



### C. 保单贷款的条款及条件(本「贷款协议」) Terms and Conditions for Policy Loan (this "Loan Agreement")

1. 作为本公司同意向保单权益人发放上述金额之保单贷款(「**保单贷款**」)之代价, 保单权益人谨在此抵押及转让保单给本公司(作为保单贷款的唯一担保)(「**担保**」), 包括所有权利、产权及其权益, 连同所有可能成为根据保单应付的款项。保单权益人进一步保证并陈述, 担保及其在本贷款协议下之义务按照其条款为合法、有效、具约束力并可强制执行。

In consideration of the Company's agreement to grant the policy loan of the aforesaid amount to the Policy Owner (the "**Policy Loan**"), the Policy Owner hereby pledges and assigns to the Company (as sole security for the Policy Loan) (the "**Security**") the Policy and all rights, title and interest therein, together with all money that may become payable thereunder. The Policy Owner further warrants and represents that the Security and its/his/her obligations under this Loan Agreement are legal, valid, binding and enforceable in accordance with its terms.
2. 万用寿险保单贷款只适用于本公司指定的万用寿险产品, 而保单之条款应纳入本贷款协议作为参照之用, 并且除非内文另有规定, 保单之条款所定义之词语在本贷款协议应具有与相同含义。如果保单之条款与本贷款协议之条款和条件有任何不一致之处, 应以本贷款协议之条款和条件为准。

The Policy Loan on Universal Life is only applicable to the universal life plans designated by the Company, and the provisions of the Policy shall be incorporated into this Loan Agreement by reference and unless the context otherwise requires, terms defined in the provisions of the Policy shall have the same meaning in this Loan Agreement. In the event that there are inconsistencies between the provisions of the Policy and the terms and conditions of this Loan Agreement, the terms and conditions of this Loan Agreement shall prevail.
3. 保单贷款申请条件:

Application requirements for the Policy Loan:

  - i. 保单权益人可于保单签发日期起计45天内提交保单贷款申请; 及  
The Policy Owner may apply for the Policy Loan within 45 days after the Policy Issue Date; and
  - ii. 保单贷款只适用于保单货币为港元或美元之保单; 及  
The Policy Loan is only applicable to the Policy which currency is in either HKD or USD; and
  - iii. 贷款金额需符合相关万用寿险产品之最低贷款金额要求, 最低贷款金额要求将由本公司不时订定及公布; 及  
Loan amount should fulfill the minimum loan amount requirement of respective universal life plans of which the minimum loan amount requirement shall be determined and announced by the Company from time to time; and
  - iv. 最高贷款金额为「保单退保价值<sup>^</sup>的90%」或「50,000,000港元 或 6,250,000美元」之较低者。  
The maximum loan amount is the lesser of "90% of Policy's Surrender Value<sup>^</sup>" or "HKD50,000,000 or USD6,250,000".
4. 保单贷款条款:

Terms of the Policy Loan:

