



保单抵押性转让通知  
Notice of Collateral Assignment

香港太古城英皇道 1111 号13 楼  
13/F, 1111 King's Road, Taikoo Shing, Hong Kong

电话 Tel: 2160 8800  
传真 Fax: 2866 0785

「中银集团人寿保险有限公司」以下简称:「本公司」或「贵司」  
BOC Group Life Assurance Company Limited referred to hereinafter as "the Company"

商密三级 Confidential

保险中介人姓名

分行及员工编号

联络电话

Name of Insurance Intermediary

Branch Code & Staff No.

Contact Tel No.

注意事项 Notes:

(1) 请用正楷填写。Please complete in BLOCK LETTERS.

(2) 请于适用处加「✓」。Please tick 「✓」 where appropriate.

保单编号 Policy Number	保单权益人姓名 Name of the Policy Owner	(首位) (First Life)	(次位) (Second Life)
	联系电话 Contact Tel No	受保人姓名 Name of the Insured	

保单抵押性转让 Collateral Assignment

保单抵押性转让声明 Declaration of Collateral Assignment

由于承让人向保单权益人提供借款,上述保单编号的保单连同所有有关的权利及利息,将根据以下的条款转让予承让人作抵押:

In consideration of the Assignee providing a loan to the Policy Owner, the above Policy, together with all rights, titles, benefits and interest(s) in it together with all the profit and dividends thereof, is assigned to the Assignee on the following terms:

- 倘若保单许可,承让人可
  - 领取受保人死亡后应付的死亡赔偿;
  - 领取期满后应得的保险金;
  - 申请即时退保,并领取退保金额;
  - 进行保单贷款;
  - 收取保单应付的红利;
  - 收取其他保单利益;及
  - 行使任何不能作废选择。
- 保单权益人授权本公司累积红利,保证现金支付,及每月入息/年金(如适用)于上述保单。
- 保单权益人保留领取任何不减低保额的伤残赔偿或在生赔偿之权利。
- 保单权益人保留指定及更改受益人之权利。
- 承让人同意倘若保单权益人向其偿还借款(连同规定的利息款额和其他费用),承让人会将保单转归保单权益人。
- 承让人同意倘若从保单所获的得益超过贷款(连同规定的利息和其他费用)总额,承让人会将超出的得益款额付予保单权益人指定的受益人。
- 除非及直至本公司收到承让人书面通知,通知本公司此项权益转让权已再转让予保单权益人或其遗产代理人。否则,权益人及其遗产代理人及受益人对此份保单的权益,会因本公司将所有有关利益直接赔付予承让人而丧失。
- 保单权益人授权本公司,在承让人不时合理要求下,向承让人披露此保单之现金价值及任何可能对承让人于此保单下之权利有不利影响的更改。
- 保单权益人授权本公司向承让人披露保单权益人的个人资料,目的为联系、检索或以其他程序处理由承让人持有有关保单权益人的纪录。
- 保单权益人在此声明并同意已收受、阅读及完全明白本文件的个人资料收集声明,及同意本人的任何个人资料可用作该声明第7段所述之用途及贵公司可把该等个人资料提供给该声明第8段所述各方作上述用途。
- 承让人同意贵公司每当向保单权益人收取保费时,将以收取保费的相同途径(包括自动扣费贷款(如适用))一并收取代政府或监管机构(包括但不限于保险业监督局)按相关规定收取的征费及/或费用(如有)。
- 利率风险 - 利率不时波动,保单所产生的回报可能不足以支付贷款下的利息支出。因此,保单权益人可能需要支付更高利息。
- If permitted by this Policy, the Assignee may
  - collect the death benefit payable on the death of the Insured;
  - collect the net proceeds on maturity;
  - surrender this Policy and receive the surrender value;
  - take out a Policy Loan;
  - receive dividends payable on this Policy;
  - receive any other policy benefit proceeds; and
  - exercise any Non-forfeiture Options.
- The Policy Owner authorizes the Company to accumulate the Dividend, Guaranteed Cash Payment, and Monthly Income/Annuity (if applicable) in the above policy.
- The Policy Owner reserves the right to collect any disability benefit or living benefit that does not reduce the Sum Insured.
- The Policy Owner reserves the right to designate and change the Beneficiary.
- The Assignee agrees that if the Policy Owner repays the loan (together with the prescribed interest and other charges thereon) to the Assignee, the Assignee will reassign this Policy to the Policy Owner at the sole costs and expenses of the Policy Owner.
- The Assignee agrees that if any proceeds it receives from this Policy exceed the total loan amount (together with prescribed interest and other charges thereon), it will pay the surplus of the proceeds to the Beneficiary named by the Policy Owner.
- Unless and until the Company has received actual written notice from the Assignee that the assignment of this Policy has been reassigned to the Policy Owner and/or his personal representative(s), the Company's liability and obligation to the Policy Owner, his personal representative and the Beneficiary pursuant to this policy shall be deemed duly discharged upon the Company's payment of all the proceeds payable under this Policy to the Assignee directly.
- The Policy Owner authorizes the Company to disclose to the Assignee as the Assignee may reasonably request from time to time the cash value of this Policy and any change thereof which may adversely affect the right of the Assignee under this Policy.
- The Policy Owner authorizes the Company to disclose to the Assignee personal data of the Policy Owner for the purpose of linking, retrieving or otherwise processing records relating to the Policy Owner held by the Assignee.
- The Policy Owner, hereby declare and agree that I have received, read and fully understood the Personal Information Collection Statement contained in this document, and agree that any of my personal data may be used for the purposes set out in paragraph 7 of that Statement and the Company may provide the personal data to the parties set out in paragraph 8 of that Statement for the aforementioned purposes.
- The Assignee agrees that Company shall collect levy and/or charges(if any) on behalf of the government or the regulatory authority (including but not limited to the Insurance Authority) together with premium via the same manner (including automatic premium loan(if applicable)) whenever the Company collects premium from Policy Owner.
- Interest Rate Risk - The return generated from the Policy may not be sufficient to cover the interest payable under the loan while the interest rate fluctuates from time to time. As a result, the Policy Owner may be required to pay higher interest.

