

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

联络电话

Contact Tel No.

香港太古城英皇道 1111 号太古城中心第 1 期 13 楼 电话 Tel: 2160 8800 13/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong 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"

Name of Insurance Intermediary \_\_\_\_\_\_\_ Branch Code & Staff No.

商密三级 Confidential

注意事项 Notes:				
(1) 请用正楷填写。Please complete in BLOCK LETTERS.				
(2) 请于适用处加「✓」。Please tick 「✓」where appropriate.				
保单编号	保单权益人姓名		(首位)	(次位)
Policy Number	Name of the Policy Owner		(First Life)	(Second Life)
, and the second		受保人姓名		
	联络电话	Name of the Insured		
	Contact Tel No			
1				

承让人全名 Full Name of Assignee

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

由于承让人向保单权益人提供借款,上述保单编号的保单连同所有权利、产权及利益,连同其中的所有收益及红利,将根据保单转让契约的条款 及条件转让予承让人作抵押。保单权益人明白及确认,上述保单一经转让:

In consideration of the Assignee providing a loan to the Policy Owner, the above Policy, together with all rights, titles, benefits and interest(s) in it together with all the profit and dividends thereof, is pledged and assigned to the Assignee in accordance with the terms and conditions of the deed of policy assignment. The Policy Owner understands and acknowledges that, upon assignment of the above Policy:-

- 1. 倘若此份保单许可,承让人可 If permitted by this Policy, the Assignee may
  - a) 领取受保人死亡后应付的死亡赔偿; collect the death benefit payable on the death of the Insured;
  - b) 领取期满后应得的保险金; collect the net proceeds on maturity;
  - c) 申请退保此份保单,并领取退保金额; surrender this Policy and receive the surrender value;
  - d) 进行保单贷款; take out a Policy Loan;
  - e) 收取此份保单应付的红利; receive dividends payable on this Policy;
  - f) 收取其他保单利益;及 receive any other policy benefit proceeds; and
  - g) 行使任何不能作废选择。exercise any Non-forfeiture Options.
- 2. 除非及直至 贵公司收到承让人书面通知,通知 贵公司此项权益转让权已再转让予保单权益人及/或其遗产代理人,否则, 贵公司就此份保单 对保单权益人及其遗产代理人及受益人的责任及义务,会因 贵公司将此份保单的所有有关利益直接赔付予承让人而完全解除。Unless and until the Company has received actual written notice from the Assignee that the assignment of this Policy has been reassigned to the Policy Owner and/or his personal representative(s), the Company's liability and obligation to the Policy Owner, his personal representative and the Beneficiary pursuant to this Policy shall be deemed duly discharged upon the Company's payment of all the proceeds payable under this Policy to the Assignee directly.
- 3. 保单权益人授权 贵公司,在承让人不时合理要求下,向承让人披露此保单之现金价值及任何可能对承让人于此保单下之权利有不利影响的更改。 The Policy Owner authorizes the Company to disclose to the Assignee as the Assignee may reasonably request from time to time the cash value of this Policy and any change thereof which may adversely affect the right of the Assignee under this Policy.
- 4. 保单权益人授权 贵公司向承让人披露保单权益人的个人资料,目的为联系、检索或以其他程序处理由承让人持有有关保单权益人的纪录。 The Policy Owner authorizes the Company to disclose to the Assignee personal data of the Policy Owner for the purpose of linking, retrieving or otherwise processing records relating to the Policy Owner held by the Assignee.
- 5. 保单权益人在此声明并同意已收妥、阅读及完全明白 贵公司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。 The Policy Owner, hereby declares and agrees that he/she has received, read and fully understood the Personal Information Collection Statement of the Company, and agrees that any of his/her 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.
- 6. 利率风险 利率不时波动,保单所产生的回报可能不足以支付贷款下的利息支出。因此,保单权益人可能需要支付更高利息。 Interest Rate Risk The return generated from the Policy may not be sufficient to cover the interest payable under the loan while the interest rate fluctuates from time to time. As a result, the Policy Owner may be required to pay higher interest.
- 7. 此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 is for reference only and in case of inconsistency of meaning between the English and Chinese versions, the English version shall prevail.

case of inconsistency of meaning between the English and Chinese versions, the English version shall prevail.				
签署 Signatory				
保单权益人签署 Signature of Policy Owner        签署日期 Date at (日 Day/月 Month / 年 Year)	签署地 Sign at	见证人签署 Signature of Witness (姓名 Name: (中介人员工编号 Insurance Intermediary staff no.:	)	

