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商密三級 Confidential

「中銀集團人壽保險有限公司」以下簡稱：「本公司」或「貴司」
BOC Group Life Assurance Company Limited referred to hereinafter as "the Company"

保險中介人姓名 _____ 分行及員工/專屬代理編號 _____ 聯絡電話 _____
Name of Insurance Intermediary _____ Branch Code & Staff No./Agent Code _____ Contact Tel No. _____

注意事項 Notes:

- (1) 請用正楷填寫。Please complete in BLOCK LETTERS.
- (2) 請於適用處加「✓」。Please tick 「✓」 where appropriate.
- (3) 此保單抵押性轉讓聲明之中文譯本只作參考之用，如譯本與原英文文本有異，則以英文文本為準。Chinese translation of this Declaration of Collateral Assignment is for reference only and in case of inconsistency of meaning between the English and Chinese versions, the English version shall prevail.

保單編號 Policy Number	保單權益人姓名 Name of the Policy Owner 聯絡電話 Contact Tel No	受保人姓名 Name of the Insured
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承讓人全名 Full Name of Assignee (以下簡稱「貸款方」 referred to hereinafter as "the lender")

此乃重要資料 閣下必須細閱 SOME IMPORTANT FACTS YOU SHOULD KNOW

簽署前請仔細閱讀 Please read carefully before signing.

閣下的持牌中介人須清晰地向閣下解釋以下內容 Your licensed insurance intermediary should clearly explain the following to you.

保單抵押性轉讓的重要說明及影響 Important Notes and Implications on Collateral Assignment

- 什麼是保單抵押性轉讓:** 保單抵押性轉讓是一種保單抵押貸款安排，指閣下作為保單權益人，通過轉讓契據形式將閣下所擁有的全部或部分保單權利作為抵押品轉讓予貸款方。
What Collateral Assignment is about: Collateral Assignment is a pledged loan arrangement whereby you, as the policy owner, assigned all or part of your rights under the Policy to the lender as collateral via a deed of assignment.
- 獨立的安排/合約:** 保單抵押性轉讓是閣下與貸款方之間的獨立安排，既不是也不構成閣下與本公司之間的保險合約的一部分。本公司不是貸款合約和保單轉讓契據的合約方之一，因此不受閣下與貸款方所簽訂的保單轉讓契據的條款及細則（包括糾紛調解）約束。如果閣下對相關條款及細則有任何疑問，應聯絡貸款方。
Stand-alone arrangement/contract: Collateral Assignment is a standalone contract between you and the lender. It is not, and does not form part of the insurance contract between you and the Company. The Company is not a party to the loan contract or deed of policy assignment and is therefore not governed by the terms and conditions (including dispute resolution) of these contract and deed of policy assignment you enter into with the lender. In case you have any questions about the terms and conditions, you should contact the lender.
- 保單權利受限:** 閣下就以上保單的全部或部分保單權利、產權、利益、以及權益連同其中所有利潤及紅利根據保單轉讓契據的條款及細則作為抵押品抵押並轉讓予貸款方。受限於保單轉讓契據的條款及細則，貸款方將有權行使閣下保單的全部或部分保單權利，而閣下在未經貸款方批准前不能行使這些權利。這些保單權力包括：
 - 收取本公司根據保單應支付的任何利益及給付之紅利（包括但不限於期滿金額、退保價值、身故賠償等）；
 - 在冷靜期內取消保單、在冷靜期後退保或提取保單價值；
 - 申請保單貸款或行使保單內的任何選項；
 - 更改或修訂保單（例如更改受益人、將保單再次抵押或轉讓）；及
 - 行使任何不能作廢的選擇。

