchased and You are only effecting an increase in premium.

1. Plan Description

1.1. What is the Employee Pension Plan (the 'Plan')?

The Plan is a Linked Long term contract of insurance which can accept regular and lump sum Contributions from Your Employer and You during Your term of employment.

The Plan is recognised by the Commissioner for Inland Revenue as a Qualifying Pension Scheme under the Voluntary Occupational Rules (S.L. 123.175), which means that Contributions may be eligible for tax credits if You meet the relevant tax eligibility criteria. Tax credits are also available to Your Employer.

See section 6.1 for details of the tax credits You and Your employer may be eligible for.

1.2. Aims of the Plan

The Plan aims to build up a sum of money, which will be used to provide a regular income during Your retirement ('Programmed Withdrawals'), in order to supplement the State Pension. Prior to starting the Programmed Withdrawals and subject to certain regulatory conditions being met, You may also opt to withdraw a cash lump sum of up to 30% of the value of Your Plan at the date of withdrawal, which is exempt from tax in Malta.

You may opt for such a lump sum at an age which is not earlier than age 61 and not later than age 70, but only where Your Plan has been in place for at least 10 years. You may withdraw the lump sum in one or more instalments over a period which does not exceed a year from the first instalment.

The Plan offers a range of local and international investment options through the HLM Funds, providing a convenient way to indirectly invest in global and local financial markets. You have the flexibility to switch between the HLM Funds allowing You to react to market developments.

1.3. Your Employer's Commitment

Your Employer shall agree to pay a regular Contribution throughout the term of Your Plan. You may also choose to add further contributions in addition to those of your Employer. Contributions made by You, if any, shall be payable through payroll deduction by Your Employer.

You will tell Us about changes that might affect Your Plan.

Your Employer shall also enter into an agreement with HSBC Life on the process flow and timeline requirements in respect of the remittance of the Contributions to HSBC Life representing the Employer contributions and, where applicable, the contributions from your payroll. Please refer to section 3.2 for further details.

2. Risk factors of the Plan

- The Plan invests in HLM Funds and offers no capital protection or guarantees of performance.

- The HLM Funds in which You can choose to invest Contributions have different levels of risk, so it is important that You are comfortable with the way Your money is invested.
- Investment is for the long term, normally until you reach retirement age. In terms of current legislation, you can only access the benefits once you are 61 years of age and not later than age 70, but only where Your Plan has been in place for at least 10 years. This may change depending on applicable legislation at time of withdrawal.
- If You transfer the Plan to another Qualifying Scheme with any third party provider, during the first five years, transfer charges shall apply. A new Qualifying Scheme, may also result in different conditions and charges becoming applicable.
- Inflation reduces the future purchasing power of the value of Your Plan.
- The value of Your Plan when You retire may be less than illustrated if:
 - Investment performance is lower than illustrated;
 - There are any amendments to the tax rules and/or pensions legislation;
 - You/Your employer stop or reduce contributions to the Plan;
 - Plan charges increase. Advance notice will be provided in such case. See section 4 for details.

Liquidity Risk

The illiquidity of some of the underlying funds within the Plan that could arise from the markets and/or securities in which the underlying funds invest, may create potential risks for investors in that the underlying fund/s may sometimes experience delays in liquidating assets in order to maintain their own liquidity requirement. In such case, the HLM Unit-Linked Fund investing in that underlying fund may in turn experience delays to liquidate its units within the underlying fund/s due to a request for a Lump Sum Payment, where applicable or to effect the Programmed withdrawals. In such circumstances, HSBC Life has the right to suspend its order to liquidate its holdings in the underlying funds until the underlying fund/s regain their liquidity. This could result in the delay in the payment of the Lump Sum Payment, if applicable, and/or the Programmed Withdrawals if the other liquidity mechanisms in the Plan (such as cash holdings/ other funds not affected by liquidity issues) are not sufficient to meet the Lump Sum Payment and/or the Programmed Withdrawals.

The Plan is designed as a savings plan for retirement purposes **and an early surrender of the Plan is not allowed**. This product is therefore a long term commitment and You must bear in mind that You will not be able to access

any benefits before You reach the age of 61* and before 10 years have passed from the commencement date of Your Plan. Benefits must commence before You reach age 70.

Past performance is not necessarily a guide to future performance. The value of investments and the currency in which they are denominated may go down as well as up and You may not get back Your and/or Your employer's, total Contributions.

Please read this section also in conjunction with **'What will affect my return?'** contained in the Product Brochure and, the Summary Risk Indicator section in the KID of the HLM Funds.

3. Key Features of the Plan

3.1. Eligibility

Minimum age at entry: Policyholder/Life Assured 18 years (Age Next Birthday 19).

Maximum age at entry: Policyholder/Life Assured 59 years (Age Next Birthday 60).

3.2. Contributions and Time Window

Regular Contributions

Contributions are to be paid monthly, with the minimum amount being €60 per month (including both Your Employer and Your contributions, if applicable). Contributions are paid into the Plan by Your Employer for Your benefit or by both You and Your Employer during the term of employment. Currently there is no maximum limit on the amount You may contribute, however the amount eligible for tax credits is determined by legislation and your personal tax status which may change from time to time.

We will inform you should we introduce a maximum limit on the amount of Contribution or change the minimum amount.

Increases in Regular Contributions

Currently You and/or Your Employer are allowed to increase the original regular Contribution amount without any set maximum limit. You and/or Your Employer will have a time window of 30 days each year (as would be specified by Us) when the Contribution may be increased. We will inform you in advance should we introduce or stop any limit or change the above time window.

Decreases in Regular Contributions

You and/or Your Employer may decrease your Contribution at any time, subject to maintaining the minimum Contribution noted above (as may be amended from time to time).

*Age is determined by legislation which may change from time to time.

Premium Holiday

Contributions can be suspended at any time during the life of the Plan. You can resume contribution payments, as long as your Plan still has a value. The premium holiday facility can be renewed annually after completing a financial planning review and renewal is subject to the Company's (HSBC Life) discretion. Any premium holidays will decrease Your end benefits.

