Fubon Life 富邦人壽

僅供保險中介人填寫 For Insurance Intermediary Use Only		
Receiving Bank Branch / Broker		Signature of Insurance Intermediary
TR Staff No.		
TR Name		
Receipt Date		

轉讓保單為附屬抵押 Assignment of Policy as Collateral Security

請在適當方格內加上「✓」號，並以正楷填寫。Please put a "✓" in the appropriate box and complete in BLOCK LETTERS.

保單編號 Policy Number	保單持有人姓名 Name of Policyowner	受保人姓名 Name of Insured Person

1 申請抵押轉讓 Apply for Collateral Assignment

承讓人資料 Assignee's Particulars

英文姓名 Name in English	中文姓名 Name in Chinese
身份證明文件號碼 Identification Number	身份證文件類別 Identification Document Type
簽發國家 Issue Country	身份證明文件到期日 Identification Document Expiry Date ☐ 永久 Permanent 日 Date 月 Month 年 Year
住宅地址 Residential Address	
通訊地址 Correspondence Address （如與上述地址不同 if different from the above）	
永久地址 Permanent Address（如與上述地址不同 if different from the above）	

重要事項 Important Notes

1. 保單轉讓
   (a) 保單持有人必須遞交承讓人身份證明文件之核實副本。
   (b) 基於承讓人向保單持有人給予並持續提供相當的銀行或貸款融資或其他財務安排或通融（「融資」），保單持有人同意當融資發放及保單簽發予保單持有人之時，向承讓人轉讓和轉移保單及保單下所支付的全部權益和得益，以作為其支付和解除融資下負債的附屬及持續抵押。
   (c) 倘若保單持有人完全及真誠向承讓人繳還融資下負債，承讓人會將保單轉讓回保單持有人。
   (d) 富邦人壽保險（香港）有限公司（「富邦人壽」）為便利起見提供此表格，富邦人壽不會就保單轉讓之有效性、合法性或足夠性承擔任何責任。富邦人壽建議保單持有人就保單轉讓內容及影響尋求獨立法律和稅務意見。
   (e) 在此表格所填報的資料受限於「外國稅務申報及預扣義務」部份及「個人資料收集聲明」部份所載之條款。
   (f) 當保單分拆選項申請獲批准但尚未生效時，您將不能申請抵押轉讓。
2. 轉讓予承讓人之權益
   (a) 按此轉移予承讓人之具體權益包括：
   - 每當受保人身故導致索償或保單期滿，承讓人有權向富邦人壽領取保單得益淨值；
   - 每當保單持有人未能繳還負債或違反融資條款，承讓人有權取消保單並於保單冷靜期收取任何保費退還；或於任何時間解除保單並根據保單條款收取退保金額；
   - 每當保單持有人未能繳還負債或違反融資條款，承讓人有權向富邦人壽或富邦人壽可容許其他人士申領保單貸款或透支；或質押或轉讓保單作為該貸款或透支的抵押品；
   - 領取及收取現在或以後保單所提供、宣布、分發或分配的全部紅利、獎金、共享盈餘、積存保單紅利或得益、或保費回報以及其利息；
   - 指示富邦人壽支付或撤回全部或部分保單價值以安排保單貸款；
   - 發出充分及有效收據以證明收取富邦人壽任何款項；
   - 在完全繳清融資負債前，承讓人在所有時候有權管有、保管及掌管保單；及
   - 取得保單資料包括現金價值、退保價值或保單下任何貸款及透支金額。
   (b) 承讓人將被要求向富邦人壽提供資料（包括全名、成立或組成地點、註冊地址、經營地址、郵寄地址、納稅人識別號碼、以及各主要股東及控制人的稅務居留地、註冊地址、經營地址或（如適用）住址和相關稅務聲明或表格以及其更新資料，並且同意富邦人壽向任何位於香港境內或境外的監管機構透露該資料及資訊，致使富邦人壽遵守適用法律和法規要求。
   (c) 上述權益只限針對用來繳還融資負債的保單得益款項，保單支付的餘下得益將不受影響。
   (d) 富邦人壽毋需查詢、認證或查明承讓人所發出的未還款通知及負債證明書（「承讓人文件」）之事實經過或原因，並獲授權以承讓人文件為根據。

保單編號 Policy Number

重要事項（續） Important Notes (CONTINUE)