因此，閣下應仔細閱讀貸款合約和保單轉讓契據的條款及細則，考慮相關條款及細則對閣下的保單可能造成的潛在不利影響，並考慮該保單是否仍然適合閣下。

Restriction of rights under the Policy: All or part of your rights, titles, benefits and interest(s) in the above Policy together with all the profit and dividends thereof, will be pledged and assigned to the lender as collateral in accordance with the terms and conditions of the deed of policy assignment. Subject to the terms and conditions of the deed of policy assignment, the lender will be entitled to exercise all or part of the rights under your Policy, and you will not be able to exercise those rights unless the lender's approval is obtained. Examples of those rights include:

 - receive any benefits (including but not limited to maturity payment, surrender value, death benefit, etc.) payable and dividend payable by the Company under your Policy;
 - cancel your Policy within the cooling off period, surrender the Policy, or make withdrawals;
 - apply for policy loan, or exercise any options under the Policy;
 - make certain changes or amendments to your Policy (e.g. Change of beneficiary, further pledge or assign the policy); and
 - exercise any Non-forfeiture Options.

You should therefore carefully read the terms and conditions of the loan contract and deed of policy assignment, and consider how these potential adverse impacts may affect the outcome of the Policy and whether the Policy is still suitable for you.
- 實際收益不足:** 由於部分保單利益將被用於償還貸款（包括貸款本金及相關利息），保單的實際淨利益將少於相關利益說明及保單價值預期演示文件中所顯示的金額。此差額可能非常顯著。
Shortfall in actual benefits receivable: The actual net benefits receivable under the Policy will be less than the amount indicated in the relevant Benefit Illustration and Policy Value Projection, as part of the benefit payments would be offset by the repayment of the loan facility (including the principal amount of the loan and the relevant interest). This shortfall may be significant.