You will need to speak to any of the HSBC Bank Wealth Advisors prior to applying for a Premium Holiday.

Please also note that any illustration/projections of potential returns that may have been provided at the time of taking up the Plan or at any subsequent point, would not have taken into account any possible premium holidays.

In the case that you decide to suspend Your contribution, if applicable, and Your Employer's contribution still meets the minimum contribution criteria of €60 monthly than a decrease in contribution will be effected (as detailed under Decreases in Regular Contributions above).

Single Add-Ons

Unless otherwise notified, You are allowed to effect single add-ons, subject to a minimum amount of €300 per add-on.

You will need to speak to any of the HSBC Bank Wealth Advisors prior to progressing with any add-on instructions.

Time Window

As part of an agreement signed between HSBC Life and Your Employer an initial time window is established during which applications to subscribe in the Plan from eligible employees (having Your same Employer) may be received. Contributions by Your Employer and You (if applicable) and those of other eligible employees will then be aggregated and routed to HSBC Life through Your employer. The premium allocation within your Plan will only be made once the payment of the aggregate contributions from Your Employer are received by HSBC Life and once this is confirmed and accepted by Us to be correct. Aggregate Contribution payments received by HSBC Life prior to 09:00 am which are confirmed correct will be processed on the same day while payments received after 09:00 am will be processed on the next business day.

Once allocation is effected, You will be issued units in Plan (representing the contributions made by Your Employer and You). This means that there will be a time period from when You submit Your application and, where applicable, also from the time Your contribution is deducted from your payroll, until the allocation and issue of Your units in the Plan.

Furthermore, if for any reason there is a discrepancy in the aggregate contribution payment made by Your Employer or in the information provided by Your Employer in respect of any one eligible employee, HSBC Life may delay the allocation and issue of Units in the Plan until position is regularised and it is satisfied that all information provided is correct and consistent with applications received.

An annual time window is also established for the option available to Your Employer, to You and other eligible employees to increase Contributions in the Plan.

Information on the applicable time windows is available from Your Employer, HSBC Bank or from HSBC Life.

What happens if You leave Your employment or Your Employer ceases making Contributions to the Plan?

If you leave Your current employment **and Your new employer offers an alternative Qualifying Scheme**, you may transfer your Plan to the Qualifying Scheme established by Your new employer.

You will be entitled to transfer the investment value of the units linked to Your Plan at that point in time.

On the other hand, **if no other alternative Qualifying Scheme is offered**, You may retain Your vested pension rights as dormant pension rights in the Plan in the form of the accumulated funds in Your Plan but You will not be able to make any further Contributions. The underlying funds linked to Your Plan will continue to be invested in the same manner and their value adjusted according to the performance of the underlying funds and will remain locked in until you are eligible to withdraw benefits. Switches and re-direction will be possible during the time window.

You may also choose to convert Your Plan to a Personal Retirement Scheme with Us (or with any third party provider) and continue to save towards Your pension by making further contributions.

Transfer/Conversion charges will apply if transfer/conversion is done within the first 5 years of the Plan. Refer also to the sections headed "Transfers" and "Transfer/Conversion Charges" under sections 3.4 and 4.5 respectively. Where the Plan is being transferred or converted to another Qualifying Scheme offered by HSBC Life no transfer/conversion charges shall apply.

3.3. Taking Benefits

When will the Plan pay out Retirement Benefits?

The Plan will pay out when You decide to start taking Your benefits subject to the following conditions:

- Under current legislation You may start taking the benefits from Your Plan only when You reach 61 years of age and not later than the age of 70¹.
- Additionally benefits cannot commence until 10 years from the Commencement Date of the Plan.

What benefits are available?

You may opt to withdraw up to 30% of the Plan value as a lump sum upon reaching the age of 61 and after the Plan has been in place for at least 10 years, which lump sum is exempt from tax in Malta.

The remaining balance of the Plan is to be used to provide You with an income which is subject to income tax. Please refer to **Important Note** below.

What happens on death of the Life Assured?

In the event of Your early death, We will pay Your designated Beneficiary:

- The higher of the Guaranteed Life Assurance (€2,500) or the Bid Value of Your Plan as at the date of notification of death if death occurs before the age of 60; or
- The Bid Value of Your Plan as at the date of notification of death, if death occurs after the age of 60.

If no Beneficiaries are designated, upon death the Plan will pay benefits to Your heirs at law.

Important Note: Legislation is subject to change and may also affect/change the amount of lump sum you can access from your Plan in the future.

Should you require more information please contact, your Premier Relationship Manager or a Financial Planning Advisor at HSBC Bank or any other independent financial advisor of your choice.

¹Age limits are as per current legislation which may be subject to change in the future.

3.4. Transfers/Conversions

The Plan may be transferred to another Qualifying Scheme at any time, however transfer charges will apply to the Bid Value in the first 5 years as detailed under section 4.5.

Your Plan may only be transferred to another Voluntary Occupational pension plan which is deemed to be a Qualifying Scheme.

Alternatively, it may be converted into a Qualifying Personal Retirement Scheme.

The funds linked to your Plan may need to change upon transfer/conversion.

3.5. Allocation of Contributions

Upon receipt of Contributions, We will use that portion of the Contribution available for investment (according to the Allocation Rate described in Section 4.3) to purchase Units in the HLM Funds at the Offer Price determined on the next valuation date after the Plan is issued and based on the fund proportions chosen by You. Subsequent Contributions are allocated at the next valuation date after the Contribution is received and accepted by HSBC Life.

The Units will be notionally allocated to Your Plan for the purposes of determining the benefits attributable to You as the Policyholder although the Units are not actually owned by You. We will remain the legal owner of the underlying Funds and investments.

4. Plan Charges and Allocation Rates

4.1. Policy Fee

No Policy Fee is deducted from Contributions made to the Plan, or from the Plan itself.

4.2. Bid/Offer Spread

The Bid/Offer spread is the difference between the Offer Price (the price at which You buy units in a Fund) and the Bid Price (the price at which You sell units in a Fund).