  - i. 保单贷款年期(「**贷款年期**」)由本公司批核贷款申请之日(「**保单贷款生效日**」)起计为期一年 (即12个月), 并可根据本贷款协议第7i条续期 (续期时, 「**贷款年期**」一词应指可根据本贷款协议之条款已续期之**贷款年期**);  
The term of the Policy Loan (the "**Loan Tenor**") is one year (i.e. 12 months) commencing from the date on which the loan application is approved by the Company (the "**Policy Loan Effective Date**") renewable pursuant to Clause 7i herein (on renewal, the term "Loan Tenor" shall mean the Loan Tenor as may have been renewed according to the terms herein);
  - ii. 除非保单贷款根据本贷款协议第7i条续期, 保单权益人应在贷款年期的最后一天 (「**保单贷款到期日**」) 全数偿还尚欠之保单贷款, 及其累积之利息 (「**保单贷款结余**」);  
The Policy Owner shall repay the outstanding Policy Loan together with interests accrued thereon (the "**Outstanding Policy Loan Amount**") in full on the last day of the Loan Tenor (the "**Policy Loan Due Date**") unless it is renewed pursuant to Clause 7i herein;
  - iii. 保单贷款的利息以保单贷款利率 (如下文所定义) 每天复息计算;  
The interest on the Policy Loan is compounded daily at the Policy Loan Interest Rate (as defined below);
  - iv. 保单贷款利率为根据本贷款协议第4vi条订定的适用之银行同业拆息 (即3个月香港银行同业拆息(「**HIBOR**」)) 加上/减以固定息率 (「**银行同业拆息选项**」); 或适用之最优惠利率 (即港元最优惠利率或美元最优惠利率) 加上/减以固定息率 (「**最优惠利率选项**」)(如下文所注明);  
The Policy Loan Interest Rate is determined by the applicable Interbank Offered Rate (i.e. 3-month Hong Kong Interbank Offered Rate ("HIBOR")) plus/minus a Fixed Rate (the "**Interbank Offered Rate Option**"); or the applicable Prime Rate (i.e. HKD Prime Rate or USD Prime Rate) plus/minus a Fixed Rate (the "**Prime Rate Option**") determined in accordance with Clause 4vi herein (as specified below);
  - v. 算式及固定息率由本公司于每一个贷款年期开始时订定, 并于该贷款年期内维持不变。银行同业拆息选项及最优惠利率选项各自的现时算式及固定息率详列于本申请表A部的保单贷款利率;  
The formula and Fixed Rate are determined by the Company at the beginning of each Loan Tenor and remain unchanged during that Loan Tenor. The current formulae and Fixed Rates for Interbank Offered Rate Option and Prime Rate Option respectively are specified in Policy Loan Interest Rate under section A of this application form;
  - vi. 保单贷款生效日起计首三个月, 银行同业拆息选项适用之3个月HIBOR应为香港银行公会在保单贷款生效日公布之当时生效的3个月HIBOR, 而最优惠利率选项适用之港元最优惠利率/美元最优惠利率应为中国银行(香港)有限公司在保单贷款生效日公布之当时生效的港元最优惠利率/美元最优惠利率。其后, 银行同业拆息选项适用之3个月HIBOR或最优惠利率选项适用之港元最优惠利率/美元最优惠利率将于其后的每三个月变更, 并于该三个月期间采用其首个历日当时生效之3个月HIBOR或港元最优惠利率/美元最优惠利率。当银行同业拆息选项适用之3个月HIBOR或最优惠利率选项适用之港元最优惠利率/美元最优惠利率作出更新时, 本公司会以书面方式通知保单权益人(注: 3个月HIBOR/港元最优惠利率及美元最优惠利率分别适用于港元及美元保单);  
During the first three months commencing on the Policy Loan Effective Date, in respect of Interbank Offered Rate Option the applicable 3-month HIBOR shall be the then current 3-month HIBOR published by the Hong Kong Association of Banks as at the Policy Loan Effective Date, while in respect of Prime Rate Option the applicable HKD Prime Rate/USD Prime Rate shall be the then HKD Prime Rate/USD Prime Rate as quoted by Bank of China (Hong Kong) Limited as at the Policy Loan Effective Date.

Thereafter, the applicable 3-month HIBOR in respect of Interbank Offered Rate Option or the applicable HKD Prime Rate/USD Prime Rate in respect of Prime Rate Option will change at each subsequent three months' interval with the 3-month HIBOR or HKD Prime Rate/USD Prime Rate then prevailing on the first calendar day of each three-months' period to be applied during that three months' period. The Company will notify the Policy Owner in writing when it updates the applicable 3-month HIBOR in respect of Interbank Offered Rate Option or the applicable HKD Prime Rate/USD Prime Rate in respect of Prime Rate Option (Note: 3-month HIBOR/HKD Prime Rate and USD Prime Rate are applicable to HKD and USD policies respectively.);

vii. 一经选定，在贷款年期期间银行同业拆息选项及最优惠利率选项不可切换。

The Interbank Offered Rate Option and the Prime Rate Option cannot be switched during the Loan Tenor once it is selected.