5. **保單資料的發放及查閱：**貸款方將有權查閱閣下的保單資料，本公司可能須按貸款方的指示不時將閣下的保單資料發放予貸款方，例如退保價值、現金價值以及保單的任何貸款或墊款資料。
- Release and access of information:** The lender will be given rights to access your policy information and may from time to time instruct the Company to release information relating to your Policy, for example, surrender value, cash value, and any loans or advances on the Policy.
6. **提供額外抵押品及按貸款方要求還款的風險：**貸款方可能有權不時重新檢視閣下的貸款，並有權隨時重組或終止該貸款。在貸款合約中訂明的特定情況下，貸款方可能會要求閣下提供額外的抵押品，或即時償還部分或全部欠款。如閣下無法滿足貸款方的要求，貸款方可能會重組或終止該貸款，或行使貸款方所擁有的保單權利，例如退保以收回欠款。
- 閣下應仔細閱讀貸款合約的條款及細則，例如貸款檢視頻率和次數、可能引致上述情況的條件及相關安排等。閣下在安排任何保單抵押性轉讓之前，應考慮自己的財務負擔能力是否能夠滿足貸款合約中訂明的各種特定情況。
- Risk of collateral top-up and repayment on demand:** Your loan facility may be subject to review by the lender and the lender has the right to restructure or terminate the loan facility at any time. The lender may request you to provide additional collateral, or partially or fully repay the outstanding loan, under particular circumstances stated in the loan contract. If you fail to meet the request(s), the lender may restructure or terminate the loan facility or exercise its rights on the Policy such as surrendering the policy.
- You should read the terms and conditions of the loan contract, for example the frequency of review, the circumstances that may trigger the request(s) and the relevant arrangements of the request(s). You should consider your financial affordability in meeting the particular circumstances stated in the loan contract before arranging any collateral assignment.
7. **逾期還款及拖欠還款的後果：**如閣下把保單抵押及轉讓，閣下須根據貸款合約的條款及細則和還款時間表依期償還貸款本金及利息。如有任何逾期或拖欠還款（包括利息和本金），貸款方可能會要求閣下立即償還所有欠款。貸款方亦可能會將閣下的保單退保以收回拖欠款項，從而導致閣下失去保單提供的保障並蒙受重大財務損失。閣下往後亦可能因某些轉變（例如健康狀況）而不能重新投保以獲得相同的保險保障。如保單退保後取回的金額不足以支付欠款，閣下仍須為相關差額負責。
- 此外，貸款方對閣下的任何責任（包括閣下在貸款方開設的任何戶口的結餘）有可能被用作抵銷閣下拖欠貸款方的貸款。
- Consequence of late repayment and default of loan facility:** If the Policy is pledged and assigned, you are obligated to repay the outstanding loan amount and interest payments according to the repayment schedule under the terms and conditions of the loan contract. Any late or default of loan repayment over the course of the loan facility, including interest payment and principal repayment, may trigger the lender to demand the repayment of the loan immediately. The lender may surrender the Policy and recover the defaulted payment, causing you significant financial losses and loss of insurance coverage. You may not be able to obtain the same insurance coverage for reasons such as changes in health conditions. You shall remain liable for any shortfall between the amounts of the proceeds of the Policy and the outstanding amount of the loan facility.
- In addition, the lender may set off any obligation under the loan facility owed by you to the lender against any obligation owed by the lender to you (including credit balances in any account you maintain with the lender).
8. **提前終止保單/退保提取保單價值的影響：**如果貸款方根據保單轉讓契據的條款及細則在保單期滿前終止保單、退保或提取保單價值：
- 保單利益可能會遠低於已繳交的總保費、貸款合約下的利息支出和提前還款罰款（如適用）的總和，尤其是在保單生效後的最初幾年；
 - 閣下可能會失去部份或全部保單提供的保障，而閣下將來未必能夠重新投保以獲得相同的保險保障；
 - 閣下可能會失去保單應得的各種紅利；
 - 貸款方可能會取用閣下的全部或部分保單利益以支付閣下於貸款方的其他欠款（不論是否與貸款有關）；及
 - 如閣下同時使用該保單作為業務或其他安排的條件或擔保，保單被終止後可能會導致相關安排違約並帶來不利後果。
- Impact of early termination/surrender/withdrawal:** If the lender exercises its right under the terms and conditions of the deed of policy assignment to terminate or surrender the Policy, or withdraw cash value before the end of policy term:
- the amount of benefits receivable under the Policy may be substantially less than the sum of total premium paid, interest expenses incurred and early repayment penalty imposed (if applicable) under the loan contract, especially in the early years of the Policy;
 - you may partially or fully lose the insurance coverage and may not be able to obtain the same insurance coverage;
 - you may lose the entitlement to dividends, bonuses, etc. under the Policy;
 - the lender may apply all or part of the benefits receivable under the Policy against the outstanding amounts owed by you (whether or not the outstanding amounts are under the loan facility); and
 - in cases where the Policy is required as part of conditions in your business or other arrangements, the termination of the Policy may trigger further events of defaults in these arrangements with adverse consequences.
9. **受保人身故的影響：**若受保人身故，保單所支付的身故賠償金額可能會遠低於已繳交的總保費、貸款合約下的利息支出和提前還款罰款（如適用）的總和，閣下可能因此蒙受重大財務損失。
- Impact of death of insured:** In the event of the death of the insured, the amount of death benefit receivable under the policy may be substantially less than the sum of total premium paid, interest expenses incurred and early repayment penalty imposed (if applicable) under the loan contract, and you may suffer a significant financial loss.
10. **利率波動風險：**貸款的利息支出會影響閣下保單的預期淨回報率（即扣除利息支出後的回報）。若貸款利率並非固定（即是會不時變動的浮息），閣下可能需承受重大利率風險。即使貸款利率以定息計算，貸款方亦可能有權根據貸款合約不時調整貸款利率。貸款利率上升會增加閣下的償債成本（即定期須支付的利息有所增加）。若貸款利率大幅上升，可能導致閣下未能如數還款而因此違約。此外，若貸款利率遠高於保單的回報，閣下將蒙受重大財務損失。
- Exposure to interest rate fluctuation:** The interest payment of the loan facility will affect the net rate of return (i.e. net of interest payment) you plan to achieve in your Policy. You may be exposed to significant interest rate risk if the interest rate of the loan facility is not fixed (i.e. floating rate subject to changes from time to time). Even in the case of fixed interest rate, the lender may have discretion to adjust the interest rate on the loan facility from time to time. Any increase in interest rates applicable to the loan facility will increase the cost of servicing the loan facility (i.e. increase in regular interest payments.). You may not be able to service the loan facility and may hence default when there is a substantial increase in the interest rate. Also, in cases where the interest rate of the loan facility is substantially higher than the returns received from the Policy, you will suffer a significant financial loss.