3. 保單持有人餘下的權益和責任
   (a) 保單持有人在保單下有權：
   - 指定或更換受益人；
   - 領取醫療及 / 或殘疾得益而保險金額不受影響；及
   - 選擇任何富邦人壽批准或容許可選性付款模式。

保單持有人仍需負責履行所有保單責任，包括支付保費，並需負責繳還任何保單貸款及透支及費用。

1. Assignment of the Policy
   (a) Policyowner must submit a certified true copy of identification document of the Assignee.
   (b) In consideration of the granting and continuing of certain banking or credit facilities or other financial arrangements or accommodation ("Facilities") by the Assignee to the Policyowner, the Policyowner agrees to assign and transfer to the Assignee the Policy and all benefits and proceeds payable under the Policy as a collateral and continuing security for the payment and discharge of the indebtedness under the Facilities once the Facilities are made available and the Policy is issued to the Policyowner.
   (c) If the Policyowner shall well and truly repay to the Assignee the indebtedness under the Facilities, the Assignee shall reassign the Policy to the Policyowner.
   (d) This form is furnished by Fubon Life Insurance (Hong Kong) Company Limited ("Fubon Life") as a matter of courtesy. Fubon Life shall not assume any responsibility for the validity, legality or sufficiency of the Policy assignment. The Policyowner is recommended to seek independent legal and tax advice in relation to the contents and effect of the Policy assignment.
   (e) The information provided in this form shall be subject to the conditions set out in the Foreign Tax Reporting and Withholding Obligations and Personal Information Collection Statement.
   (f) Collateral assignment is not allowed when the application for Policy Split Option is approved but yet to take effect.
2. Rights Assigned to the Assignee
   (a) The specific rights that pass to the Assignee by virtue hereof shall include:
   - to collect from Fubon Life the net proceeds of the Policy when it becomes a claim by the death of the insured person or maturity of the Policy;
   - to cancel the Policy and receive any refund of premium within the cooling-off period of the Policy or to surrender the Policy and receive the surrender value thereof at any time under the terms of the Policy UPON default in repayment of indebtedness or breach of the terms of the Facilities by the Policyowner;
   - to obtain loans or advances on the Policy either from Fubon Life or Fubon Life may allow from any other persons and to pledge or assign the Policy as a security for such loans or advances UPON default in repayment of indebtedness or breach of the terms of the Facilities by the Policyowner;
   - to collect and receive all dividends, bonuses, distributions or share of surplus, dividend deposits or additions to the Policy or returns of premiums now or hereafter made, declared, distributed or apportioned thereto together with interest thereon;
   - to instruct Fubon Life to pay, or withdraw, the whole amount of the value or part thereof, standing to the credit of the Policy;
   - to give valid and effective receipt of any moneys received from Fubon Life;
   - to keep possession, custody and control of the Policy at all times prior to the full repayment of indebtedness under the Facilities; and
   - to get access to information of the Policy including cash value, surrender value or any loans and advances on the Policy.
   (b) The Assignee will be requested to provide with Fubon Life particulars (including full name(s), place of incorporation or formation, registered address, address of place of business, mailing address(es), tax identification number, as well as tax residency(ies), registered address, address of place of business or (if applicable) residential address of each of substantial shareholders and controlling persons) and relevant tax declarations or forms and update thereof and to agree with Fubon Life to disclose such particulars and information to any authorities located either within or outside Hong Kong for the purpose of ensuring Fubon Life's compliance with the applicable legal and regulatory requirements.
   (c) The aforesaid rights are limited to such proceeds payable under the Policy as may be necessary for the repayment of the Indebtedness under the Facilities with the remainder of such proceeds being unaffected.
   (d) Fubon Life shall not be required to enquire, verify or satisfy as to the fact of, or the circumstances giving rise to the default notice and the certificate of indebtedness issued by the Assignee ("Assignee Documentation") and shall be authorized to rely on the Assignee Documentation.
3. Rights and Obligations Remained with the Policyowner
   (a) The Policyowner has rights under the Policy:
   - to designate or change the beneficiary(ies);
   - to collect medical and/or disability benefits so far as they do not affect the sum assured; and
   - to elect any optional mode of settlement permitted or allowed by Fubon Life.
   (b) The Policyowner shall remain liable to perform all the obligations under the Policy including obligation to pay premiums, and be responsible for repaying any loans and advances and charges on the Policy.