The Offer Price is 5% higher than the Bid Price on the Funds, which means that the immediate valuation of Your Plan may appear lower than the initial Contribution made. An example is included in Section 4.3 to demonstrate the impact of the Bid/Offer spread and the extra Allocation Rate which may be applied to Your Contribution.

4.3. Allocation Rate

The allocation rate is the proportion of Your Employer's Contribution (and Your's, if any) which will be allocated to Your Plan to purchase Units in the HLM Fund/s of Your choice. The following allocation rates will apply to the total Contribution made:

Regular Monthly Contribution	Allocation Rate
€60.00 – €99.99	100.00%
€100.00 – €199.99	102.00%
€200.00 – €399.99	103.50%
€400.00+	104.50%

Single Add-Ons

€300.00 – €14,999.99	103%
€15,000.00 – €39,999.99	104%
€40,000.00+	105%

This also means that if during the term of your Plan the Contribution is increased or decreased in such a manner that the monthly/total Contribution moves into a new monthly/total Contribution band as indicated above, the Plan will enjoy an increased allocation rate or be subject to a lower allocation rate accordingly.

Any changes to the above quoted allocation rates will be notified to you in advance.

Regular Contribution allocation and Bid/Offer Spread example:

Monthly Contribution of €150 in the HLM Balanced Fund. Allocation: €150 x 102% = €153.00

Units Purchased: €153.00 ÷ €4.882 (Offer Price) = 31.34 units

Value of Units 31.34 units x €4.637 (Bid Price) = €145.32

Warning: Bid/Offer Prices used are as at 28 June 2021 and the above example is for illustration purposes only.

4.4. Annual Charge

The HLM Unit-Linked funds are subject to a maximum annual charge of up to 1.5% that is reflected in the unit price. This annual charge reflects the underlying fund/s management charge as well as any additional charges taken by Us for operational expenses, partly relating to the administration and oversight of the funds. Annual Charges of each HLM Fund are detailed in the respective HLM Fund Fact Sheets and the HLM Fund KIDs available on our website www.hsbc.com.mt

4.5. Transfer/Conversion Charges

If You decide to transfer Your Plan to another Qualifying Scheme or convert it to a Qualifying Personal Retirement Scheme within 5 years from Commencement Date, the Bid Value of the Plan will be reduced by a transfer/conversion charge as follows:

Year	Transfer/Conversion Charge
1	20%
2	12%
3	8%
4	4%
5	2%
6+	No Charge

Following receipt of Your instructions to Us, the transfer value is calculated on the next valuation date less the transfer/conversion charge. The transfer value is not applied separately on the regular contributions and on each add-on, but as one value as highlighted in the table above.

Where the Plan is being transferred or converted into another Qualifying Scheme offered by HSBC Life, no transfer/conversion charges shall apply.

4.6. Switching Charges

Units already purchased in a HLM Fund may be switched to another HLM Fund at any time. You may switch the full amount held in the HLM Fund, or effect a partial switch, in which case the minimum amount to be left in any Fund is €250.

The first two switches per calendar year are free of charge. The third switch is subject to a fee of €50, with subsequent switches subject to a charge of €25. This charge is taken proportionately against the value of the unit holdings of the switched Funds. Unused free switches cannot be carried forward into the next year.

Switches are carried out on a Bid-Price to Bid-Price basis, i.e. Allocation Rates and Bid/Offer spreads are charged only when the Contribution is paid into the Plan.

Switches will be carried out at the prices of the next Valuation Day following Our receipt of instructions.

Notification of increase in Plan charges

An advance notice of 60 days will be provided to You in writing or by e-mail before any increase in charges comes into effect.

No advance notice shall be provided where the increase in Annual Charge does not result in a charge that is greater than the maximum limit of 1.5% noted in section 4.4.

In view of the nature of the Plan, You will not be able to surrender your Plan early if you do not agree with the new charges and Your funds will remain locked in until You are eligible to withdraw benefits. Your alternative options would otherwise be to transfer the Policy to another Qualifying Scheme or convert it to a Personal Retirement Scheme.

Please consider this aspect before making a decision. Please refer also to section 4.5 for Transfer/Conversion related charges.

Frequent investment switching or contribution redirection is not advisable; however this may be considered to be of particular value closer to Your retirement to consolidate any investment gains.

It is recommended that You meet your Financial Planning Advisor or Premier Relationship Manager on a regular basis to discuss the performance of the Plan/underlying Funds.

4.7. Impact of Foreign Exchange

The HLM Funds which invest in underlying funds denominated in foreign currency incur foreign exchange charges at the point of entry or exit of said funds. These charges will affect the value of the HLM Fund and will be reflected in the Unit Price.

You will benefit from lower global bulk transaction charges when We effect one payment on behalf of a large number of policyholders.

5. Investment Options

The Plan offers a wide range of unitised funds denominated in Euro. The number of funds available may vary. The HLM Funds are backed by local and international Fund Managers with underlying assets held in a range of currencies, primarily Euro, US Dollars and Sterling.

The Funds available were selected by Us in order to provide a wide choice and cater for investors of different ages, risk preferences, needs and for different market conditions.

5.1. Range of HLM Funds

The current range of HLM Funds available are:

Cash Funds:

- HLM Euro Cash Fund

Bond Funds

- HLM Global Bond Fund
- HLM Euro Bond Fund
- HLM Malta Bond Fund
- HLM UK Bond Fund
- HLM Emerging Markets Bond Fund
- HLM International Bond Fund

Equity Funds

- HLM US Equity Fund – Class 1
- HLM European Equity Fund
- HLM European Opportunities Fund
- HLM Asian Equity Fund
- HLM Japanese Equity Fund
- HLM Maltese Assets Fund
- HLM UK Equity Fund – Class 1
- HLM Global Property Equity Fund
- HLM Emerging Markets Equity Fund
- HLM International Equity Fund
- HLM Global Equity Fund – Class 1

Multi Asset Funds

- HLM International Aggressive Fund
- HLM International Balanced Fund
- HLM International Cautious Fund
- HLM International Moderately Aggressive Fund
- HLM International Moderately Cautious Fund

HLM In-House Funds

- HLM Cautious Fund
- HLM Balanced Fund
- HLM Aggressive Fund

The names of the funds reflect the nature of the asset class or investment strategy of the underlying investment. The HLM In-House Funds invest in a pre-determined mix of funds chosen from the other HLM Funds. For Your initial Contribution You may select up to 5 funds with a minimum Contribution of 20% in each Fund.