### 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服务的机构,收集及运用客户个人资料是我们日常商业运作的基本工作。

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

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

(b) 任何公司申请人及客户/用户的董事、股东、高级职员及经理,及 (c) 本公司的供货商、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 资料当事人的一人员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《私愿》条例(香港法例第《86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成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,及成处理任何和所有其他资料当事人的要求、查询或投诉、及成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。该等数据报括但不限于在资料当事人与本公司延续正常业务往来期间,例如,当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) 本公司及成本集团因其金融、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产固计工程。 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成本公司及成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案偿;

  - (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;

  - (6) 厘定本公录出刊品公录出刊品公录出版的企業例,及基础的证明。 (6) 厘定本公司欠付你或价拖欠本公司的任何款项的金额,及其行你之责任,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; (6) 为符合根据任何本集团计划下就遵从洗钱、恐怖份子资金筹集或其他非法活动之批准或防止或侦测而作出本集团内数据及信息分享及/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;
  - (0) 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)给下述各方作先前一段列出的用途:
  - 公司公对来行当的政治当事人致加廉品,你不平公司可能会记尽等效物证民权议施。从明末的历足人的广岛上处任力压力的 很为山的历况。 (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任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) 任何再保险及素偿调查公司、有关的保险行业协会及联会和该等协会及联会的会员;
  - (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;

  - (a) 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) 任何与数据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) 本公司及成本集团在根据对其本身及成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示诸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; (e) 假如数据当事人的数据是被收集并使用于处理其申请、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还任何一项目的之情况下才可收集和使用 这些数据:保险理算人、代理和终纪、雇主。医护专业人士。医院、会计师、财务顾问、律师、整合保险业中索和承保数据的组织,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、和保险业就没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) 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(h)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段所列之目的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(私隐)条例第 VIA 部中关于资料当事人的同意的特定要求。因此,请注意以下:
  - (a) 本公司持有资料当事人的姓名、联络详情、产品及服务投资组合信息、交易模式及行径、财务背景及统计资料可不时被本公司用于直接促销; (b) 以下服务、产品及类别可作推广:
  - - (i) 财务、保险、信用卡、证券、商品、投资、银行及相关服务和产品及授信;

    - (ii) 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,任何资料当事人有权:
  - (a) 查核本公司是否持有他的资料及要求查阅该等资料;
- (b) 要求本公司改正任何有关他的不准确的资料:及(c) 查明本公司对于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,或素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。

:零一九年二月

PADF302(0819) 2/3

### 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 rsonal 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

2. For the purposes of this Statement, the "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates 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 ontents 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 subjects to subjects to nonnection with the provision, continuation and administration of insurance and/or related products and services to

protection of the data subjects personal data. Nothing in this Statement shall limit the rights of 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 and 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; under specified circumstances, withhold some or all benefits under the insurance policy if you refuse to give the express consent; under specified circumstances, withhold some or all benefits under the insurance policy if you refuse to give the express consent; under specified circumstances, withhold some or all benefits under the insurance policy if you refuse to give the express consent; under specified circumstances, withhold some or all benefits under the insurance policy if you refuse to give the express consent; under specified circumstances, withhold some or all benefits 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; under specified circumstances, withhold some or all benefits under the insurance policy if you refuse to give the express consent; under specified circumstances, withhold some or all benefits under the insurance policy if you refuse to give the express consent; under specified circumstances, withhold some or all benefits under the insurance policy if you refuse to give the express consent; under specified circumstances, withhold some or all benefits under the insurance policy if you refuse to give the express consent; under the insurance policy if you refuse to give the express consent; under the insurance policy if you refuse to give the express consent; under the insurance policy if you refuse to give the express consent; under the insurance policy if you refuse to give the express consent; under the insurance policy if you refuse to give the express consent; under the insurance policy if you refuse to give the express consent; under the i

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;

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 indebtendess 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;

undertaking for your liabilities owing to the Group;

(iii) 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;

(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 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; the insurance industry; fraud prevention organisations; other insurance companies (whether directly or through fraud prevention organisations 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's rights in respect of the data subject: and

(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

(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:

(a) the harrie, contact details, products and services portions information, narisaction patient and behaviour, mandal acceptability 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.

3/3 PADF302(0819)