轉讓保單為附屬抵押相關風險 Risks Associated with the Assignment of Policy as Collateral Security

1. 抵銷風險 – 當承讓人依據保單轉讓可申領退保價值及 / 或保單索賠，倘若不足以抵銷融資下負債，保單持有人將仍需承擔繳還負債。
2. 利率風險 – 利率不時波動，保單持有人可能需要支付額外利息。因此，保單所產生的回報可能不足以支付融資下的利息支出。
3. 終止風險 – 若受保人在保單年期內身故，受益人可取回的款項，可能會少於保單持有人就融資及就保單繳付保費共付出之款項。

1. Set-off Risk – The Policyowner shall remain liable in case the surrender value and/or proceeds that the Assignee may be entitled to under the Assignment is not sufficient to repay the indebtedness under the Facilities.
2. Interest Rate Risk – The Policyowner may be required to pay higher interest while the interest rate fluctuates from time to time. As a result, the return generated from the Policy may not be sufficient to cover the interest payable under the Facilities.
3. Termination Risk – In case of death of the insured person during Policy Term, the proceeds received by the Beneficiary(ies) may be less than the aggregate payment made by the Policyowner in connection with the Facilities and premium payment for the Policy.

2 取消抵押轉讓 Release of Collateral Assignment

本人 / 吾等 (承讓人姓名) _____ 謹此通知富邦人壽上述保單持有人已向本人 / 吾等繳清有關融資下之所有債務，及承讓人已解除其對上述保單的所有權益及利益。

I/We, (Name of Assignee) _____ hereby notify Fubon Life that the Policyowner has repaid to me/us all indebtedness under the Facilities, and that I/we have released all rights and interests in this Policy.

備註 Remark

1. 請提供相關證明文件供參考。
   Please provide relevant supporting documents for reference.

保單編號 Policy Number

3 其他指示 Other Instruction

重要資料聲明書–轉保提示 IMPORTANT FACT STATEMENT–POLICY REPLACEMENT REMINDER

此《重要資料聲明書——轉保》(《聲明書》) 提示旨在協助您了解若以新的人壽保險保單取代現有人壽保險保單所需要考慮的因素及相關風險。若您並非完全明白下文任何段落之內容，或您的持牌保險中介人向您提供的意見或資料與本《聲明書》所載的資料有差異，則您**請勿簽署**本申請書，以及**不應取代**現有人壽保險保單。如有任何查詢，請與您的持牌保險中介人聯絡或致電富邦人壽客戶服務熱線（852）2516 0133（辦公時間：星期一至五上午 9 時至下午 5 時 30 分；星期六、日及公眾假期休息）或電郵至 csservice.hk.life@fubon.com。

您應知道之重要事項，簽署本申請書前請務必細閱。

財務影響

1. **知情的決定**：人壽保險保單通常具較長年期。若您退保 / 從現有人壽保險保單中提取保單抵押貸款 / 提取保單價值 / 暫停或終止支付保費 / 減少應付保費，您通常會蒙受損失(尤其是在保單早年的時期)，包括因需要支付收費而蒙受損失。您應仔細比較現有人壽保險保單與擬購買的新的人壽保險保單，並在作出最終決定前評估取代現有人壽保險保單是否最為符合您之最佳利益。

2. **您現有人壽保險保單的退保 / 失效所得的現金價值與已支付的總保費之差額** – 就現有人壽保險保單退保或允許其失效所得的現金價值可能會少於您已支付的總保費，即您可能會蒙受損失。此外，您或需承擔因退保或允許保單失效而衍生的退保費用。

3. **保單貸款的利息** – 發出您現有人壽保險保單的保險公司可能會自您提取保單貸款當日起收取利息。您應該仔細檢閱定期報表，以了解於有關時期的期初和期末貸款餘額，以及該期間收取的利息金額。如果累計貸款金額 (及利息) 超出現有人壽保險保單的賬戶價值 / 現金價值的指定水平，則您的現有人壽保險保單可能會被終止。

4. **提取保單款項 / 部分退保費用** – 若您於現有人壽保險保單的保單有效期前的訂明期限內，提取保單價值或部分退保，您或需支付相關費用。就您打算購買的新的人壽保險保單而言，您或需於新的人壽保險保單的保單有效期前的訂明期限內，支付其他提前退保 / 提取保單價值的費用。