1. 公司承让人资料 Entity Assignee Information

如申请保单抵押性转让, (i) 必须递交「税务居民身份自我证明表格 - 实体/机构」(如承让人为独资经营者, 独资东主须同时填写「税务居民身份自我证明表格 - 个人」); (ii) 根据现行的「打击洗钱及恐怖分子资金筹集条例」, 本公司保留索取其他所需文件的权利。

For Application for Collateral Assignment, (i) "Self-Certification Form for Tax Residency - Entity" must be provided (For Assignee being s a Sole Proprietor, please also provide "Self-Certification Form for Tax Residency - Individual"); (ii) Pursuant to the Anti-Money Laundering and Counter-Terrorist Financing Ordinance, the Company reserves the right to ask for additional documents.

承让人全名 Full Name of Assignee * (中文) (Chn.) _____ (英文) (Eng.) _____ *全名必须与公司证明文件相同(如商业登记证、公司注册证等) Full name should be the same as the one shown on the company registration document (e.g. Business Registration, Certificate of Incorporation, etc)	公司注册办事处地址 Address of Registered Office: _____ _____ _____ 公司业务地址 Business Address _____ _____ _____	电话号码(国家/区域编码- 地区编码- 电话号码) Telephone No. (Country/Region Code - Area Code - Tel no.) _____ 手提电话号码 Mobile Phone No. _____ _____ 办事处电话号码 Office Tel No. _____ _____ 电邮地址 Email address _____@_____
公司注册日期 Date of Incorporation  __ _ _ 年 Y  __ _ 月 M  __ _ 日 D	永久地址 (若与公司注册办事处地址不同) Permanent Address (If different from Address of Registered Office ) _____ _____ _____	抵押性转让原因 Reason for Collateral Assignment: <input type="checkbox"/> 按揭 Mortgage <input type="checkbox"/> 个人贷款 Personal loan <input type="checkbox"/> 其他 Other _____
商业登记证 / 公司注册证号码# Business Registration/ Incorporation No# # 将不适用者删除 Delete as appropriate		
公司注册国家/地区 Country/Region of Incorporation: _____		