We may add, remove or change the HLM Funds available at any time subject to the conditions outlined in the Policy Terms and Conditions, a copy of which is available upon request from any HSBC branch or can also be provided to you by e-mail.

We may also add, remove, substitute and/or replace any underlying fund of an HLM Fund or underlying Fund Managers at any time. Full details of the underlying Fund Managers and underlying funds are available in the Fund Fact Sheets (as updated from time to time) which can be obtained from any HSBC branch or by visiting www.hsbc.com.mt then clicking on the "Investing" tab and selecting "Insurance forms" under 'Important Information' > Fund Fact Sheets > HLM latest fund fact sheets.

Changes, removals or replacement of underlying Fund Managers and/or underlying funds will be reflected in the Fund Fact Sheets only. No separate notification of changes to underlying Fund Managers and underlying funds will be made to You. However, should We make any removal or replacement of an HLM Fund, We shall notify You in advance.

The HLM Fund Fact Sheets are updated on a regular basis on the HSBC website and You should regularly refer to the most recent versions to remain updated on any important changes and monitor the performance of Your Plan. A copy of the latest HLM Fund Fact Sheets can also be obtained from one of HSBC Bank branches or by sending a request to HSBC Life.

5.2. How do I choose which HLM Funds to use?

This will depend on a number of factors, such as Your age, attitude to risk and investment objectives. For example, if You are still young, You may wish to invest a percentage of Your portfolio in equities. Although subject to volatility, equities in the long term usually outperform other forms of investment, although this is not guaranteed.

If You are nearing retirement, You may prefer the more cautious local or international bond funds that are typically subject to lower levels of volatility.

If You are neither particularly risk averse, nor a risk taker, a balanced selection of international and local bond and equity funds, giving a reasonable level of security but potential for capital growth, may be the most appropriate investment.

It is recommended that You obtain advice on the selection of Your investments under this Plan on a regular basis.

HSBC Bank Malta p.l.c. is our appointed distributor for this Plan and You may obtain advice from the Wealth Advisor of HSBC Bank Malta p.l.c. to help You choose the HLM Funds that best suit Your investment objectives and Your attitude to risk.

5.3. Fund Switching

You may transfer all or part of the units in the Funds that You had selected to other HLM funds. This is known as “switching” and it involves cancelling units in one Fund and purchasing units in another Fund/s. Full details including switching charges can be found under section 4.6.

This is done on a bid-to-bid basis with no additional Allocation Rate. This means that You will not be charged the Bid/Offer spread when switching.

When switching, You can transfer all the units to a new Fund. The originating Fund can also be held open with a value of not less than €250.

5.4. Redirection of Contributions

Future Contributions and single add ons can be routed to selected Funds, different from your current selection, by means of a “fund redirection”. Redirections are currently free of charge.

5.5. How is the value of the HLM Funds calculated?

The assets of each HLM Fund are valued every working day with the Bid Price and Offer Price determined for each Fund. The market value of the underlying assets and all other relevant factors including all expenses will be taken into account.

5.6. How can I find out the value of my Plan?

You can also check the indicative value of Your Plan which is updated on a weekly basis and/or view Your annual statement by using HSBC Bank Malta p.l.c.’s Online service*. For more details about this service, visit our website www.hsbc.com.mt. Statements can be provided at any time during the life of the Plan at your request.

You can contact your HMBT Premier Relationship Manager or a Financial Planning Advisor at HSBC Bank for an appointment. HSBC Bank is our appointed distributor for this product. An appointment can be requested through HSBC Bank website or by calling HSBC Bank Contact Centre on (+356) 2380 2380 from 8:00am to 04:00pm Monday to Friday excluding Public Holidays.

5.7. What happens if any of the underlying Funds were to fail or the underlying Fund manager/s were to become insolvent?

A Fund is a mixture of different assets. The contributions are invested into HLM Fund/s of Your choice. The contributions allow You to acquire units in the selected HLM Fund/s. The value of Your units in the Plan depends on the performance of these HLM Fund/s, which depends on the market value of the assets owned by these HLM Fund/s.

In the event of financial failure of any of these underlying assets held by the HLM Funds, the Bid and Offer Prices of the Funds would be reduced accordingly. The HLM Fund would however only fail completely if all of the underlying assets held by the HLM Fund were to fail. The above would be reflected also in value of Your units in the Plan. The underlying assets are Collective Investment Schemes administered by reputable Fund Managers. In most cases, the Collective Investment Scheme’s assets

*Values shown on the Online Banking Service are updated on a weekly basis and are only intended to be indicative. The final value may therefore vary significantly from the indicative value. You will also receive an annual statement of Your Plan showing the actual Plan Value on Your online banking platform. If no online banking service is held, You will receive the annual statement by post or e-mail.

are adequately ring-fenced and registered with independent custodians and are, therefore, protected against the insolvency of any such Fund Managers.

Warning: The Plan is not a protected or guaranteed investment, so any adverse price movements will be borne by You.

5.8. Do I need Central Bank approval for foreign investments?

No. All underlying investments are owned by Us. All the units allocated to Your Plan are deemed to be local investments.

6. What are the tax* implications on the Plan and on my benefits?

Given that the Plan qualifies as a Qualifying Scheme in terms of the Voluntary Occupational Pension Scheme Rules (S.L. 123.175), the income of the Plan is exempt from tax in Malta, other than income from immovable property situated in Malta, in terms of article 12(1)(d) of the Income Tax Act.

When accessing benefits, if You choose to exercise the cash lump sum option, is exempt from tax in Malta. The remaining balance of the Plan is to be used to provide You with an income which is subject to income tax.

