

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"

保险中介人姓名 _____ 分行及员工/专属代理编号 _____ 联络电话 _____
Name of Insurance Intermediary _____ Branch Code & Staff No./Agent Code _____ Contact Tel No. _____

注意事项 Notes:

- 请用正楷填写。Please complete in BLOCK LETTERS.
- 请于适用处加「✓」。Please tick 「✓」 where appropriate.
- 此保单抵押性转让声明之中文译本只作参考之用,如译本与原英文文本有异,则以英文文本为准。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.

保单编号 Policy Number	保单权益人姓名 Name of the Policy Owner	受保人姓名 Name of the Insured
	联络电话 Contact Tel No	

承让人全名 Full Name of Assignee (以下简称「贷款方」 referred to hereinafter as "the lender")

此乃重要资料 阁下必须细阅 SOME IMPORTANT FACTS YOU SHOULD KNOW
签署前请仔细阅读 Please read carefully before signing.
阁下的持牌中介人须清晰地向阁下解释以下内容 Your licensed insurance intermediary should clearly explain the following to you.

保单抵押性转让的重要说明及影响 Important Notes and Implications on Collateral Assignment

- 什么是保单抵押性转让:** 保单抵押性转让是一种保单抵押贷款安排,指阁下作为保单权益人,通过转让契据形式将阁下所拥有的全部或部分保单权利作为抵押品转让予贷款方。

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.
- 独立的安排/合约:** 保单抵押性转让是阁下与贷款方之间的独立安排,既不是也不构成阁下与本公司之间的保险合同的一部分。本公司不是贷款合约和保单转让契据的合约方之一,因此不受阁下与贷款方所签订的保单转让契据的条款及细则(包括纠纷调解)约束。如果阁下对相关条款及细则有任何疑问,应联络贷款方。

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.
- 保单权利受限:** 阁下就以上保单的全部或部分保单权利、产权、利益、以及权益连同其中所有利润及红利根据保单转让契据的条款及细则作为抵押品抵押并转让予贷款方。受限于保单转让契据的条款及细则,贷款方将有权行使阁下保单的全部或部分保单权利,而阁下在未经贷款方批准前不能行使这些权利。这些保单权力包括:

 - 收取本公司根据保单应支付的任何利益及给付之红利(包括但不限于期满金额、退保价值、身故赔偿等);
 - 在冷静期内取消保单、在冷静期后退保或提取保单价值;
 - 申请保单贷款或行使保单内的任何选项;
 - 更改或修订保单(例如更改受益人、将保单再次抵押或转让);及
 - 行使任何不能作废的选择。

因此,阁下应仔细阅读贷款合约和保单转让契据的条款及细则,考虑相关条款及细则对阁下的保单可能造成的潜在不利影响,并考虑该保单是否仍然适合阁下。

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.
- 实际收益不足:** 由于部分保单利益将被用于偿还贷款(包括贷款本金及相关利息),保单的实际净利益将少于相关利益说明及保单价值预期演示文件中所显示的金額。此差额可能非常显著。