11. **非保證利益波動風險**：若閣下的保單包含非保證利益，利益說明文件及保單價值預期演示中顯示的非保證利益乃基於投資回報的假設，並不保證可以實現。若閣下保單的投資回報未能達到該假設，閣下可獲得的非保證利益則可能低於利益說明及保單價值預期演示文件中顯示的金額，或大幅低於閣下須支付的貸款利息；在某些情況下，非保證利益甚至可能為零。
如果保單的總回報遠低於閣下須支付的貸款利息，閣下將蒙受重大財務損失。
Exposure to risk of non-guaranteed fluctuation: If your Policy includes non-guaranteed benefits, the projected non-guaranteed benefits shown in the Benefit Illustration and Policy Value Projection are determined under the assumed investment return and are not guaranteed. If the investment return assumed for your Policy is not achieved, your non-guaranteed benefits may be lower than those illustrated or substantially lower than the interest applicable to the loan facility, and in certain circumstances, may even be zero.
If the total return generated by the Policy is substantially lower than the interest payable under the loan facility, you will suffer a significant financial loss.
12. **匯率波動風險**：若貸款貨幣與保單貨幣不相同，便會出現匯率風險。在保單抵押性轉讓的情況下，閣下可能需要先將保單收益按當時的匯率由保單貨幣兌換至貸款貨幣，才能償還貸款。若匯率出現不利波動導致閣下的保單收益大幅低於未償還的貸款金額，閣下將蒙受重大財務損失。
Exposure to exchange rate fluctuation: Exchange rate exposure arises when the loan currency differs from the policy currency. In the case of collateral assignment, you may be required to convert the proceeds received under your Policy into the loan currency, under the prevailing exchange rate, before being able to settle the loan repayments. In cases where the proceeds received from the policy is substantially lower than the outstanding loan amount due to adverse fluctuation in the exchange rate, you will suffer a significant financial loss.
13. **信貸風險**：閣下須承受本公司的信貸風險。若本公司未能履行其於保單的責任，或其信貸評級有不利變化，貸款方可能有權要求閣下提供額外的抵押品、調整閣下的信貸限額、重組甚至終止貸款。閣下可能須立即償還所有貸款本金、利息及行政費用。如閣下從保單中獲得的收益不足以支付欠款，閣下則仍須為相關差額負責。
Exposure to credit risk: You are subject to the credit risk of the Company. In the event that the Company becomes default on its obligations or an adverse change in its credit rating, the lender may, at its discretion, ask for additional collateral, adjust your credit limit, restructure or even terminate the loan facility. You may be obligated to repay the loan, the interest and administrative fee accrued immediately, and you shall remain liable for any shortfall between the amounts of the proceeds of the Policy and the outstanding amount of the loan facility.
14. **付款時間落差**：閣下可能因為保單收益未能在貸款合約規定的還款日或之前匯至貸款方（例如貸款到期日早於閣下的保單期滿日，或保險公司需時處理保單利益發放），而導致閣下拖欠還款而違約。閣下將要全數承擔貸款方根據貸款合約的條款及細則所徵收的任何逾期罰息或違約利息。
Payment timing mismatch: There is a possibility that the proceeds from your Policy will not be remitted to the lender on or before the repayment date as specified in the loan contract (e.g. due to loan facility maturity date being earlier than your policy maturity date, or turn-around-time for policy benefits disbursement), resulting in the default of loan repayment by you. You will be solely liable for any late penalty interest or defaulting interest imposed by the lender under the terms and conditions of the loan contract.
15. **對冷靜期權利的影響**：由於閣下在冷靜期內取消保單的權利可能被轉讓予貸款方，故此任何取消保單的要求均可能須先徵得貸款方同意。即使閣下已在冷靜期內轉讓並取消保單，閣下可能仍須償還貸款的本金、提前還款罰款（如適用）、利息及其他行政費用。
Impacts on cooling-off right: Your right to cancel this Policy within the cooling-off period may be assigned to the lender, and therefore any cancellation request may be subject to the lender's consent. For a policy assigned and cancelled within the cooling-off period, you may be obligated to repay the loan principal, early repayment penalty (if applicable), interest and other administrative fee accrued under the loan facility.
16. **保單責任解除**：除非及直至本公司收到貸款方書面通知，通知本公司此項保單的權益轉讓已再轉讓予閣下及/或閣下之遺產代理人，否則，本公司就此份保單對閣下及閣下之遺產代理人及受益人的責任及義務，會因本公司將此份保單的所有有關利益直接賠付予貸款方而完全解除。
Discharge of Policy Liability: Unless and until the Company has received actual written notice from the lender that the assignment of this Policy has been reassigned to you and/or your personal representative(s), the Company's liability and obligation to you, your 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 lender directly.