## 2. 个人承让人资料 Individual Assignee Information

如申请保单抵押性转让, (i) 承让人必须递交「税务居民身份自我证明表格 - 个人」、身份证明文件核实真实副本 (ii) 如承让人并非香港/澳门永久居民, 须递交国籍证明核实真实副本; (iii) 承让人如非持有香港身份证而持有中华人民共和国居民身份证, 请同时递交「重要资料声明书 - 内地人士在港投保人身/寿险保单」。

For Application for Collateral Assignment, please provide "Self-Certification Form for Tax Residency - Individual", certified true copies of identity document of the Assignee; (ii) If the Assignee is not a Hong Kong / Macao permanent resident, please provide a certified true copy of Nationality proof; (iii) If the Assignee does not have Hong Kong Identity Card and holding People's Republic of China Resident Identity Card, please also submit "Important Facts Statement for Mainland Policyholders".

承让人全名 Full Name of Assignee (中文) (Chn.) _____ (英文) (Eng.) _____	住宅地址 Residential Address _____ _____ _____ 通讯地址(若与住宅地址不同) Mailing Address (If different from Residential Address) _____ _____ 永久地址 (若与住宅地址不同) Permanent Address (If different from Residential Address ) _____ _____ 国籍(国家/地区) Nationality (Country/Region): _____ 出生国家/地区 Country/Region of Birth: _____	电话号码(国家/区域编码- 地区编码- 电话号码) Telephone No. (Country/Region Code - Area Code - Tel no.) _____ 手提电话号码 Mobile Phone No. _____ 住宅电话号码 Residence Tel No. _____ 办事处电话号码 Office Tel No. _____ 电邮地址 Email address: _____@_____ 抵押性转让原因 Reason for Collateral Assignment: <input type="checkbox"/> 按揭 Mortgage <input type="checkbox"/> 个人贷款 Personal loan <input type="checkbox"/> 其他 Other _____
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### 解除保单抵押性转让 Release of Collateral Assignment

承让人通知本公司上述保单已经再转让予保单权益人, 及承让人已解除其所有对上述保单之权利及利益。

Assignee hereby notifies the Company that the above Policy has been reassigned to the Policy Owner, and that the Assignee has released all rights and interests in this Policy.

## 签署 Signatory

_____ 保单权益人签署 Signature of Policy Owner	_____ 承让人签署(如适用) Signature of Assignee (if applicable)	_____ 见证人签署 Signature of Witness (姓名 Name: _____ ) (中介人员工编号 Insurance Intermediary staff no.: _____ )
_____ 签署日期 Date at (日 Day/月 Month / 年 Year)	_____ 签署地 Sign at 签字须与本公司存案相符 Signature must correspond to that in our records	

## 本公司专用 For the Company Use Only

「中银集团人寿保险有限公司」经已将上述的「保单抵押性转让通知」记录在案。

The above Notice of Collateral Assignment has been recorded by **BOC Group Life Assurance Company Limited.**

日期 Date

重要信息: 阁下提供给本公司的任何个人资料如有变更(如姓名、国籍(国家/地区)、税务居住地、地址、身份证明文件类型及号码、职业, 或商业客户的商业注册/ 成立资料/ 股权结构等), 请立即通知本公司作出更改。倘本公司没有收到阁下通知, 即表示阁下毋须更新个人资料。Important Message : If there is any change of your personal information (e.g. name, Nationality (Country/Region), tax residence, address, identity document type and number, occupation, business registration/ incorporation/ ownership structure of corporate customer etc.), please notify us for changes immediately. We shall assume no change in your data from our latest record unless we receive a notice from you.

温馨提示: 如阁下在递交此表格后两星期内仍未收到本公司的回复, 请致电本公司的客户服务热线 2860-0688。Friendly Reminder: If you do not receive our response within 2 weeks after submitting this form, please contact our Customer Service Hotline at 2860-0688.

**重要指示 IMPORTANT NOTE:** 本公司对此表格有关权益转让或解除之有效性及合法性, 均不负上任何责任。  
The Company assumes no responsibility for the validity or legality of the assignment or release.