5. **開立保單費用及持牌保險中介人的酬勞** – 若您購買新的人壽保險保單，大部分最初所支付的保費可能會用於繳付保險公司的保單行政費及持牌保險中介人的酬勞。 因此，您可能需要為取代現有人壽保險保單而承擔額外開支。

6. **較高的保費** – 因您的年齡增長，及健康狀況、職業、生活方式 / 習慣及所參與的康樂活動有所改變 (與您購買現有人壽保險保單時相比)，您或需為新的人壽保險保單支付較高的保費。

7. **現有人壽保險保單下財務利益的損失** – 您或會損失現有人壽保險保單多年來累積的財務利益 (例如：長期客戶獎賞或紅利) 或損失有權從現有人壽保險保單獲得的財務利益 (例如：終期紅利或保單紅利)。

8. **新的人壽保險保單的財務利益並非保證** – 新的人壽保險保單的說明所述利益可能**並非**屬保證利益，並會受發出新的人壽保險保單的保險公司的表現所影響。若新的人壽保險保單為投資相連壽險計劃保單，則其說明所述利益的計算只基於假設回報率。

受保資格的影響

9. **保障範圍的轉變** – 若您購買新的人壽保險保單，並以其取代現有人壽保險保單，則現有人壽保險保單的部分保障，可能會因您年齡、健康狀況、職業、生活方式 / 習慣及參與的康樂活動有所轉變，而不包括在新的人壽保險保單的受保範圍內。此外，新的人壽保險保單可能並不會包括您現有人壽保險保單的附加保障利益。

索償資格的影響

10.若您就現有人壽保險保單退保或允許其失效，則現有人壽保險保單將不再為您提供保障。此外，視乎新的人壽保險保單的條款及細則，某些保障的等候期或需重新計算 (例如：醫療、危疾、自殺或不可爭議的情況)。

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重要資料聲明書–轉保提示（續）IMPORTANT FACT STATEMENT–POLICY REPLACEMENT REMINDER (CONTINUE)

This "Important Facts Statement – Policy Replacement" ("IFS-PR") Reminder aims to help you understand the factors to be considered and the risks involved in case of replacing your existing life insurance policy with a new life insurance policy. If you do not understand any of the following paragraphs or the advice or information provided to you by your licensed insurance intermediary is different from the information in this IFS-PR reminder please **do not sign** this application and **do not proceed** with replacing your existing Life Policy. If you have any enquiries, please contact your licensed insurance intermediary or our Customer Service Department at (852) 2516 0133 (Office Hours: Mon – Fri, 9:00 a.m. – 5:30 p.m.; Closed on Sat, Sun & Public Holidays) or email us to csservice.hk.life@fubon.com.

SOME IMPORTANT FACTS YOU SHOULD KNOW, please read carefully before signing the application form.

Financial Implications

1. **Informed Decision**: Life insurance policies usually lasts for a long period of time. If you surrender / take out policy loan from / withdraw policy values from / suspend or stop paying premium / reduce the premium payable on your existing life insurance policy, particularly during the early years of the policy period, you will usually suffer loss, including by way of having to pay charges. You should carefully compare your existing life insurance policy against the new life insurance policy you intend to purchase, and assess whether replacing your existing life insurance policy is in your best interests before you make a final decision.

2. **Difference between cash value from Surrender/ Lapse and total premium paid under your existing Life Policy** - The cash value that you may receive from surrendering your existing life insurance policy or allowing your existing life insurance policy to lapse, may be less than your total premium paid. This means that you may suffer a loss. Further, you may incur surrender charges if you surrender your existing life insurance policy or allow it to lapse.

3. **Policy Loan Interest** - The issuing insurer of your existing life insurance policy may charge you interest starting from the loan drawdown date. You should carefully review your regular statements to understand the opening and ending loan balance as well as the interest amount charged in the relevant period. Your existing life insurance policy may be terminated if the accumulated loan amount (and interest) exceeds a specified level of the account value / cash value of your existing life insurance policy.

4. **Withdrawal/ Partial Surrender Charges** - You may be subject to withdrawal charges or partial surrender charges within a prescribed period before the end of the policy term of your existing life insurance policy. For the new life insurance policy you intended to purchase, you may be subject to other early surrender / withdrawal charges within a prescribed period before the end of the term of the new life insurance policy.

