



萬用壽險保單貸款申請表
Application for
Policy Loan on Universal Life

只適用於港元或美元保單

Only applicable to HKD or USD policy

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「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"

機密文件 Confidential

保險中介人姓名

Name of Insurance Intermediary

分行及員工編號

Branch Code & Staff No.

聯絡電話

Contact 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) 請提供保單權益人之身份證明文件核實真實副本。Please submit certified true copy of identity document of Policy Owner.

保單編號 (以下簡稱「保單」) Policy Number (the "Policy")	保單權益人姓名 Name of the Policy Owner _____ 聯絡電話 Contact Telephone No _____	受保人姓名 Name of the Insured _____
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A. 保單貸款 Policy Loan

注意事項 Notes:

(1) 貸款金額需要符合個別保險計劃的規定。Loan amount is subject to the requirement of the respective plan.

(2) 本公司不接受以信用卡或繳費靈償還貸款。Loan repayment by credit card or PPS will not be accepted.

貸款金額 Loan Amount	<input type="checkbox"/> 最高貸款金額 Maximum Loan Amount	<input type="checkbox"/> 貸款金額(保單貨幣) Loan Amount (Policy currency) _____
保單貸款利率* Policy Loan Interest Rate*	<input type="checkbox"/> 銀行同業拆息選項：銀行同業拆息 + 固定息率 (只適用於港元保單) Interbank Offered Rate Option: Interbank Offered Rate + Fixed Rate (only applicable to HKD policies) <input type="checkbox"/> 3個月HIBOR + 2.25% 3-month HIBOR	
	<input type="checkbox"/> 最優惠利率選項：最優惠利率 - 固定息率 (港元利率只適用於港元保單；美元利率只適用於美元保單) Prime Rate Option: Prime Rate - Fixed Rate (HKD rate only applicable to HKD policies; USD rate only applicable to USD policies) <input type="checkbox"/> 港元最優惠利率 - 2.20% HKD Prime Rate	<input type="checkbox"/> 美元最優惠利率 - 1.00% USD Prime Rate

* 有關保單貸款利率的詳細資料，請參閱本申請表C部－保單貸款的條款及條件第4條。Please refer to Clause 4 under section C of this application form - Terms and Conditions for Policy Loan for more details of the Policy Loan Interest Rate.

B. 銀行轉賬指示 Bank Transfer Instruction

注意事項 Notes:

(1) 如無明確指示，以上保單貸款會按本公司的現有記錄（如有）發放。Unless otherwise specified, payment for above request will be made according to the current payment instruction (if any) registered with the Company.

(2) 如提供的銀行戶口資料不全/有錯漏/戶口非保單權益人單獨持有/未能成功轉賬，退款會以保單貨幣支票發放。Payment will be made by cheque in Policy currency for account detail incomplete/incorrect/account not solely owned by the Policy Owner/unsuccessful bank transfer.

此轉賬戶口將用作發放上述申請及日後所有保單給付金額（包括但不限於保單貸款、各類退款，及可領保單期滿金額等，惟身故賠償除外）。Payment for the above application and all future Policy proceeds (including but not limited to Policy Loan, any kinds of payment refund, Policy maturity payment and etc, except death benefit) will be released via this bank account.

戶口必須為保單權益人在香港單獨持有之中國銀行(香港)/南洋商業銀行/集友銀行戶口。

The account must be a BOCHK / NCB / CYB account solely owned by the Policy Owner in Hong Kong.

HKD 港元 USD 美元 (只適用於美元保單 Only applicable to USD policy)

戶口號碼 Account No.

戶口持有人姓名 Account Holder Name

保單權益人簽署 (細閱/確認以上資料)

Signature of the Policy Owner (Read / confirm the information on this page)

C. 保單貸款的條款及條件(本「貸款協議」) Terms and Conditions for Policy Loan (this "Loan Agreement")

1. 作為本公司同意向保單權益人發放上述金額之保單貸款(「保單貸款」)之代價,保單權益人謹在此抵押及轉讓保單給本公司(作為保單貸款的唯一擔保)(「擔保」),包括所有權利、產權及其權益,連同所有可能成為根據保單應付的款項。保單權益人進一步保證並陳述,擔保及其在本貸款協議下之義務按照其條款為合法、有效、具約束力並可強制執行。

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. 萬用壽險保單貸款只適用於本公司指定的萬用壽險產品,而保單之條款應納入本貸款協議作為參照之用,並且除非內文另有規定,保單之條款所定義之詞語在本貸款協議應具有與相同含義。如果保單之條款與本貸款協議之條款和條件有任何不一致之處,應以本貸款協議之條款和條件為準。

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. 保單貸款申請條件:

Application requirements for the Policy Loan:

 - i. 保單權益人可於保單簽發日期起計45天內提交保單貸款申請;及
The Policy Owner may apply for the Policy Loan within 45 days after the Policy Issue Date; and
 - ii. 保單貸款只適用於保單貨幣為港元或美元之保單;及
The Policy Loan is only applicable to the Policy which currency is in either HKD or USD; and
 - iii. 貸款金額需符合相關萬用壽險產品之最低貸款金額要求,最低貸款金額要求將由本公司不時訂定及公布;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. 最高貸款金額為「保單退保價值[^]的90%」或「50,000,000港元 或 6,250,000美元」之較低者。
The maximum loan amount is the lesser of "90% of Policy's Surrender Value[^]" or "HKD50,000,000 or USD6,250,000".
4. 保單貸款條款:

Terms of the Policy Loan:

 - i. 保單貸款年期(「貸款年期」)由本公司批核貸款申請之日(「保單貸款生效日」)起計為期一年(即12個月),並可根據本貸款協議第7i條續期(續期時,「貸款年期」一詞應指可根據本貸款協議之條款已續期之貸款年期);
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. 除非保單貸款根據本貸款協議第7i條續期,保單權益人應在貸款年期的最後一天(「保單貸款到期日」)全數償還尚欠之保單貸款,及其累積之利息(「保單貸款結餘」);
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. 保單貸款的利息以保單貸款利率(如下文所定義)每天複息計算;
The interest on the Policy Loan is compounded daily at the Policy Loan Interest Rate (as defined below);
 - iv. 保單貸款利率為根據本貸款協議第4vi條訂定的適用之銀行同業拆息(即3個月香港銀行同業拆息(「HIBOR」))加上固定息率(「銀行同業拆息選項」);或適用之最優惠利率(即港元最優惠利率或美元最優惠利率)減以固定息率(「最優惠利率選項」)(如下文所註明);
The Policy Loan Interest Rate is determined by the applicable Interbank Offered Rate (i.e. 3-month Hong Kong Interbank Offered Rate ("HIBOR")) plus a Fixed Rate (the "Interbank Offered Rate Option"); or the applicable Prime Rate (i.e. HKD Prime Rate or USD Prime Rate) minus a Fixed Rate (the "Prime Rate Option") determined in accordance with Clause 4vi herein (as specified below);
 - v. 固定息率由本公司於每一個貸款年期開始時訂定,並於該貸款年期內維持不變。銀行同業拆息選項及最優惠利率選項各自的現時固定息率詳列於本申請表A部的保單貸款利率;
The Fixed Rate is determined by the Company at the beginning of each Loan Tenor and remains unchanged during that Loan Tenor. The current 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. 保單貸款生效日起計首三個月,銀行同業拆息選項適用之3個月HIBOR應為香港銀行公會在保單貸款生效日公佈之當時生效的3個月HIBOR,而最優惠利率選項適用之港元最優惠利率/美元最優惠利率應為中國銀行(香港)有限公司在保單貸款生效日公佈之當時生效的港元最優惠利率/美元最優惠利率。其後,銀行同業拆息選項適用之3個月HIBOR或最優惠利率選項適用之港元最優惠利率/美元最優惠利率將於其後的每三個月變更,並於該三個月期間採用其首個曆日當時生效之3個月HIBOR或港元最優惠利率/美元最優惠利率。當銀行同業拆息選項適用之3個月HIBOR或最優惠利率選項適用之港元最優惠利率/美元最優惠利率作出更新時,本公司會以書面方式通知保單權益人(註:3個月HIBOR/港元最優惠利率及美元最優惠利率分別適用於港元及美元保單);
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. 一經選定，在貸款年期期間銀行同業拆息選項及最優惠利率選項不可切換。

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

5. 於保單貸款生效期間，保單權益人須根據保單條款繳付目標保費、定期額外保費、非定期額外保費或作出提取部份款項，惟須符合下列條款：

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. 如保單條款允許繳付非定期額外保費，保單權益人可於保單貸款生效日起計45日內繳付非定期額外保費多一次，惟須符合本公司不時訂定的非定期額外保費之最低及最高金額要求；

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. 保單權益人可從戶口價值作出提取部份款項安排，惟若從戶口價值提取部份款項及扣除相關的提取費用(如適用)後，保單貸款結餘會超過保單退保價值[^]的90%，則有關之提取部份款項將不被允許。

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[^], such Partial Withdrawal will not be allowed.

iii. 於保單貸款尚未清還期間，保單權益人可向本公司提供額外款項或指示本公司直接於保單的戶口價值及預繳保費戶口(如適用)中扣除相關金額以償還部分或全數之保單貸款結餘[#]。如保單設有預繳保費戶口，則預繳保費戶口的餘額(如有)一定會首先被扣除以償還相關金額。

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[#]. 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. 於任何時候，若保單貸款結餘超過保單退保價值[^]的95%，本公司將以書面方式通知並要求保單權益人清還相關的保單貸款結餘。若於通知信發出日期起計31天內，本公司仍未收到相關的還款金額，本公司將從保單的戶口價值中及預繳保費戶口(如適用)扣除該保單貸款結餘[#]。如保單設有預繳保費戶口，則預繳保費戶口的餘額(如有)一定會首先被扣除以償還保單貸款結餘。

At any time, if the Outstanding Policy Loan Amount exceeds 95% of the Policy's Surrender Value[^], 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[#]. 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. 保單貸款到期及續期：