请参阅下页的个人资料收集声明  
Please read the Personal Information Collection Statement on next page

## 个人资料收集声明

在中银集团人寿保险有限公司(“中银人寿”), 保护我们客户个人资料对我们很重要。作为一个提供保险产品及其服务的机构, 收集及运用客户个人资料是我们日常商业运作的基本工作。

如客户希望了解中银人寿的私隐政策的详情, 欢迎透过以下网址 <http://www.boclife.com.hk/oc/other/privacy-policy.html> 阅读有关文件。

1. 本声明列载中银集团人寿保险有限公司(下称「本公司」)有关其资料当事人(见以下定义)的资料政策。
2. 就本声明而言,「本集团」指本公司及其控股公司、分行、附属公司、代表办事处及附属成员,及其中任何一方,不论其所在地。附属成员包括本公司的控股公司之分行、附属公司、代表办事处及附属成员,不论其所在地。
3. 「资料当事人」一词,不论于本声明何处提及,包括以下为个人的类别:
  - (a) 本公司提供的保险及相关服务和产品的申请人或客户/用户,包括保单权益人、索偿人、受益人、受保人及/或其他有关人士及其被授权人;
  - (b) 任何公司申请人及客户/用户的董事、股东、高级职员及经理;及
  - (c) 本公司的供应商、承建商、服务供应商及其他合约对手。

为免疑问,「资料当事人」不包括任何法人团体。本声明的内容适用于所有资料当事人,并构成其与本公司不时订立或可能订立的任何合约及/或保单的一部分。若本声明与有关合约及/或保单存在任何差异或分歧,就有保护资料当事人的个人资料而言概以本声明为准。本声明并不限制资料当事人在个人资料(私隐)条例(香港法例第486章)(「条例」)下之权利。

4. 资料当事人在建立、延续保险业务及行政事宜及/或有关的产品及服务及授信、处理有关本公司签发的保单的索偿,及/或处理任何和其他资料当事人的要求、查询或投诉、及/或遵守在香港特别行政区境内或境外的监管或其他机关颁布的任何法律、发出的指引或要求(包括但不限于根据香港特别行政区与美国之间的跨政府协议(「跨政府协议」)、香港特别行政区与美国在2014年3月25日签署的《税务资讯交换协议》执行《海外账户税收合规法案》,以及经济合作暨发展组织作出的规定,包括关于其为履行其共同报告标准的主管机关协议的监管机制)时,资料当事人需要不时向本公司提供有关的个人资料。

5. 若未能向本公司提供该等资料,可能会导致本公司无法评估/处理你的申请及/或提供保险及相关服务和产品及授信。若你拒绝给予上述明确的同意,本公司也可能需要向适用的监管机构汇报保单项下的价值和付款金额;在特定的情况下,若你拒绝给予明确的同意,本公司可能保留保单项下的部分或所有利益;或终止保单。

6. 本公司会不时收集或接收有关资料当事人的资料。该等资料包括但不限于在资料当事人与本公司延续正常业务往来期间,例如,当资料当事人签发支票、存款或透过本公司发出的或提供的信用卡进行交易或在一般情况下以口头或书面形式与本公司沟通时,从资料当事人所收集的资料。

7. 资料当事人之资料(包括信用资料和以往申索纪录)的用途将视乎其于本公司及/或本集团的关联性性质有所不同,其中包括以下用途:

- (a) 处理、评估及/或批核有关保险产品及其服务的申请、调查和结清申索、侦测和防止欺诈行为(无论是否就此申请而发出的保单有关)、及有关该等产品及其服务的增添、更改、变更、取消、续期及/或复效的申请;
- (b) 管理由本公司及/或本集团签发的保单;
- (c) 研究及/或设计供客户使用的保险/金融产品及/或服务;
- (d) 与任何由本公司或任何本公司集团内的公司及/或本集团提供的产品及/或服务相关,而由你提出或对你作出的索偿,或以其他形式涉及你的索偿有关的用途,包括但不限于作出、辩护、分析、调查、处理、评估、厘定、结清或回应该等索偿;
- (e) 在适当时进行身份及/或信贷检查及进行资料配对应;
- (f) 为符合根据下述适用于本公司及/或期望本公司及/或本集团遵从有关披露及使用资料之责任、规定或安排:
  - (i) 在香港特别行政区境内或境外之已存在、现有或将来对其具约束力或适用于其的任何法律;
  - (ii) 在香港特别行政区境内或境外之已存在、现有或将来并由任何法定、监管、政府、税务、执法或其他机构,或由金融服务提供者之自律监管或行业的团体或组织所发出或提供之任何指引或指导;
  - (iii) 本公司及/或本集团因其金融、商业、营业或其他利益或活动处于或关于于相关本地或海外的法定、监管、政府、税务、执法或其他机构或金融服务提供者之自律监管或行业团体或组织之司法管辖区而须承担或施加与本地或海外之法定、监管、政府、税务、执法或其他机构或金融中介人、或金融服务提供者之自律监管或行业团体或组织之间的现有或将来之任何合约承诺或其他承诺及/或本公司及/或本集团遵守适用税务法律的义务,包括但不限于《海外账户税收合规法案》和跨政府协议;
  - (g) 处理(包括但不限于调查、分析、核保及裁定)有关本公司签发的保单的索偿;
  - (h) 为推广服务、产品及其他标的(详见下述第9段);
  - (i) 提供客户服务(包括但不限于处理查询及投诉)及有关活动;
  - (j) 供本公司及任何本公司集团内的公司及/或本集团之进行统计或研究用途;
  - (k) 厘定本公司欠付你或你拖欠本公司的任何款项的金额,及执行你之责任,包括但不限于向你或任何已为你的债务向本集团提供任何担保或承诺的人士追收欠款;
  - (l) 为符合根据任何本集团计划下就遵从洗钱、恐怖份子资金筹集或其他非法活动之批准或防止或侦测而作出本集团内资料及信息共享及/或其他使用资料及信息的任何责任、规定、政策、程序、措施或安排;
  - (m) 使本公司的实在或建议受让人,或本公司对资料当事人的权利的参与人或附属参与人评核意图或为转让,参与或附属参与的交易;
  - (n) 与资料当事人或其他人士之资料比较以进行信贷调查,资料核实或以其他方法产生或核实资料,不论有关比较是否为对资料当事人采取不利之行动而推行;
  - (o) 作为维持资料当事人的信贷记录或其他记录(不论资料当事人与本公司是否存在任何关系),以作现在或将来参考之用;及
  - (p) 供作任何与上述事项有联系、有附带性或有关的用途。

8. 本公司会对其持有的资料当事人资料保密,除非本公司可能会把该等资料提供及披露(如条例所定义的)给下述各方作先一段列出的用途:

- (a) 任何代理人、承包人、或向本公司提供行政、电讯、电脑、付款或其他与本公司业务运作有关的服务的第三方服务供应商,不论其所在地;
- (b) 任何对本公司(包括本集团的任何成员)有保密责任并已承诺作出保密有关资料的其他人士;
- (c) 任何再保险及索偿调查公司、有关的保险行业协会及联合会和该等协会及联合会的会员;
- (d) 信贷资料服务机构;而在资料当事人欠账时,则可将该等资料提供给收数公司;
- (e) 任何与资料当事人已经或将会存在往来的金融机构、消费卡或信用卡发行公司、保险公司、证券及投资公司;
- (f) 本公司及/或本集团在根据其本身及/或本集团具约束力或适用的任何本地或外国法律、法例或法规规定下之责任或其他原因而必须向该人、实体、或政府或政府机构或金融中介人作出披露,或按照及为实施由任何法定、监管、政府、税务、执法或其他机构或金融服务提供者之自律监管或行业团体或组织所提供或发出的指引或指导需预期向该人作出披露,或根据与本地或海外之法定、监管、政府、税务、执法或其他机构或金融服务提供者之自律监管或行业团体或组织之间的任何合约承诺或其他承诺而向该人作出任何披露之任何人士,该等人士可能处于香港特别行政区境内或境外及可能是已存在、现有或将来出现的任何人士;
- (g) 假如资料当事人的资料是被收集并用于处理其申请、调查和结清申索、以及侦测和防止欺诈行为,有关个人资料将会被转移给以下人士,而他们只能在有合理需要履行前述任何一项目的之情况下才可收集和使用这些资料:保险理算人、代理和经纪;雇主;医护人员;医院;会计师;财务顾问;律师;整合保险业申索和承保资料的组织;防欺诈组织;其他保险公司(无论是直接地,或是通过防欺诈组织或本段中指定的其他人);警察;和保险业就现有资料而对所提供的资料作出分析和检查的数据库或登记册(及其运营者)。
- (h) 本公司的任何实在或建议受让人或就本公司对资料当事人的权利的参与人或附属参与人或受让人;
  - (i) 本集团之任何成员:
    - (ii) 第三方金融机构、承保人、信用卡公司、证券、商品及投资服务供应商;
    - (iii) 第三方赞赏、年资奖励、联名合作及优惠计划供应商;
    - (iv) 本公司及本集团之联名合作伙伴(有关服务和产品的申请表上会提供联名合作伙伴的名称(视属何情况而定));
    - (v) 慈善或非牟利组织;及
    - (vi) 就上述第7(h)段而获本公司任用之第三方服务供应商(包括但不限于代寄邮件公司、电讯公司、电话促销及直销代理人、电话服务中心、数据处理公司及资讯科技公司),不论其所在地。