5. **Policy Set-up Cost and Remuneration for licensed insurance intermediaries** – If you purchase a new life insurance policy, a substantial part of the initial premium may be used to pay for policy administration costs incurred by insurers and remuneration for the licensed insurance intermediaries. As a result, you may incur additional cost for replacing your existing life insurance policy.

6. **Higher Premium** - You may have to pay higher premium under the new life insurance policy in view of the difference in age, changes of health conditions, occupation, lifestyle / habit, and recreational activities (as compared with when you purchased your existing life insurance policy).

7. **Loss of Financial Benefit under the existing life insurance policy** - You may lose the financial benefit accumulated over the years (e.g. loyalty bonus or dividends) or to which you may be entitled (e.g. terminal bonus or dividends) under the existing life insurance policy.

8. **Financial Benefits under the New Life Insurance Policy Not Guaranteed** - The illustrated benefits of a new life insurance policy may NOT be guaranteed and whether they can be achieved depend on the performance of the issuing insurer of the new life insurance policy. If the new life insurance policy is an investment-linked assurance scheme policy, the illustrated benefits are based on assumed rates of return only.

Insurability Implications

9. **Changes in Coverage** - If you purchase a new life insurance policy and use it to replace an existing life insurance policy, some benefits, which are the policy features of the existing life insurance policy, may not be covered under the new life insurance policy due to changes in age, health conditions, occupation, lifestyle / habit or recreational activities. Also, riders / supplementary benefits under your existing life insurance policy may not be available under the new life insurance policy.

Claims Eligibility Implications

10. Benefits under the existing life insurance policy will no longer be payable to you if you surrender the policy or allow it to lapse. Besides, you may need to start a new waiting period in respect of certain benefits (e.g. medical, critical illness, suicide or incontestability) under the terms and conditions of the new life insurance policy.

☐ 本人 / 吾等要求貴公司安排客戶服務代表與本人聯絡及解釋上文。

聯絡電話號碼：_____

I / We request contact and explanation on the above by customer representative of your company

Contact telephone number: _____

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聲明及授權 DECLARATION AND AUTHORIZATION

1. 本人 / 吾等，作為保單持有人，在此要求富邦人壽保險（香港）有限公司（「富邦人壽」）按照前述資料更改上述保單。
2. 本人 / 吾等明白及同意此申請須由富邦人壽確實接收及存檔，並經批准及發出批註或確認信後方為有效。
3. 本人 / 吾等同意提供符合富邦人壽要求之有效文件（例如：身份證明及地址證明）予富邦人壽，讓富邦人壽能按照香港法例第 615 章《打擊洗錢及恐怖分子資金籌集條例》所載，對本人/吾等、保單之實益擁有人（如有）及本人 / 吾等之授權簽署人士（如適用）進行客戶盡職審查。
4. 本人 / 吾等在此申請書上所填報的資料均屬完整、真實及準確，作為保單的根據及保單的一部份。
5. 本人 / 吾等已閱讀、了解及同意於此申請書附上之《個人資料收集聲明》。本人 / 吾等明白，本人 / 吾等有權隨時要求富邦人壽提供其《私隱政策聲明》，列載富邦人壽處理個人資料的私隱政策及實務。
6. 本人 / 吾等明白，由於富邦人壽在相關法律、監管、政府、稅務、執法或其他機關、自我監管機構、行業組織或協會（不論是香港境內或境外）所在的司法管轄區內和相關司法管轄區具有各種金融、商業、業務或其他權益或進行活動，以致富邦人壽可能使用所持有本人 / 吾等之個人資料，以履行其向香港境內或境外有關的法律、監管、政府、稅務、執法或其他機關、或金融服務供應商之自我監管機構、行業組織或協會於現在和未來所作出或被加諸的合約性或其他性質的任何承諾。本人 / 吾等於此申請書作出的一切同意、豁免和確認乃不可撤銷的，並同意若因富邦人壽採取此申請允許採取的任何行動而導致本人 / 吾等（或相關的索償人或收款人）需承擔任何費用或蒙受任何損失，富邦人壽概不負責。
7. 本人 / 吾等知悉及同意，富邦人壽可根據《稅務條例》（第 112 章）有關交換財務帳戶資料的法律條文，（a）收集本表格所載資料並可備存作自動交換財務帳戶資料用途及（b）把該等資料和關於保單持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到保單持有人作為稅務居民所屬的稅務管轄區之稅務機關。
8. 本人 / 吾等已閱讀、了解及同意於此申請書附上之《外國稅務申報及預扣義務》。本人 / 吾等承諾，如情況有所改變，以致影響稅務居民身分，或引致本表格所載的資料不正確，本人 / 吾等會通知富邦人壽，並會在情況發生改變後 30 日內，向富邦人壽提交一份已適當更新的自我證明表格。