簽署 Signatory

本人/我們確認持牌保險中介人已向本人/我們解釋《保單抵押性轉讓聲明》包括保單抵押的重要說明及影響，而本人/我們亦已閱讀並明白其內容。
I/We confirm that the "Declaration of Collateral Assignment" including Important Notes and Implications on Assignment have been explained to me/us by the Licensed Insurance Intermediary, and I/We have read and understood its contents.

本人/我們授權 貴公司向貸款方披露本人/我們的個人資料，目的為聯繫、檢索或以其他程序處理由貸款方持有本人/我們的紀錄。
I/We hereby authorize the Company to disclose to the lender personal data of me/us for the purpose of linking, retrieving or otherwise processing records relating to me/us held by the lender.

本人/我們在此聲明並同意已收受、閱讀及完全明白 貴公司的個人資料收集聲明，及同意本人/我們的任何個人資料可用作該聲明第 7 段所述之用途及貴公司可把該等個人資料提供給該聲明第 8 段所述各方作上述用途。
I/We hereby declare and agree that I/we have received, read and fully understood the Personal Information Collection Statement of the Company, and agree that any of my/our 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.

保單權益人簽署 Signature of Policy Owner(s)

簽署地 Sign at

日期 Date (日DD/月MM/年YYYY)

持牌保險中介人聲明 Declaration by the Licensed Insurance Intermediary

本人聲明，本人已與保單權益人解釋《保單抵押性轉讓聲明》包括保單抵押的重要說明及影響。
I declare that I have discussed and fully explained the "Declaration of Collateral Assignment" including Important Notes and Implications on Assignment to the Policy Owner.

本人進一步聲明，本人並沒有作出任何不準確或誤導的陳述或聲明，或隱瞞任何可能影響保單權益人決定的資訊。
I further declare that I have not made any inaccurate or misleading statements or representations, or withheld any information which may affect the decision of the Policy Owner.

持牌保險中介人簽署 Signature of the Licensed Insurance Intermediary

保監局牌照號碼 IA License No.