5. 于保单贷款生效期间，保单权益人须根据保单条款缴付目标保费、定期额外保费、非定期额外保费或作出提取部份款项，惟须符合下列条款：

During the period in which the Policy Loan remains effective, the Policy Owner shall pay the Target Premium, Scheduled Top-up Premium, Unscheduled Top-up Premiums or make a Partial Withdrawal in accordance with the Policy provisions, subject to the following provisions:

- i. 如保单条款允许缴付非定期额外保费，保单权益人可于保单贷款生效日起计45日内缴付非定期额外保费多一次，惟须符合本公司不时订定的非定期额外保费之最低及最高金额要求；

If Unscheduled Top-up Premium is allowed according to Policy provisions, the Policy Owner may pay extra Unscheduled Top-up Premiums one further time provided that such extra Unscheduled Top-up Premiums shall be paid within 45 days from the Policy Loan Effective Date and the same shall meet such minimum and maximum amount requirements of the Unscheduled Top-up Premiums as designated by the Company from time to time.

- ii. 保单权益人可从户口价值作出提取部份款项安排，惟若从户口价值提取部份款项及扣除相关的提取费用(如适用)后，保单贷款结余会超过保单退保价值<sup>^</sup>的90%，则有关之提取部份款项将不被允许。

The Policy Owner may make a Partial Withdrawal from the Account Value. However, if, after deducting the Partial Withdrawal amount and the relevant Withdrawal Charges (if applicable) from the Account Value, the Outstanding Policy Loan Amount shall exceed 90% of the Policy's Surrender Value<sup>^</sup>, such Partial Withdrawal will not be allowed.

- iii. 于保单贷款尚未清还期间，保单权益人可向本公司提供额外款项或指示本公司直接于保单的户口价值及预缴保费户口(如适用)中扣除相关金额以偿还部分或全数之保单贷款结余<sup>#</sup>。如保单设有预缴保费户口，则预缴保费户口的余额(如有)一定会首先被扣除以偿还相关金额。

While the Policy Loan remains outstanding, the Policy Owner may repay all or part of the Outstanding Policy Loan Amount by making separate payment to the Company or by directing the Company to deduct the relevant amount directly from the Account Value and Premium Deposit Account (if applicable) of the Policy<sup>#</sup>. For Policy with Premium Deposit Account, the balance of Premium Deposit Account (if any) must first be applied for repayment of the relevant amount.

6. 于任何时候，若保单贷款结余超过保单退保价值<sup>^</sup>的95%，本公司将以书面方式通知并要求保单权益人清还相关的保单贷款结余。若于通知信发出日期起计31天内，本公司仍未收到相关的还款金额，本公司将从保单的户口价值中及预缴保费户口(如适用)扣除该保单贷款结余<sup>#</sup>。如保单设有预缴保费户口，则预缴保费户口的余额(如有)一定会首先被扣除以偿还保单贷款结余。

At any time, if the Outstanding Policy Loan Amount exceeds 95% of the Policy's Surrender Value<sup>^</sup>, the Company will notify the Policy Owner in writing requesting for the repayment of the Outstanding Policy Loan Amount. If the Company does not receive the requested loan repayment within 31 days from the issue date of the notification letter, the Company will deduct the Outstanding Policy Loan Amount from the Account Value and Premium Deposit Account (if applicable) of the Policy<sup>#</sup>. For Policy with Premium Deposit Account, the balance of Premium Deposit Account (if any) must first be applied for repayment of the Outstanding Policy Loan Amount.

7. 保单贷款到期及续期：

Expiry and Renewal of the Policy Loan:

- i. 本公司每年于保单贷款到期日前将对相关保单贷款作出续期重检，并会于保单贷款到期日30日前以书面方式通知保单权益人有关的重检结果及有关安排之详情。本公司有绝对酌情权决定是否就保单贷款续期。若本公司决定就保单贷款续期，贷款年期将续期一年，惟本公司可绝对酌情决定相关之条款和保单贷款利率。若保单权益人决定不会就相关的保单贷款续期，保单权益人必须于保单贷款到期日前以书面方式通知本公司，并于保单贷款到期日或之前全数清还保单贷款结余。

The Company will perform a renewal review on the Policy Loan before the Policy Loan Due Date every year. The Company will provide the result of its review and the details of the arrangement to the Policy Owner in writing 30 days prior to the Policy Loan Due Date. The Company has its sole discretion to renew or not to renew the Policy Loan. If the Company decides to renew the Policy Loan, it will extend the Loan Tenor for one further year upon such terms and at such Policy Loan Interest Rate as it may in its absolute discretion determine. **If the Policy Owner decides not to renew the Policy Loan, the Policy Owner must notify the Company in writing before the Policy Loan Due Date and repay the Outstanding Policy Loan Amount in full on or before the Policy Loan Due Date.**