Future changes in law and taxation, or Your own financial circumstances, could affect the tax treatment of this Plan and the amount of tax payable. Should you become resident in a country other than Malta, you should obtain advice of the impact of this Plan in that country.

6.1. Who is eligible for tax credits on Contributions?

To be eligible for the Government Tax Credit, You must be:

- 18 years of age, or older, at the time that a contribution is made;
- domiciled/resident in Malta for tax purposes;
- deriving income from an employment, chargeable to tax under article 4(1) (b) of Income Tax Act and be duly registered for Maltese income tax purposes;
- employed by a qualifying employer; and not benefit under the Highly Qualified Persons Rules (S.L. 123.126 of the Laws of Malta).

You can opt to complete the annual self-assessment tax return and declare Your contribution. If You do not complete a self-assessment tax return, no action is required. Personal tax credits are only available on your own contributions, not those made by Your employer for your benefit.

*The above is based on our understanding of current Maltese legislation and is not to be construed as tax advice. Before making any decision to invest in the Plan you may wish to seek specific and professional advice from your personal tax advisor.

** Tax credit applicable from year of assessment 2022

If eligible, the Commissioner for Revenue will issue You with a tax credit equal to 25% of the aggregate Contributions You made to the Plan, subject to a maximum of €750** (over 1 or more qualifying schemes in 1 calendar year) or such other amount as may be prescribed by law from time to time.

The tax credit, which will be issued by the Inland Revenue Department, can be applied either by an automatic deduction of the total tax amount payable or may be sent as a separate payment, depending on Your tax situation.

6.2 Pension Income

The Plan aims to build up a sum of money, which will be used to provide a regular income during Your retirement ('Programmed Withdrawals'), in order to supplement the State Pension. The Programmed Withdrawals will be fully taxable at your applicable personal tax rate.

Prior to starting the Programmed Withdrawals, subject to applicable regulations, you may choose, to withdraw a cash lump sum of up to 30% of the value of Your Plan at the date of withdrawal, which lump sum is exempt from tax in Malta. Please refer also to the "Important Note" on page 4 of this KFD.

In order to ascertain Your exact tax status, You should seek independent professional tax advice regarding Maltese and foreign tax legislation applicable to investment in unit-linked policies that are Qualifying Schemes in terms of the Voluntary Occupational Pension Scheme Rules (S.L. 123.175), and to income and gains derived from them and from their disposal.

Should You have any queries in relation to the payment of the tax credit and/or eligibility, it is recommended that You speak directly to the Inland Revenue Department.

We do not provide tax advice. The information above is based on tax law and practice currently applicable and may change from time to time.

6.3. Is there any tax* paid by the underlying funds of the HLM Funds ?

A fund may be classified as a "prescribed fund" and a "non-prescribed fund" for Maltese tax purposes.

When an HLM Fund invests in a "prescribed fund", investment income (as defined in the Income Tax Act) derived by the underlying prescribed fund is subject to a 10% or a 15% withholding tax (depending on type of income). Such tax is reflected in the unit price of the underlying prescribed fund and ultimately in the HLM Fund price. Furthermore, income from foreign investments held by the underlying prescribed fund may be subject to tax imposed by the country of origin concerned and such taxes will not be recoverable by such prescribed fund or by the HLM Fund or policyholders.

When an HLM Fund invests in a “non-prescribed fund”, any income and capital gains from investments held by the underlying non-prescribed fund is exempt from Maltese income tax, other than income from immovable property situated in Malta. Furthermore, income from foreign investments held by the underlying non-prescribed fund may be subject to tax imposed by the country of origin concerned and such taxes will not be recoverable by such non-prescribed fund or by the HLM Fund or policyholders.

Note: In general a “prescribed fund” is defined in terms of Maltese law as a fund resident in Malta, which has declared that the value of its assets situated in Malta amount to at least 85% of the value of the total assets of the fund. Other Maltese resident funds which do not have such an exposure to Maltese assets and all non-resident funds are treated as being “non-prescribed”. All the underlying funds linked to the HLM Funds are classified as “non-prescribed” funds with the exception of the underlying funds of the HLM Malta Bond Fund and the HLM Maltese Assets Fund which underlying funds are classified as prescribed funds.

Future changes in law and taxation, could affect the tax treatment of the underlying funds.

7. Will HSBC Life Assurance (Malta) Ltd be offering financial advice on this Plan?

No – HSBC Life Assurance (Malta) Ltd will not be providing advice on Your Plan.

Advice is provided through the Financial Planning Advisors or Your Premier Relationship Manager of our appointed distributor for this Plan, HSBC Bank Malta p.l.c. who are registered as Our Tied Insurance Intermediaries. Please note that the Wealth Advisors of HSBC Bank Malta p.l.c. do not provide ongoing advice so it is your responsibility to set up an appointment with the Wealth Advisor for regular reviews of your Plan.

8. How do I make a complaint?

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 ever need further information, have concerns or wish to raise a complaint, You may do so in person, in writing or by phone as follows:

- at Our address: HSBC Life Assurance (Malta) Ltd, 80, Mill Street, Qormi. QRM 3101. Malta
- at any HSBC Bank Malta branch
- by sending a secure message through HSBC Bank Malta Online Banking
- by calling HSBC Bank Malta Contact Centre on 2380 2380

We shall issue an acknowledgement upon receipt of Your complaint.

We will provide You with a definitive reply as soon as the relevant facts of the complaint have been investigated. In all cases We will provide periodical updates where a resolution is not available within 14 working days explaining the causes of the delay and providing an indication of when the complaint investigation is likely to be completed.

If Your complaint is not dealt with to Your satisfaction, You may contact the Office of the Arbiter for Financial Services at:

First Floor,
St Calcedonius Square,
Floriana FRN 5130,
Malta

or by visiting www.financialarbiter.org.mt.

Complaints with the Arbiter for Financial Services’ Office should always be made in writing. Making a complaint will not prejudice Your right to take legal proceedings.