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. **保单资料的发放及查阅：**贷款方将有权查阅阁下的保单资料，本公司可能须按贷款方的指示不时将阁下的保单资料发放予贷款方，例如退保价值、现金价值以及保单的任何贷款或垫款资料。
- 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. **提供额外抵押品及按贷款方要求还款的风险：**贷款方可能有权不时重新检视阁下的贷款，并有权随时重组或终止该贷款。在贷款合同中订明的特定情况下，贷款方可能会要求阁下提供额外的抵押品，或即时偿还部分或全部欠款。如阁下无法满足贷款方的要求，贷款方可能会重组或终止该贷款，或行使贷款方所拥有的保单权利，例如退保以收回欠款。
- 阁下应仔细阅读贷款合约的条款及细则，例如贷款检视频率和次数、可能引致上述情况的条件及相关安排等。阁下在安排任何保单抵押性转让之前，应考虑自己的财务负担能力是否能够满足贷款合约中订明的各种特定情况。
- 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. **逾期还款及拖欠还款的后果：**如阁下把保单抵押及转让，阁下须根据贷款合约的条款及细则和还款时间表依期偿还贷款本金及利息。如有任何逾期或拖欠还款（包括利息和本金），贷款方可能会要求阁下立即偿还所有欠款。贷款方亦可能会将阁下的保单退保以收回拖欠款项，从而导致阁下失去保单提供的保障并蒙受重大财务损失。阁下往后亦可能因某些转变（例如健康状况）而不能重新投保以获得相同的保险保障。如保单退保后取回的金额不足以支付欠款，阁下仍须为相关差额负责。
- 此外，贷款方对阁下的任何责任（包括阁下在贷款方开设的任何户口的结余）有可能被用作抵销阁下拖欠贷款方的贷款。
- 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. **提前终止保单/退保/提取保单价值的影响：**如果贷款方根据保单转让契据的条款及细则在保单期满前终止保单、退保或提取保单价值：
- 保单利益可能会远低于已缴交的总保费、贷款合约下的利息支出和提前还款罚款（如适用）的总和，尤其是在保单生效后的最初几年；
 - 阁下可能会失去部份或全部保单提供的保障，而阁下将来未必能够重新投保以获得相同的保险保障；
 - 阁下可能会失去保单应得的各种红利；
 - 贷款方可能会取用阁下的全部或部分保单利益以支付阁下于贷款方的其他欠款（不论是否与贷款有关）；及
 - 如阁下同时使用该保单作为业务或其他安排的条件或担保，保单被终止后可能会导致相关安排违约并带来不利后果。
- 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. **受保人身故的影响：**若受保人身故，保单所支付的身故赔偿金额可能会远低于已缴交的总保费、贷款合约下的利息支出和提前还款罚款（如适用）的总和，阁下可能因此蒙受重大财务损失。
- 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. **利率波动风险：**贷款的利息支出会影响阁下保单的预期净回报率（即扣除利息支出后的回报）。若贷款利率并非固定（即是会不时变动的浮息），阁下可能需承受重大利率风险。即使贷款利率以定息计算，贷款方亦可能有权根据贷款合约不时调整贷款利率。贷款利率上升会增加阁下的偿债成本（即定期须支付的利息有所增加）。若贷款利率大幅上升，可能导致阁下未能如数还款而因此违约。此外，若贷款利率远高于保单的回报，阁下将蒙受重大财务损失。
- 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. **非保证利益波动风险:** 若阁下的保单包含非保证利益, 利益说明文件及保单价值预期演示中显示的非保证利益乃基于投资回报的假设, 并不保证可以实现。若阁下保单的投资回报未能达到该假设, 阁下可获得的非保证利益则可能低于利益说明及保单价值预期演示文件中显示的金额, 或大幅低于阁下须支付的贷款利息; 在某些情况下, 非保证利益甚至可能为零。
如果保单的总回报远低于阁下须支付的贷款利息, 阁下将蒙受重大财务损失。
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. **汇率波动风险:** 若贷款货币与保单货币不相同, 便会出现汇率风险。在保单抵押性转让的情况下, 阁下可能需要先将保单收益按当时的汇率由保单货币兑换至贷款货币, 才能偿还贷款。若汇率出现不利波动导致阁下的保单收益大幅低于未偿还的贷款金额, 阁下将蒙受重大财务损失。
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. **信贷风险:** 阁下须承受本公司的信贷风险。若本公司未能履行其于保单的责任, 或其信贷评级有不利变化, 贷款方可能有权要求阁下提供额外的抵押品、调整阁下的信贷限额、重组甚至终止贷款。阁下可能须立即偿还所有贷款本金、利息及行政费用。如阁下从保单中获得的收益不足以支付欠款, 阁下则仍须为相关差额负责。
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. **付款时间落差:** 阁下可能因为保单收益未能在贷款合约规定的还款日或之前汇至贷款方 (例如贷款到期日早于阁下的保单期满日, 或保险公司需时处理保单利益发放), 而导致阁下拖欠还款而违约。阁下将要全数承担贷款方根据贷款合约的条款及细则所征收的任何逾期罚息或违约利息。
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. **对冷静期权利的影响:** 由于阁下在冷静期内取消保单的权利可能被转让予贷款方, 故此任何取消保单的要求均可能须先得贷款方同意。即使阁下已在冷静期内转让并取消保单, 阁下可能仍须偿还贷款的本金、提前还款罚款 (如适用)、利息及其他行政费用。
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. **保单责任解除:** 除非及直至本公司收到贷款方书面通知, 通知本公司此项保单的权益转让已再转让予阁下及/或阁下之遗产代理人, 否则, 本公司就此份保单对阁下及阁下之遗产代理人及受益人的责任及义务, 会因本公司将此份保单的所有有关利益直接赔付予贷款方而完全解除。
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.