持牌保險中介人全名 Full Name of the Licensed Insurance Intermediary

日期 Date (日DD/月MM/年YYYY)

個人資料收集聲明

在中銀集團人壽保險有限公司(“中銀人壽”), 保護我們客戶個人資料對我們很重要。作為一個提供保險產品及服務的機構, 收集及運用客戶個人資料是我們日常商業運作的基本工作。如客戶希望了解中銀人壽的私隱政策的詳情, 歡迎透過以下網址 <http://www.boclife.com.hk/privacy-policy.html> 閱讀有關文件。

1. 本聲明列載中銀集團人壽保險有限公司(下稱「本公司」)有關其資料當事人(見以下定義)的資料政策。
2. 就本聲明而言,「本集團」指本公司及其控股公司、分行、附屬公司、代表辦事處及附屬成員,及其任何一方,不論其所在地。附屬成員包括本公司的控股公司之分行、附屬公司、代表辦事處及附屬成員,不論其所在地。
3. 「資料當事人」一詞,不論於本聲明何處提及,包括以下為個人的類別:
- (a) 本公司提供的保險及相關服務和產品的申請人或客戶/用戶,包括保單權益人、索償人、受益人、受保人及/或其他有關人士及其被授權人;
 - (b) 任何公司申請人及客戶/用戶的董事、股東、高級職員及經理;及
 - (c) 本公司的供應商、承建商、服務供應商及其他合約對手。

為免疑問,「資料當事人」不包括任何法人團體。本聲明的內容適用於所有資料當事人,並構成其與本公司不特訂立或可能訂立的任何合約及/或保單的一部分。若本聲明與有關合約及/或保單存在任何差異或分歧,就有關保護資料當事人的個人資料而言概以本聲明為準。本聲明並不限制資料當事人在個人資料(私隱)條例(香港法例第 486 章)(「條例」)下之權利。

4. 資料當事人在建立、延續保險業務及行政事宜及/或有關的產品及服務及授信、處理有關本公司簽發的保單的索償、及/或處理任何和所有其他資料當事人的要求、查詢或投訴、及/或為遵守在香港特別行政區境內或境外的監管或其他機關頒佈的任何法律、發出的指引或要求(包括但不限於根據香港特別行政區與美國之間的跨政府協議(「跨政府協議」)、香港特別行政區與美國在 2014 年 3 月 25 日簽署的《稅務資訊交換協議》執行《海外賬戶稅收合規法案》),以及經濟合作暨發展組織作出的規定,包括關於其為履行其共同報告標準的主管機關協議的監管機制)時,資料當事人需要不時向本公司提供有關的個人資料。

5. 若未能向本公司提供該等資料,可能會由於資料不足導致本公司無法評估/處理你的申請及/或提供保險及相關服務和產品及授信。若你拒絕給予上述明確的同意,本公司也可能需要向適用的監管機構匯報保單項下的價值和付款金額;在特定的情況下,若你拒絕給予明確的同意,本公司可能保留保單項下的部分或所有利益;或終止保單。

6. 本公司會不時收集或接收有關資料當事人的資料。該等資料包括但不限於在資料當事人與本公司延續正常業務往來期間,例如,當資料當事人簽發支票、存款或透過本公司發出的或提供的信用卡進行交易或在一般情況下以口頭或書面形式與本公司溝通時,從資料當事人所收集的資料。

7. 資料當事人之資料(包括信用資料和以往申索紀錄)的用途將視乎其與本公司及/或本集團的關係性質有所不同,其中包括以下用途:

- (a) 處理、評估及/或批核有關保險產品及服務的申請,調查和結清申索,偵測和防止欺詐行為(無論是否與就此申請而發出的保單有關)、及有關該等產品及服務的增添、更改、變更、取消、續期及/或復效的申請;
- (b) 管理由本公司及/或本集團簽發的保單;
- (c) 研究及/或設計供客戶使用的保險/金融產品及/或服務;
- (d) 與任何由本公司或任何本公司集團內的公司及相關聯公司提供的產品及/或服務相關,而由你提出或對你作出的索償,或以其他形式涉及你的索償有關的用途,包括但不限於作出、辯護、分析、調查、處理、評估、釐定、結清或回應該等索償;
- (e) 在適當時進行身份及/或信貸檢查及進行資料配對程序;
- (f) 為符合根據上述適用於本公司及/或期望本公司及/或本集團遵從有關披露及使用資料之責任、規定或安排:
 - (i) 在香港特別行政區境內或境外之已存在、現有或將來對其具約束力或適用於其的任何法律;
 - (ii) 在香港特別行政區境內或境外之已存在、現有或將來並由任何法定、監管、政府、稅務、執法或其他機構,或由金融服務提供者之自律監管或行業的團體或組織所發出或提供之任何指引或指導;
 - (iii) 本公司及/或本集團因其金融、商業、營業或其他利益或活動處於或關連於相關本地或海外的法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織之司法管轄區而須承擔或獲施加與本地或海外之法定、監管、政府、稅務、執法或其他機構或金融中介人,或金融服務提供者之自律監管或行業團體或組織之間的現有或將來之任何合約承諾或其他承諾及/或本公司及/或本集團遵守適用稅務法律的義務,包括但不限於《海外賬戶稅收合規法案》和跨政府協議;
- (g) 處理(包括但不限於調查、分析、核保及裁定)有關本公司簽發的保單的索償;
- (h) 為推廣服務、產品及其他標的(詳見下述第 9 段);
- (i) 提供客戶服務(包括但不限於處理查詢及投訴)及有關活動;
- (j) 供本公司及任何本公司集團內的公司及相關聯公司作進行核對或精算研究用途;
- (k) 釐定本公司欠付你或你拖欠本公司的任何款項的金額,及執行你之責任,包括但不限於向你或任何已為你的債務向本集團提供任何擔保或承諾的人士追收欠款;
- (l) 為符合根據任何本集團計劃下就遞付洗錢、恐怖份子資金籌集或其他非法活動之批准或防止或偵測而作出本集團內資料及信息共享及/或任何其他使用資料及信息的任何責任、規定、政策、程序、措施或安排;
- (m) 使本公司的實在或建議承讓人,或本公司對資料當事人的權利的參與人或附屬參與人評核意圖成為轉讓,參與或附屬參與的交易;
- (n) 與資料當事人或其他人士之資料作比較以進行信貸調查,資料核實或以其他方法產生或核實資料,不論有關比較是否為對資料當事人採取不利之行動而推行;
- (o) 作為維持資料當事人的信譽記錄或其他記錄(不論資料當事人與本公司是否存在任何關係),以作現在或將來參考之用;及
- (p) 供作任何與上述事項有關聯、有附帶性或有關的用途。

8. 本公司會對其持有的資料當事人資料保密,除非本公司可能會把該等資料提供及披露(如條例所定義的)給下述各方作先前一段列出的用途:

- (a) 任何代理人、承包人、或向本公司提供行政、電訊、電腦、付款或其他與本公司業務運作有關的服務的第三方服務供應商,不論其所在地;
- (b) 任何對本公司(包括本集團的任何成員)有保密責任並已承諾作出保密有關資料的其他人士;
- (c) 任何再保險及索償調查公司、有關的保險行業協會及聯會和該等協會及聯會的會員;
- (d) 信貸資料服務機構;而在資料當事人欠賬時,則可將該等資料提供給收數公司;
- (e) 任何與資料當事人已經或將會存在往來的金融機構、消費卡或信用卡發行公司、保險公司、證券及投資公司;
- (f) 本公司及/或本集團在根據對其本身及/或本集團具約束力或適用的任何本地或外國法律、法例或法規規定下之責任或其他原因而必須向該人、實體、或政府或政府機構或金融中介人作出披露,或按照及為實施由任何法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織所提供或發出的指引或指導而預期向該人作出披露,或根據與本地或海外之法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織之間的任何合約承諾或其他承諾而向該人作出任何披露之任何人士,該等人士可能處於香港特別行政區境內或境外及可能是已存在、現有或將來出現的任何人士;
- (g) 假如資料當事人的資料是被收集並使用於處理其申請、調查和結清申索、以及偵測和防止欺詐行為,有關個人資料將會被轉給以下人士,而他們只能在有合理需要履行前述任何一項目的之情況下才可收集和使用這些資料:保險理算人、代理和經紀;僱主;醫護專業人士;醫院;會計師;財務顧問;律師;整合保險業申索和承保資料的組織;防欺詐組織;其他保險公司(無論是直接地,或是通過防欺詐組織或本段中指名的其他人士);警察;和保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者)。
- (h) 本公司的任何實在或建議承讓人或就本公司對資料當事人的權利的參與人或附屬參與人或受讓人;及
- (i) 本集團之任何成員:
 - (i) 第三方金融機構、承保人、信用卡公司、證券、商品及投資服務供應商;
 - (ii) 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商;
 - (iii) 本公司及本集團之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定));
 - (iv) 慈善或非牟利組織;及
 - (v) 就上述第 7(b)段而獲本公司任用之第三方服務供應商(包括但不限於代寄郵件公司、電訊公司、電話促銷及直銷代理人、電話服務中心、數據處理公司及資訊科技公司),不論其所在地。本公司可能為上述第 7 段所列之目的不時將資料當事人的資料轉移往香港特別行政區境外的地區。

9. 使用資料作直接促銷

本公司擬使用資料當事人的資料作直接促銷及本公司須為此目的取得資料當事人同意(包括資料當事人不反對之表示)。2012 年個人資料(私隱)條例第 VIA 部中關於資料當事人的同意的特定要求。因此,請注意以下:

- (a) 本公司持有資料當事人的姓名、聯絡詳情、產品及服務投資組合信息、交易模式及行徑、財務背景及統計資料可不時被本公司用於直接促銷;
- (b) 以下服務、產品及類別可作推廣:
 - (i) 財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信;
 - (ii) 獎賞、年資獎勵或優惠計劃及相關服務和產品;
 - (iii) 本公司的聯名合作夥伴提供之服務和產品(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定));及
 - (iv) 為慈善及/或非牟利的目的之捐款及資助;
- (c) 上述服務、產品及標的可由本公司及/或下述人士提供或(如涉及捐款及資助)募捐:
 - (i) 本集團之任何成員;
 - (ii) 第三方金融機構、承保人、信用卡公司、證券、商品及投資服務供應商;
 - (iii) 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商;
 - (iv) 本公司及本集團之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定));及
 - (v) 慈善或非牟利組織;
- (d) 除本公司推廣上述服務、產品及標的外,本公司同時擬提供列明於上述第 9(a)段之資料至上述第 9(c)段的所有或其中任何人士,該等人士藉以用於推廣上述服務、產品及標的,並本公司須為此目的取得資料當事人同意(其中包括資料當事人不反對之表示);

若資料當事人不願意本公司使用或提供其資料予其他人士,藉以用於以上所述之直接促銷,資料當事人可通知本公司以行使其不同意此安排的權利。

10. 根據條例中的條款,任何資料當事人有權:
- (a) 查核本公司是否持有他的資料及要求查閱該等資料;
 - (b) 要求本公司改正任何有關他的不準確的資料;及
 - (c) 查明本公司對於資料的政策及慣例和獲告知本公司持有的個人資料種類。

11. 根據條例之條款,本公司有權就處理任何查閱資料的要求收取合理費用。

12. 任何關於查閱或改正資料,或索取關於資料政策及慣例或所持有的資料種類的要求,應向下列人士提出:

中銀集團人壽保險有限公司
資料保障主任
中銀集團人壽保險有限公司
香港太古城英皇道 1111 號 13 樓
傳真: (852) 2522 1219

13. 本聲明的英文版本與中文版本如有任何分歧,一概以英文版本為準。

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.boclif.com.hk/en/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 back ground 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.