9. Key Information Document (KID/s) for the HLM Funds

We make available the KID/s for each HLM Fund. To view these KID/s please visit www.hsbc.com.mt then click on the “Investing” tab and select “Insurance forms” under ‘Important Information’ > Key Information Document

10. Conflicts of Interest

A Conflict of Interest (“Conflict”) is a situation or arrangement where HSBC Group, or a company with which it has an association, (“HSBC”) and/or any of its employees is subject to multiple influences, the competition of which might adversely affect decision-making or outcomes in the course of conducting business.

A Conflict can be due to the competition of legitimate influences (such as acting for multiple clients), or the presence of harmful ones (such as personal gain). Because it provides a wide range of services, HSBC may from time to time have interests that conflict with its clients’ interests or with the duties that it owes to its clients.

Conflicts can arise between:

1. one client and another (client versus client);
2. HSBC and a client (HSBC versus client);
3. an employee and a client (employee versus client);
4. an employee and HSBC (employee versus HSBC); and/or
5. one part of HSBC and another (HSBC versus HSBC).

HSBC has established policies and procedures that are designed to identify, and prevent or manage Conflicts. Conflicts policies are reviewed at least annually. These policies and procedures include arrangements to safeguard the interests of clients.

How HSBC deals with Conflicts

HSBC's organisational structures are designed so that behaviour that could lead to Conflicts is not incentivised or rewarded. Where necessary, HSBC restricts the flow of information to certain employees in order to protect its clients' interests.

HSBC has procedures in place to:

- identify all types of potential Conflicts that could reasonably arise in the context of its activities;
- maintain registers of all potential Conflicts identified;
- prevent or manage Conflicts on an ongoing basis;
- disclose Conflicts where appropriate; and
- maintain evidence of all occurrences of Conflicts that cannot be managed.

Identifying Conflicts

Each of HSBC's Global Businesses is required to consider the types of potential Conflict relevant to the specific services and activities they carry out.

For example, potential Conflicts are considered when:

- developing a new product;
- establishing or amending any cross-referral, revenue sharing or joint venture arrangements; or
- transferring businesses, activities or operations (or parts thereof) to another part of the Group.

When potential Conflicts involve clients, the assessment also takes into account whether the Group and/or any employee:

- is likely to make a financial gain or avoid a financial loss at the expense of any client;
- has an interest in the outcome of a service provided to a client, or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome;
- has a financial or other incentive to favour the interest of one client (or group of clients) over another;
- carries on the same business as the client; and/or
- receives or will receive an inducement in relation to a service provided to the client from a person other than the client.

HSBC maintains internal registers, documenting and evaluating all identified potential Conflicts. These registers also record the controls in place to prevent or manage each type of Conflict, and are subject to regular oversight and review by HSBC senior management.

Preventing or managing Conflicts

HSBC structures the remuneration, deployment and management of employees in a way that minimises Conflicts.

Conflicts clearing procedures ensure that, where necessary, potential Conflicts are escalated and managed before HSBC is committed to a transaction.

In some cases, HSBC will consider declining to act for one of more clients. For example, if:

- a Conflict is too great;
- confidentiality obligations prevent adequate disclosure (see Disclosure, below); and/or
- informed consent cannot be obtained, or is an insufficient control to manage a Conflict.

A dedicated Conflicts Management Office, reporting to the Regulatory Compliance department, is the point of escalation for significant Conflicts, and resolution of cross-business Conflicts brought to its attention. Written reports on the services and activities reflected in the Registers of Conflicts are presented to senior management of the Group at least annually.

Disclosure

HSBC may make general disclosures to clients about certain types of potential Conflicts, explaining how such Conflicts are managed (for example, through separation of businesses or measures to prevent unauthorised sharing of confidential information) to mitigate the risk of damage to clients' interests. However, where HSBC has used all reasonable efforts to prevent or manage a Conflict, but the risk of damage to a client interests remains, a specific disclosure about the presence of a Conflict will be made to the client.

Specific disclosures will be made prior to the conclusion of a contract, in a durable medium, and include sufficient detail, taking into account the nature of the client, to enable that client to take an informed decision.

Your Employee Pension Plan

At times, a duty of confidentiality to one client might limit the disclosures that can be made to another.

Employees

HSBC requires its employees to apply good judgement and act with integrity, taking all appropriate steps to:

1. avoid personal Conflicts (for example, in their personal account dealings); and
2. proactively escalate personal Conflicts that do arise. No employee is permitted to advise a client on any matter in which they have a personal interest, nor take commercial decisions on behalf of the Group if those decisions are connected to their personal or external business affairs until steps have been taken to satisfactorily manage the Conflict.

HSBC will take all reasonable steps to identify, and prevent or manage, Conflicts of Interest.

11. Ownership and Group Structure

HSBC Life Assurance (Malta) Limited ("the Company") is a wholly owned subsidiary of HSBC Bank Malta p.l.c., the registered address of which is 116, Archbishop Street, Valletta, Malta. The Company's ultimate parent Company

is HSBC Holdings p.l.c., the registered office of which is 8, Canada Square, London E14 5HQ, United Kingdom. The proportion of ownership interest held in the Company by HSBC Holdings p.l.c. is 70.03% and of HSBC Bank Malta p.l.c. is 100%. The proportion of voting rights is the same.

The HSBC Group, headquartered in London, is one of the largest banking and financial services organisations in the world. HSBC's international network comprises offices in countries and territories in Europe, the Asia-Pacific region, the Americas, the Middle East, Africa and Turkey.

12. Solvency and Financial Condition Report

Every year we publish a Solvency and Financial Condition Report which provides information about Our performance, governance, risk profile, solvency and capital management. This report is available for Your reference on our website at www.hsbc.com.mt.

13. Important Considerations

The Policy Terms and Conditions shall constitute the contract between You and Us. The Policy Terms and Conditions document, which includes full details of the Plan, is available on request from Us. The Policy Terms and Conditions and the Key Features Document should not be used as a sole basis for making a decision on Your investment but should be used in conjunction with the Fund Fact Sheets relevant to the HLM funds that You have chosen to be linked to Your Plan. You should also refer to the Key Information Documents (Investment option information) of the HLM Funds. These documents are available at any HSBC Branch in Malta and Gozo, directly from the Company or online by visiting www.hsbc.com.mt.