Expiry and Renewal of the Policy Loan:

i. 本公司每年於保單貸款到期日前將對相關保單貸款作出續期重檢，並會於保單貸款到期日30日前以書面方式通知保單權益人有關的重檢結果及有關安排之詳情。本公司有絕對酌情權決定是否就保單貸款續期。若本公司決定就保單貸款續期，貸款年期將續期一年，惟本公司可絕對酌情決定相關之條款和保單貸款利率。**若保單權益人決定不會就相關的保單貸款續期，保單權益人必須於保單貸款到期日前以書面方式通知本公司，並於保單貸款到期日或之前全數清還保單貸款結餘。**

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. 若本公司或保單權益人決定不會就保單貸款續期，保單權益人可選擇額外繳付一筆款項或指示本公司直接從保單的戶口價值及預繳保費戶口(如適用)扣除有關金額以全數清還保單貸款結餘[#]。若本公司在保單貸款到期日或之前沒有收到相關的還款金額，本公司會於保單貸款到期日從保單的戶口價值中及預繳保費戶口(如適用)扣除全數的保單貸款結餘[#]。如保單設有預繳保費戶口，則預繳保費戶口的餘額(如有)一定會首先被扣除以償還保單貸款結餘。

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[#]. 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[#]. 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. 不論保單因任何原因或以任何形式失效或終止，本公司將從保單之退保價值[^]中扣除任何欠款，包括保單貸款結餘。

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[^] of the Policy.

9. 若保單期滿，本公司將從保單之應付金額中扣除任何欠款，包括保單貸款結餘。
If the Policy matures, the Company will deduct any Indebtedness, including the Outstanding Policy Loan Amount, from the amount payable under the Policy.
10. 本貸款協議之任何修訂在以書面方式作出並經本貸款協議之每一方(或其授權代表)或其代表簽署後方可生效。
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. 本公司可出讓其在本貸款協議項下之任何權利或以主體變更之方式轉讓其所有權利或義務。但是，保單權益人不可出讓其在本貸款協議項下之任何權利或轉讓其在本貸款協議項下之任何權利或義務。
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、英文版本有任何歧異之處，概以英文版本為準。
In case of inconsistency between the Chinese version and English version, the English version shall prevail.
13. 保單貸款申請一經批核，本貸款協議將會成為相關保單之批註，並將構成保單條款之一部分。
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.

註：# 以保單戶口價值及預繳保費戶口(如適用)償還保單貸款，須收取相關的提取費用/ 預繳保費退回費用(如適用)。另如償還保單貸款後，保單戶口價值或退保價值及/或投保額(如適用)減少至低於相關保單的最低金額要求(最低金額要求將由本公司不時訂定及公布)，保單將會被終止，而本公司將退回保單之任何餘款(如有)予保單權益人。

[^] 如保單設有預繳保費戶口，用以計算的適用金額為退保價值加上預繳保費戶口的餘額(如有)減去預繳保費退回費用(如適用)的總額。

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[^] 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.

[^] 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. 聲明及簽署 Declaration and Signatory

1. 本人在此聲明上述保單並無轉讓予任何人或實體。本人在此向貴公司保證，本人在香港或其他地方沒有被宣判破產、或作為任何破產或類似法律程序、或任何接管或類似命令之目標，而且沒有由本人提起或針對本人之待決或已提起之任何無力償債或破產之法律程序。

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.

2. 本人已收妥、閱讀及完全明白載於本文件的個人資料收集聲明，及同意本人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 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.

保單權益人簽署 Signature of the Policy Owner

簽字須與本公司存案相符 Signature must correspond to that in our records

見証人簽署 Signature of Witness

(姓名 Name:)

(中介人員工編號)

Insurance Intermediary staff no.:

簽署日期 Date at (日 Day/月 Month/ 年 Year)

簽署地 Sign at

重要信息：閣下提供給本公司的任何個人資料如有變更(如姓名、國籍(國家/地區)、稅務居住地、地址、身份證明文件類型及號碼、職業，或商業客戶的商業註冊/成立資料/ 股權結構等)，請立即通知本公司作出更改。倘本公司沒有收到閣下通知，即表示閣下毋須更新個人資料。

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.

溫馨提示：如閣下在遞交此表格後兩星期內仍未收到本公司的回覆，請致電本公司的客戶服務熱線 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.

請參閱下頁的個人資料收集聲明

Please read the Personal Information Collection Statement on next page

E. 個人資料收集聲明 Personal Information Collection Statement

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/et/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,及其中任何一方,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時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/或保單存在任何歧異或分歧,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中銀紀錄)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) 為符合根據下述適用於本公司及/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、核實及裁定)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統計或精算研究用途;
 - (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從洗錢、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貸記錄或其他記錄(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)給下述各方先前一段列出的用途:
 - (a) 任何代理人、承辦人、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移給以下人士,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;整合保險業承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定的其他人);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;
 - (ii) 第三方金融機構、承辦人、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));
 - (v) 慈善或非牟利組織;及
 - (vi) 就上述第7(h)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6A條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、承辦人、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,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
太古城中心第 1 期 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.