本公司可能为上述第7段所列之目的不时将资料当事人的资料转移往香港特别行政区境外的地区。

### 9. 使用资料作直接促销

本公司拟使用资料当事人的资料作直接促销及本公司须为此目的取得资料当事人同意(包括资料当事人不反对之表示)。2012年个人资料(私隐)条例第VIA部中关于资料当事人的同意的特定要求。因此,请注意以下:

- (a) 本公司持有资料当事人的姓名、联络详情、产品及服务投资组合信息、交易模式及行径、财务背景及统计资料可不时被本公司用于直接促销;
- (b) 以下服务、产品及类别可作推广:
  - (i) 财务、保险、信用卡、证券、商品、投资、银行及相关服务和产品及授信;
  - (ii) 赞赏、年资奖励或优惠计划及相关服务和产品;
  - (iii) 本公司的联名合作伙伴提供之服务和产品(有关服务和产品的申请表上会提供联名合作伙伴的名称(视属何情况而定));及
  - (iv) 为慈善及/或非牟利之目的之捐款及资助;
- (c) 上述服务、产品及标的可由本公司及/或下述人士提供或(如涉及捐款及资助)募捐:
  - (i) 本集团之任何成员;
  - (ii) 第三方金融机构、承保人、信用卡公司、证券、商品及投资服务供应商;
  - (iii) 第三方赞赏、年资奖励、联名合作及优惠计划供应商;
  - (iv) 本公司及本集团之联名合作伙伴(有关服务和产品的申请表上会提供联名合作伙伴的名称(视属何情况而定));及
  - (v) 慈善或非牟利组织;
- (d) 除本公司推广上述服务、产品及标的,本公司同时拟提供列明于上述第9(a)段之资料至上列第9(c)段的所有或其中任何人士,该等人士藉以用于推广上述服务、产品及标的,并本公司须为此目的取得资料当事人同意(其中包括资料当事人不反对之表示)。

**若资料当事人不愿意本公司使用或提供其资料予其他人士,藉以用于以上所述之直接促销,资料当事人可通知本公司以行使其不同意此安排的权利。**

10. 根据条例中的条款,任何资料当事人有权:

- (a) 查核本公司是否持有他的资料及要求查阅该等资料;
- (b) 要求本公司改正任何有关他的不准确的资料;及
- (c) 查明本公司对于资料的政策及惯例和告知本公司持有的个人资料种类。

11. 根据条例之条款,本公司有权就处理任何查阅资料的要求收取合理费用。

12. 任何关于查阅或改正资料,或索取关于资料政策及惯例或所持有的资料种类的要求,应向下列人士提出:

**中银集团人寿保险有限公司**  
资料保障主任  
中银集团人寿保险有限公司  
香港太古城英皇道1111号13楼  
传真:(852)25221219

13. 本声明的英文版本与中文版本如有任何分歧,一概以英文版本为准。

二零二一年三月

## PERSONAL INFORMATION COLLECTION STATEMENT

At BOC Group Life Assurance Company Limited ("BOC Life"), the protection of personal information of our customers is important to us. As a provider of insurance products and services, the collection and use of the personal information of our customers is fundamental to our daily business operations.