This Key Features Document has been prepared on Our understanding of current Maltese legislation, tax laws and Inland Revenue practice at the time of publication.

The applicable laws and legislation may change in the future. Should such changes come into force during the course of this Plan, We will inform You of such changes as soon as practicable. We have taken all reasonable care to ensure that the details provided are accurate. To the best of our knowledge, no other material facts have been omitted which could make this document misleading in any respect. Should you become resident in a country other than Malta, you should obtain advice of the impact of this Plan in that country.

This product is a unit-linked insurance Plan and as with other unit-linked insurance plans, the money invested is not guaranteed except the Guaranteed Life Assured sum paid out in the case of Your early death (before age 60) and if this is higher than the Bid Value of the units linked to Your Plan.

The investment element of the Contributions paid into Your unit-linked Plan is invested in the HLM Funds of Your choice. Each of the HLM Funds offered by this Plan is linked to underlying assets which have different degrees of risks and rewards, depending on Your investment objectives.

The value of Your Plan when benefits are accessed or at transfer date will depend on the market value of the accumulated units of Your chosen HLM Funds and is not guaranteed. The value of Your unit-linked Plan can go down as well as up and You may get back less than the Contributions made by Your Employer and You. The value of your Plan will impact the amount and duration of the Programmed Withdrawals and therefore this could result in a smaller amount of income or that such income could be exhausted completely before You die resulting in no pension income.

14. Data Protection

HSBC Life Assurance (Malta) Ltd. is a controller of Your personal data as specified under Regulation (EU) 2016/679 of the European Parliament and of the Council (i.e. the General Data Protection Regulation) and other applicable data privacy laws, including in particular, the Data Protection Act (Cap. 586 of the Laws of Malta) and any and all subsidiary legislation enacted thereunder, as may be amended from time to time. HSBC Life Assurance (Malta) Ltd. processes Your personal data in accordance with the terms and conditions of its Privacy Policy, which is accessible at www.hsbc.com.mt or can also be provided on request.

15. Our relationship with your Employer

This Policy is a qualifying voluntary occupational scheme that was established by Your Employer for Your benefit as an Employee. We have entered into an agreement with Your Employer to regulate the administration of the Policy and in particular to collect Contributions through Your Employer.

The Agreement recognizes that the Employer shall have no discretion whatsoever in Your investment choices when subscribing into the Plan and any contributions made by Your Employer shall be allocated to the fund or funds specifically indicated by You at inception and subject to such changes as may be made by You and notified to Us from time to time.

We are committed to safeguarding Your privacy at all times and shall use any information disclosed to us directly or through Your Employer in accordance with the applicable data protection laws and regulations.

16. Sustainable Finance Disclosure Regulation (SFDR)

In accordance with SFDR, HSBC Life as manufacturer of insurance-based investment products (IBIPs) is required to provide disclosures on how it considers sustainability risks and the impact of Environmental (E), Social (S) and Corporate Governance (G) matters in their investment decision making process and remuneration policies. The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

Impacts of sustainability risks on the returns of the of insurance-based investment products (IBIPs) Unit Linked products

The following paragraphs describe the integration of sustainability risks in the design of products where HSBC Life has some influence over the choice of fund and fund manager.

Sustainability standards and principles are incorporated in our product governance and approval process. In an effort to understand the sustainability risk and impact of each investment decision, through our specialised due diligence team HSBC Life primarily works and engages with asset managers which are signatories to the Principles for Responsible Investment (PRI) and which integrate sustainability risks into the investment process. This means that the principal adverse impacts of investment decisions are considered through such process.

To provide customers with a choice of investments which reflect their personal needs and preferences, HSBC Life Unit-Linked products offer access to a range of investments which are managed by external fund managers. For these products, the investments and associated returns and risks, including those relating to Sustainability, result entirely from the bespoke portfolio of investments selected by each individual customer. The screening or due diligence of the sustainability risks relating to the investment are carried out by the respective fund manager. You may refer to the HLM Fund Fact Sheets for information about the fund manager and respective funds. The HLM Fund Fact Sheets can be found at <https://www.hsbc.com.mt/insurance/forms/>.

The integration of sustainability risks in product design and/or proposition does not necessarily mean the financial performance (of the product or the underlying investment) will be affected.

However, funds that manage ESG issues well may better anticipate future ESG related risks and opportunities. This makes them more strategically resilient and therefore able to anticipate, and adapt to, the risks and opportunities on the horizon. Likewise, if managed inadequately, ESG related risks can adversely impact the value of the underlying investment.

These risks can materialize in various forms including:

1. reduced revenue due to shift in customer preferences, negative impact on workforce, social unrest and decreased production capacity;
2. increased operating/capital costs;
3. write-off and early retirement of existing assets; and
4. loss of reputation due to fines and judgements and loss of license to operate.

Note: The words "Policy and "Plan" are used interchangeably in this document and have the same meaning.

The words "Premium" and "Contribution" are used interchangeably in this document and have the same meaning.

All these risks can potentially threaten the investment case and destroy shareholder's and bondholder's value.

With this in mind, asset managers which are signatories to the PRI conduct ESG assessment before taking any investment decision. The resultant ESG risk assessment emphasizes material risks and is adapted according to the nature of the strategy.

17. General Definitions

Actuary: a business professional who provides expert advice on insurance Contributions, reserves, dividends and bonuses.

Age: when referring to Age, the Policy refers to the age of the Life Assured on his/her birthday after the Commencement Date or the Age when withdrawal of benefits may start which refers to the age at the date of withdrawal.

Beneficiary: the Policyholder/Employee or any other person designated as a Beneficiary of the Plan to whom Plan benefits or any part of them are payable and includes the Beneficiary's heirs or legatees, as the case may be.

Commencement Date: the Commencement Date indicated in the Policy Schedule.