签署 Signatory

本人/我们确认持牌保险中介人已向本人/我们解释《保单抵押性转让声明》包括保单抵押的重要说明及影响, 而本人/我们亦已阅读并明白其内容。
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/我们授权 贵公司向贷款方披露本人/我们的个人资料, 目的为联系、检索或以其他程序处理由贷款方持有本人/我们的纪录。
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/我们在此声明并同意已收受、阅读及完全明白 贵公司的个人资料收集声明, 及同意本人/我们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。
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.

保单权益人签署 Signature of Policy Owner(s)

签署地 Sign at

日期 Date (日DD/月MM/年YYYY)

持牌保险中介人声明 Declaration by the Licensed Insurance Intermediary

本人声明, 本人已与保单权益人解释《保单抵押性转让声明》包括保单抵押的重要说明及影响。
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.

本人进一步声明, 本人并没有作出任何不准确或误导的陈述或声明, 或隐瞒任何可能影响保单权益人决定的资讯。
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.

持牌保险中介人签署 Signature of the Licensed Insurance Intermediary

保监局牌照号码 IA License No.

持牌保险中介人全名 Full Name of the Licensed Insurance Intermediary

日期 Date (日DD/月MM/年YYYY)

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声明的详情, 欢迎透过以下网址 <http://www.boclife.com.hk/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缔约方。

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, 就有关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」)及/或其他适用法律(包括香港特别行政区区内或境外之法律)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、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/或为遵守在香港特别行政区区内或境外的监管或其他机关颁布的任何法律、发出的指引及要求(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, 可能会由于资料不足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。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. 本公司会不时从各方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或本集团成员延续正常业务往来期间, 例如, 当资料当事人签发支票、存款或透过本公司或本集团成员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。资料亦可能与本公司或任何本集团成员可获取的其他资料组合或产生。

7. 资料当事人之资料(包括信用资料和以往申索纪录)的用途将视乎其与本公司及/或本集团的关系性质有所不同, 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(无论是否与就此申请而发出的保单有关); 及/或有关产品及服务的增添、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/金融产品及其服务;
- (d) 与任何由本公司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, 或以其他方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程序;
- (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) 在香港特别行政区区内或境外之已存在、现有或将来对其具约束力或适用于其的任何法律;
 - (ii) 在香港特别行政区区内或境外之已存在、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连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获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11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) 供本公司及本集团作进行统计或精算研究用途;
- (k) 厘定本公司欠付你或你拖欠本公司的任何款项的金额, 及强制执行你应向本公司履行之责任, 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制裁或防止或侦测而作出本集团内资料及信息共享及/或任何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承让人, 或本公司对资料当事人的权利的参与人或附属参与人评估意图为转让, 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) 任何与上述第7段事项有联系、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, 但(如适用之法律有所要求, 仅在获得资料当事人的单独同意的情况下)本公司可能会把该等资料提供及披露(如条例及/或适用之法律所定义的)给下述各方作先一段列出的用途:

- (a) 任何代理人、承包商、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存在往来的金融机构、信用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/或本集团在根据对其本身及/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区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名的其他人士); 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承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; 及
 - (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) 第三方奖赏、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、电话销售及直销代理人、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至香港特别行政区以外的地区。如适用之法律有所要求, 本公司将征求资料当事人针对该等跨境传输活动的单独同意。

9. 如适用之法律有所要求, 本公司将在和第三方共享资料当事人的个人资料前, 告知资料当事人接收方的姓名和联系方式、处理和提供其个人资料的目的和方式, 以及将要提供和分享个人资料的种类, 并征求资料当事人对共享其个人资料单独同意。前述的个人资料接收方将仅为实现本通知下规定的具体目的所需的范围内使用个人资料, 并在实现目的所需的最短时间内保存个人资料, 或(如适用之法律有所要求)前述的个人资料接收方将按照适用之法律使用及保存个人资料。

10. 本公司收集的部分资料可能构成个人信息保护法下的「敏感个人信息」, 而只有在采取了严格的保护措施且在处理行为具备充分必要性的前提下, 本公司才会处理敏感个人信息。如适用之法律有所要求, 该等敏感个人信息将在获得资料当事人的单独同意后才会进行处理。