If you wish to understand BOC Life's Privacy Policy in detail, you may visit relevant document using the hyperlink below <http://www.boclife.com.hk/en/others/privacy-policy.html>.

1. This Statement sets out the data policies of BOC Group Life Assurance Company Limited (the "Company") in respect of data subjects (as hereinafter defined).
2. For the purposes of this Statement, the "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated, and any one of them. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.
3. The term "data subject(s)", wherever mentioned in this Statement, includes the following categories of individuals :-
  - (a) applicants for or customers/users, including policyowner(s), claimant(s), beneficiary(ies), life insured(s), and/or relevant individuals, of insurance and related services and products and facilities and so forth provided by the Company and their authorized signatories;
  - (b) directors, shareholders, officers and managers of any corporate applicants and data subjects/users; and
  - (c) suppliers, contractors, service providers and other contractual counterparties of the Company.

For the avoidance of doubt, "data subjects" shall not include any incorporated bodies. The contents of this Statement shall apply to all data subjects and form part of any contracts and/or policies that the data subjects have or may enter into with the Company from time to time. If there is any inconsistency or discrepancy between this Statement and the relevant contract and/or policy, this Statement shall prevail insofar as it relates to the protection of the data subjects' personal data. Nothing in this Statement shall limit the rights of the data subjects under the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) (the "Ordinance").

4. From time to time, it is necessary for the data subjects to supply the Company with personal data in connection with the provision, continuation and administration of insurance and/or related products and services to the data subjects, the processing of claims under insurance policies issued by the Company, the processing of any and all other requests, enquiries and complaints from the data subjects, and/or compliance with any laws, guidelines or requests issued by regulatory or other authorities within or outside the Hong Kong Special Administrative Region (including but not limited to the implementation of the U.S. Foreign Account Tax Compliance Act ("FATCA") pursuant to the intergovernmental agreement ("IGA") between the Hong Kong Special Administrative Region and the U.S., the tax information exchange agreement that the Hong Kong Special Administrative Region signed with the U.S. on 25 March 2014, and the provisions issued by the Organization for Economic Co-operation and Development, including the regulatory scheme relating to its Competent Authority Agreement ("CAA") to implement its Common Reporting Standard ("CRS")).

5. Failure to supply such data may result in the Company being unable to assess / process your application and / or provide insurance and related services and products and facilities, due to lack of information. We may also be required to report to applicable regulatory authority(ies) values and payment amounts under the insurance policy if you refuse to give the said express consent; under specified circumstances, withhold some or all benefits under the insurance policy if you refuse to give the express consent; or terminate the policy.

6. Data relating to the data subjects are collected or received by the Company from time to time. Such data may include, but not limited to, data collected from data subjects in the ordinary course of the continuation of the relationship between the Company and data subjects, for example, when data subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Company or generally communicate verbally or in writing with the Company.

7. The purposes for which the data relating to the data subjects (including credit information and claims history) may be used will vary depending on the nature of the data subjects' relationship with the Company and / or the Group, they may include the following :