Contributions: the sum(s) payable by Your Employer to the Plan during Your term of employment as indicated in the Policy Schedule. You may also choose to add further contributions in addition to those of Your Employer.

Employee: You, as an employee or officer who derives chargeable income in terms of article 4(1) (b) of the Income Tax Act and are duly registered for Maltese income tax purposes and employed by the Employer and on whose behalf or by whom contributions to a qualifying scheme are made. An Employee does not benefit under the Highly Qualified Persons Rules.

Employer: Any person, whether corporate or unincorporated, and whether vested with legal personality or not, which employs individuals to carry out the economic activity for which it is established and which is registered as a payer for the purposes of the Final Settlement System (FSS) Rules. An employer shall include a self-occupied person as defined under the Social Security Act.

Endorsement: a document We issue which shows any changes to the Policy Schedule and the terms and conditions of the Policy.

Guaranteed Life Assurance (GLA): The Policy automatically comes with a GLA of €2,500 payable in the event of Your death by the age of 60. This limited life cover is given free of charge. In the event of Your death, We will pay Your designated Beneficiaries:

- i. The higher of the Guaranteed Life Assurance (€2500) or the Bid Value of Your Plan as at the date of notification of death if death occurs before the age of 60; or
- ii. The Bid Value of Your Plan as at the date of notification of death, if death occurs after the age of 60.

Life Assured: the person indicated in the Policy Schedule, who is an Employee and upon whose retirement or death the proceeds under the Plan are payable. The Life Assured must also be the Policyholder. The Life assured/Policyholder cannot be changed at a later stage.

Lump Sum*: subject to, applicable regulations, a lump sum of up to 30% of the value of the Plan may be taken out as a cash lump sum or a series of tranches in accordance with clause 21 of the PT&Cs. The said cash lump sum is exempt from tax in Malta. You may withdraw the Lump Sum in one or more instalments over a period which does not exceed a year from the first instalment.

If you become resident in a country other than Malta, you should obtain advice from your personal tax advisor as to whether this lump sum will remain exempt from tax in Malta or be subject to tax in that other country.

MFSA: Malta Financial Services Authority.

Notional Allocation: means a notional entitlement that quantifies the value of the Plan by reference to the value of HLM Fund(s) to which Your Plan is linked.

Pension Rules: Pension Rules for Occupational Retirement Schemes issued under the Retirement Pensions Act (Cap. 514 of the Laws of Malta).

Policy Anniversary: any annual anniversary after the Commencement Date.

Policyholder/You/Your: you (the Employee), your heirs or legatees, as the case may be.

Policy Schedule: that part of the Policy containing the details of the Policyholder/Life Assured, Beneficiaries, Contribution and the cover provided.

Policy Year: every yearly period, which begins from the Commencement Date or the respective date of the Policy Anniversary.

Programmed Withdrawals:** programmed withdrawals shall be paid to You from the funds available in your Plan. Under current legislation these payments are permitted to commence from when You attain the age of 61 and not later than Your 70th birthday, and provided the Plan has been in force for at least 10 years. Before you choose to start to receive payments for the Programmed Withdrawals, You may, opt to avail yourself of the Lump Sum payment. Please also refer to definition of Lump Sum. Programmed withdrawals shall be based on publicly available annuity/drawdown rates. We shall ensure that the said annuity/drawdown rates are based on sound and prudent actuarial principles.

Proposal Form: the Proposal Form You have completed and signed as well as any other information given to Us by You.

Qualifying Scheme: a retirement scheme or a long term contract of insurance that fulfils the requirements of the Voluntary Occupational Pension Scheme Rules (S.L. 123.175) and which is approved by the Commissioner for Revenue.

Qualifying Personal Retirement Scheme: a personal retirement scheme or a long term contract of insurance that fulfils the requirements of the Personal Retirement Scheme Rules (S.L. 123.163).

We/Us/Our/Ourselves/Company: means HSBC Life Assurance (Malta) Ltd.

18. HLM Fund Definitions

Bid Price: shall be the price, as determined by Us, at which a Unit in any particular HLM Fund is valued, redeemed and cancelled.

Bid Value: in relation to any particular HLM Fund, is the sum of the Units notionally allocated to Your Plan multiplied by the Bid Price of a Unit in any such HLM Fund.

Funds: the underlying funds in which the HLM Funds invest.

HLM Funds: our funds consisting of the HLM Unit-Linked Funds, divided into Units which may be linked to Your Plan. Not all HLM Funds may be available for investment at all times.

Offer Price: shall be the price, as determined by Us, at which a Unit in any particular HLM Fund is purchase.

Units: each HLM Fund will be divided into Units of such class or classes as We may determine from time to time. All Units within the same class of an HLM Fund will be of equal value.

Valuation Day: the day on which HLM Fund assets are valued and Bid Prices and Offer Prices are calculated.

*Legislation is subject to change and may affect/change the amount of lump sum You can access from Your Plan in the future. The amount and conditions are as per current legislation which may be subject to change in the future.

**Legislation is subject to change and may affect/change the timing when You are entitled to access benefits from Your Plan in the future.

HSBC Life Assurance (Malta) Ltd (Registered Office: 80, Mill Street, Qormi QRM 3101 Malta. Company No: C18814) is regulated and authorised by the MFSA (Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010 Malta) to carry on long term business of insurance under the Insurance Business Act 1998. HSBC Bank Malta is enrolled as a Tied Insurance Intermediary for HSBC Life Assurance (Malta) Ltd under the Insurance Distribution Act, (Cap 487 of the Laws of Malta). (Registered Office: 116, Archbishop Street, Valletta VLT 1444. Company No: C3177).

This information is not to be construed as investment advice.

HSBC Insurance is a trading name used worldwide by the insurance businesses of the HSBC Group, including HSBC Life Assurance (Malta) Ltd which has issued this document.

Approved and issued by HSBC Life Assurance (Malta) Ltd.
80, Mill Street, Qormi QRM 3101, Malta

www.hsbc.com.mt

Customer Service: Premier: 2148 9100 / Advance: 2148 9101 / Other: 2380 2380

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