11. 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;
 - (ii) 奖赏、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) 第三方奖赏、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

(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11(a)段之资料至上述第11(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。

12. 使用本公司开放应用程序介面(「Open API」)向资料当事人的第三方服务供应商转移个人资料本公司可根据资料当事人向本公司或资料当事人使用之第三方服务供应商所发出的指示, 使用本公司的Open API向第三方服务供应商转移资料当事人的资料, 以作本公司或第三方服务供应商所通知资料当事人的用途及/或资料当事人根据条例所同意的用途。

13. 根据条例及/或适用之法律的条款, 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;
- (c) 查明关于本公司保障个人资料私隐的政策及实务和告知本公司持有的个人资料种类;
- (d) 根据适用之法律,
 - (i) 要求本公司删除其个人资料;
 - (ii) 反对以某种特定方式使用其个人资料;
 - (iii) 要求对处理其个人资料的规则进行解释说明;
 - (iv) 要求本公司将其向本公司提供的个人资料转移给其选择的第三方;
 - (v) 撤回对收集、处理或转移其个人资料的同意(资料当事人应注意, 资料当事人撤回他们的同意可能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); 和
 - (vi) 要求对自动化决策过程中产生的决策进行解释, 以及拒绝接受仅由自动化决策技术作出的决定。

14. 根据条例及/或适用之法律的条款, 本公司有权就处理任何查阅资料的要求收取合理费用。

15. 任何关于查阅或改正资料, 或索取关于本公司保障个人资料私隐的政策及实务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) 2522 1219

16. 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。

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 Statement in detail, you may visit relevant document using the hyperlink below <http://www.boclife.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") and/or other applicable laws, including the laws within or outside the Hong Kong Special Administrative Region.

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, 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 various sources 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 or any member of the Group and data subjects, for example, when data subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Company or any member of the Group or generally communicate verbally or in writing with the Company. Data may also be generated or combined with other information, available to the Company or any member of the Group.

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 11 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 the Group;
- (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 to Paragraph 7.

8. Data held by the Company relating to data subjects will be kept confidential but, subject to the data subject's separate consent (insofar as required by applicable laws), the Company may provide and disclose (as defined in the Ordinance and/or applicable laws) 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) any reinsurance and claims investigation company, relevant insurance industry association and federation, 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 company, 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) 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. Insofar as required by applicable laws, the Company will obtain the data subject's separate consent in relation to such international transfers.

9. To the extent required by applicable laws, the Company will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as required by applicable laws, in accordance therewith.

10. Some of the data collected by the Company may constitute sensitive personal data under applicable laws. In this case, the Company will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as required by applicable laws, such sensitive personal data will be processed with the data subject's separate consent.

11. 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;
 - (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 11(a) above to all or any of the persons described in paragraph 11(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.

PERSONAL INFORMATION COLLECTION STATEMENT (CON'T)

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.

12. TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S THIRD PARTY SERVICE PROVIDERS USING THE COMPANY'S OPEN APPLICATION PROGRAMMING INTERFACES ("OPEN API")

The Company may, in accordance with the data subject's instructions to the Company or third party service providers engaged by the data subject, transfer data subject's data to third party service providers using the Company's Open API for the purposes notified to the data subject by the Company or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

13. Under and in accordance with the terms of the Ordinance and/or applicable laws, 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;
- (c) to ascertain the BOC Life's protecting personal data privacy policies and practices and to be informed of the kind of personal data held by the Company;
- (d) in accordance with applicable laws,
 - (i) to request the Company to delete his/her personal data;
 - (ii) to object to certain uses of his/her personal data;
 - (iii) to request an explanation of the rules governing the processing of his/her personal data;
 - (iv) to ask that the Company transfer personal data that he/she has provided to the Company to a third party of his/her choice under circumstances as provided under applicable laws;
 - (v) to withdraw any consent for the collection, processing or transfer of his/her personal data (the data subject should note that withdrawal of their consent may result in the Company being unable to provide, continue and administrate the insurance and/or related products and services); and
 - (vi) to have decisions arising from automated decision making ("ADM") processes explained and to refuse to such decisions being made solely by ADM.

14. In accordance with the terms of the Ordinance and/or applicable laws the Company may charge a reasonable fee for the processing of any data access request.

15. The person to whom requests for access to data or correction of data or for information regarding BOC Life's protecting personal data privacy 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

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

January 2024