- ii. 若本公司或保单权益人决定不会就保单贷款续期，保单权益人可选择额外缴付一笔款项或指示本公司直接从保单的户口价值及预缴保费户口(如适用)扣除有关金额以全数清还保单贷款结余<sup>#</sup>。若本公司在保单贷款到期日或之前没有收到相关的还款金额，本公司会于保单贷款到期日从保单的户口价值中及预缴保费户口(如适用)扣除全数的保单贷款结余<sup>#</sup>。如保单设有预缴保费户口，则预缴保费户口的余额(如有)一定会首先被扣除以偿还保单贷款结余。

If the Company or the Policy Owner decides not to renew the Policy Loan, the Policy Owner may elect to repay the Outstanding Policy Loan Amount in full by way of a lump sum payment or direct the Company to deduct the amount directly from the Account Value and Premium Deposit Account (if applicable) of the Policy<sup>#</sup>. If the Company does not receive the loan repayment on or before the Policy Loan Due Date, the Company will deduct the Outstanding Policy Loan Amount in full from the Account Value and Premium Deposit Account (if applicable) of the Policy on the Policy Loan Due Date<sup>#</sup>. For Policy with Premium Deposit Account, the balance of Premium Deposit Account (if any) must first be applied for repayment of the Outstanding Policy Loan Amount.

8. 不论保单因任何原因或以任何形式失效或终止，本公司将从保单之退保价值<sup>^</sup>中扣除任何欠款，包括保单贷款结余。

If the Policy lapses or terminates for whatever reason(s) and in any manner, the Company will deduct any Indebtedness, including

	the Outstanding Policy Loan Amount, from the Surrender Value <sup>^</sup> of the Policy.
9.	若保单期满, 本公司将从保单之应付金额中扣除任何欠款, 包括保单贷款结余。 If the Policy matures, the Company will deduct any Indebtedness, including the Outstanding Policy Loan Amount, from the amount payable under the Policy.
10.	本贷款协议之任何修订在以书面方式作出并经本贷款协议之每一方(或其授权代表)或其代表签署后方可生效。 No amendment of this Loan Agreement shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorized representative).
11.	本公司可出让其在本贷款协议项下之任何权利或以主体变更之方式转让其所有权利或义务。但是, 保单权益人不可出让其在本贷款协议项下之任何权利或转让其在本贷款协议项下之任何权利或义务。 The Company may assign any of its rights under this Loan Agreement or transfer all its rights or obligations by novation. However, the Policy Owner may not assign any of its rights or transfer any of its rights or obligations under this Loan Agreement.
12.	若中、英文版本有任何歧异之处, 概以英文版本为准。 In case of inconsistency between the Chinese version and English version, the English version shall prevail.
13.	保单贷款申请一经批核, 本贷款协议将会成为相关保单之批注, 并将构成保单条款之一部分。 Upon the approval of the Policy Loan, this Loan Agreement will become an Endorsement of the relevant Policy and will form part of the Policy provisions.
注: #	以保单户口价值及预缴保费户口(如适用)偿还保单贷款, 须收取相关的提取费用/ 预缴保费退回费用(如适用)。另如偿还保单贷款后, 保单户口价值或退保价值及/或投保额(如适用)减少至低于相关保单的最低金额要求(最低金额要求将由本公司不时订定及公布), 保单将会被终止, 而本公司将退回保单之任何余款(如有)予保单权益人。
	<sup>^</sup> 如保单设有预缴保费户口, 用以计算的适用金额为退保价值加上预缴保费户口的余额(如有)减去预缴保费退回费用(如适用)的总额。
Note: #	Repayment of the Policy Loan by deduction from the Account Value and Premium Deposit Account (if applicable) of the Policy is subject to Withdrawal Charge/ Premium Deposit Withdrawal Fee (if applicable). If, after the Policy Loan repayment, the Account Value or Surrender Value <sup>^</sup> and/or Sum Insured (if applicable) of the Policy is reduced to a level below the respective minimum requirement (the minimum requirement shall be determined and announced by the Company from time to time), the Policy will be terminated, and the Company will refund any remaining amount of the Policy (if any) to the Policy Owner.
	<sup>^</sup> For Policy with Premium Deposit Account, the applicable amount for calculation shall be the total sum of Surrender Value, plus the balance of Premium Deposit Account (if any), less Premium Deposit Withdrawal Fee (if applicable).