- (a) processing, evaluation and/or approving applications for insurance products and services, investigate and settle claims, detect and prevent fraud (whether or not relating to the policy issued in respect of this application) and additions, alterations, variations, cancellations, renewals, and reinstatements of such products and services;
- (b) administering insurance policies issued by the Company and / or the Group;
- (c) researching and/or designing insurance/financial products and/or services for customers' use;
- (d) any purposes with regard to any claims made by or against or otherwise involving you in relation to any products and/or services provided by the Company and / or the Group including, but not limited to, making, defending, analyzing, investigating, processing, assessing, determining, settling or responding to such claims;
- (e) conducting identity and/or credit checks whenever appropriate and carrying out data matching procedures;
- (f) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company and / or the Group or that it is expected to comply according to:
  - (i) any local or foreign law, legislation or regulation binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
  - (ii) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
  - (iii) any present or future contractual or other commitment with a local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities or financial intermediary, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Company and / or the Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations and/or the obligations of the Company and/or the Group to comply with applicable tax laws including but not limited to FATCA and the IGA;
- (g) processing (including, but not limited to, investigating, analyzing, underwriting and adjudicating) claims under insurance policies issued by the Company
- (h) marketing services, products and other subjects (please see further details in paragraph 9 below);
- (i) providing customer services (including, but not limited to, processing enquiries and complaints) and related activities;
- (j) conducting statistical or actuarial research of the Company and/or any of its group companies and affiliated companies;
- (k) determining amount of indebtedness owed to or by you, and enforcing your obligations including without limitation the collection of amounts outstanding from you or any person who has provided any security or undertaking for your liabilities owing to the Group;
- (l) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (m) enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (n) comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against data subjects;
- (o) maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference; and
- (p) any purposes incidental, associated or relating thereto.

8. Data held by the Company relating to data subjects will be kept confidential except that the Company may provide and disclose (as defined in the Ordinance) such data to the following parties for the purposes set out in the previous paragraph:-

- (a) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to the Company in connection with the operation of its business, wherever situated;
- (b) any other person under a duty of confidentiality to the Company including any member of the Group which has undertaken to keep such information confidential;
- (c) reinsurance and claims investigation companies, relevant insurance industry associations and federations, and members of such industry associations and federations;
- (d) credit reference agencies, and, in the event of default, to debt collection agencies;
- (e) any financial institution, charge or credit card issuing companies, insurance company, securities and investment company with which the data subjects have or propose to have dealings;
- (f) any person, entity, or government or government agency or financial intermediary, to whom the Company and / or the Group is under an obligation or otherwise required to make disclosure under the requirements of any local or foreign law, legislation or regulation binding on or applying to the Company and / or the Group, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Company and / or the Group is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or the Group with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
- (g) If the data relating to the data subjects is being collected and used for the purpose of processing your application, investigating and settling claims and preventing and detecting fraud, such personal data will be transferred to the following persons who may collect and use this information only as reasonably necessary to carry out one of the aforementioned purposes: insurance adjusters, agents and brokers; employers; health care professionals; hospitals; accountants; financial advisors; solicitors; organisations that consolidate claims and underwriting information for the insurance industry; fraud prevention organisations; other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.
- (h) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the data subject; and
- (i) (i) any member of the Group;
  - (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
  - (iii) third party reward, loyalty, co-branding and privileges programme providers;
  - (iv) co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
  - (v) charitable or non-profit making organisations; and
  - (vi) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph (7)(h) above, wherever situated.

The Company may from time to time transfer the data relating to the data subjects to a place outside Hong Kong Special Administrative Region for the purposes set out in paragraph 7 above.

### 9. USE OF DATA IN DIRECT MARKETING

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. The specific requirement regarding data subject's consent (which includes an indication of no objection) under Part VIA of the Personal Data (Privacy) Ordinance 2012. In this connection, please note that:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Company from time to time may be used by the Company in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
  - (i) financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
  - (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
  - (i) any member of the Group;
  - (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
  - (iii) third party reward, loyalty, co-branding or privileges programme providers;
  - (iv) co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (v) charitable or non-profit making organisations;
- (d) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 9(a) above to all or any of the persons described in paragraph 9(c) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;

**If a data subject does not wish the Company to use or provide to other persons his data for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Company.**

10. Under and in accordance with the terms of the Ordinance, any data subject has the right:-

- (a) to check whether the Company holds data about him and to request access to such data;
- (b) to require the Company to correct any data relating to him which is inaccurate; and
- (c) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company.

11. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

12. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follow:-

**BOC Group Life Assurance Company Limited**  
The Data Protection Officer  
BOC Group Life Assurance Company Limited  
13/F, 1111 King's Road, Taikoo Shing, Hong Kong  
Facsimile: (852) 2522 1219

13. If there is any inconsistency between the English version and the Chinese version of this Statement, the English version shall prevail.

Feb 2019