#### D. 声明及签署 Declaration and Signatory

- 本人在此声明上述保单并无转让予任何人或实体。本人在此向贵公司保证, 本人在香港或其他地方没有被宣判破产、或作为任何破产或类似法律程序、或任何接管或类似命令之目标, 而且没有由本人提起或针对本人之待决或已提起之任何无力偿债或破产之法律程序。  
**I hereby declare that the Policy has not been assigned to any person or entity. I hereby warrant to the Company that I am not adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere, and there are no insolvency or bankruptcy proceedings that are pending or have been instituted by or against me.**
- 本人已收妥、阅读及完全明白载于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。  
**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.**

保单权益人签署 Signature of the Policy Owner

签字须与本公司存案相符 Signature must correspond to that in our records

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

**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/成立数据/ 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.

请参阅下页的个人资料收集声明

Please read the Personal Information Collection Statement on next page

## E. 个人资料收集声明 Personal Information Collection Statement

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 & 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隐私政策的详情, 欢迎透过以下网址 <http://www.boclife.com.hk/te/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) 本公司的供货商、承建商、服务供货商及其他合约对手。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数据当事人,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(隐私)条例(香港法例第486章)(「条例」)下之权利。
4. 数据当事人在建立、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/或处理任何和所有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《税务信息交换协议》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,数据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数据,可能会由于数据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数据当事人的数据。该等数据报据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,当数据当事人签发支票、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. 数据当事人之数据(包括信用数据和以往索偿记录)的用途将视乎其本公司及/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服务的申请、调查和结清索案、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)、及有关该等产品及服务的增添、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/或服务;
  - (d) 与任何由本公司或任何本公司集团内的公司及相关联公司提供的产品及/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、结清或响应该等索偿;
  - (e) 在适当时进行身份及/或信贷检查及进行数据配对程序;
  - (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数据之责任、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,或由金融服务提供商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商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、或金融服务提供商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、产品及其他目标(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相关联公司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退还洗钱、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数据及信息分享及/或任何其他使用数据及信息的任何责任、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核意图成为转让,参与或附属参与的交易;
  - (n) 与数据当事人或其他人士之数据比较以进行信贷调查,数据核实或以其他方法产生或核实数据,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) 作为维持数据当事人的信贷记录或其他记录(不论数据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数据当事人数据保密,除非本公司可能会把该等数据提供及披露(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、计算机、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货商,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) 信贷数据服务机构;而在数据当事人欠账时,则可将该等数据提供给收数公司;
  - (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商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商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) 假如数据当事人的数据是被收集并用于处理其申请、调查和结清索案、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之情况下才可收集和使用这些数据: 保险理算人、代理和经纪; 雇主: 医护专业人士; 医院; 会计师; 财务顾问; 律师; 整合保险业索案和承保数据的组织; 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; 和保险业就现有数据而对所提供的数据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)
    - (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、商品及投资服务供货商;
    - (iii) 第三方奖赏、年资奖励、联名合作及优惠计划供货商;
    - (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(b)段而获本公司任用之第三方服务供货商(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、数据处理公司及信息科技公司),不论其所在地。

本公司可能为上述第7段所列之不时将数据当事人的数据转移往香港特别行政区境外的地区。

### 9. 使用数据作直接促销

本公司拟使用数据当事人的数据作直接促销及本公司须为此目的取得数据当事人同意(包括资料当事人不反对之表示)。2012年个人资料(隐私)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) 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/或非牟利的目的之捐款及资助;
- (c) 上述服务、产品及目标可由本公司及/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、商品及投资服务供货商;
  - (iii) 第三方奖赏、年资奖励、联名合作及优惠计划供货商;
  - (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、产品及目标外,本公司同时拟提供列明于上述第9(a)段之数据至上上述第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、产品及目标,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);

**若数据当事人不愿意本公司使用或提供其数据予其他人士,藉以用于以上所述之直接促销,数据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:
  - (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) 查明本公司对于数据的政策及惯例和获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数据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

太古城中心第1期13楼

传真: (852) 2522 1219

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。

二零一九年二月

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, Cityplaza One, 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.