1. I/We, the Policyowner, hereby request Fubon Life Insurance (Hong Kong) Company Limited ("Fubon Life") to change the captioned policy in accordance with the aforementioned particulars.
2. I/We understand and agree that this request shall be completed and become effective when it is recorded as received and confirmed as accepted by Fubon Life by way of Endorsement or letter.
3. I/We agree to provide any documents (such as identity document and address proof) as requested by Fubon Life for Fubon Life to conduct due diligence on me/us, the beneficial owner of the Policy (if any), and my/our authorized signatory(ies) (if applicable) pursuant to the Anti-Money Laundering and Counter Terrorist Financing Ordinance, Cap.615 of the Laws of Hong Kong.
4. All information disclosed in this form is complete, true and accurate and will form the basis and become part of the policy.
5. I/We have read, understand and agree to the Personal Information Collection Statement attached hereto. I/We understand that I am/we are entitled to request Fubon Life at any time for the Privacy Policy Statement setting out Fubon Life's privacy policies and practices in relation to the personal data Fubon Life handles.
6. I/We understand that my/our personal information held by Fubon Life may be used for any present or future contractual or other commitment with any legal, regulatory, governmental, tax, law enforcement or other authorities (whether within or outside Hong Kong), or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on Fubon Life by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations (whether within or outside Hong Kong). My/Our agreement and waiver and confirmations given in this form are irrevocable, and that Fubon Life shall not be liable for any costs or loss that I/we (or the relevant claimant or payee) may incur because of Fubon Life taking any of the actions permitted in this form.
7. I/We acknowledge and agree that (a) the information contained in this form is collected and may be kept by Fubon Life for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the Policyowner and any reportable account(s) may be reported by Fubon Life to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of jurisdictions in which the Policyowner may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).
8. I/We have read, understand and agree to the Foreign Tax Reporting and Withholding Obligations attached hereto. I/We undertake to advise Fubon Life of any change in circumstances which affects the tax residency status identified or causes the information contained herein to become incorrect, and to provide Fubon Life with a suitably updated Self-Certification Form within 30 days of such change in circumstances.

Warning: Policyowner should NOT sign the form unless you understand the above important notes and accept the associated risks.
警告 ： 保單持有人除非明白上述重要事項及接受相關風險，否則不應簽署此表格。

現時保單持有人簽署 Signature of Existing Policyowner	承讓人簽署 Signature of Assignee	不可撤換受益人簽署（如適用） Signature of Irrevocable Beneficiary (if applicable)	見證人簽署 Signature of Witness
日 Day / 月 Month / 年 Year	日 Day / 月 Month / 年 Year	日 Day / 月 Month / 年 Year	日 Day / 月 Month / 年 Year

請於簽署此表格後 30 天內交回本公司處理。Please return to us within 30 days after signing this form.

Fubon Life 富邦人壽

個人資料收集聲明 PERSONAL INFORMATION COLLECTION STATEMENT

收集

1. 富邦人壽保險（香港）有限公司（「**富邦人壽**」）有需要不時就建立或繼續與客戶的業務關係或向客戶提供產品或服務，而取得其客戶（定義見下文）的**個人資料**（定義見《個人資料（私隱）條例》（「**條例**」））。「**客戶**」指**資料當事人**（定義見條例），並包括現有及未來的保單持有人、受保人、受益人及指定或有權根據保單收取款項及／或其他利益的其他人士。客戶未能提供此類個人資料，可能導致富邦人壽無法建立或繼續業務關係，或提供產品或服務。

目的

2. 富邦人壽可根據客戶與富邦人壽的關係之性質，使用客戶的個人資料作下列目的：
   (a) 處理、評核、評估及確定保險申請或產品及／或服務要求；
   (b) 執行、處理及評核保單、保險索賠、醫療及核保以及反洗錢檢查；
   (c) 憑藉客戶與富邦人壽之間的任何業務或合約關係，處理付款指示及收取保費，以及確定、收集及追回欠付客戶或富邦人壽的任何債務；
   (d) 驗證客戶身份、取得保險的資格及所收集資料的準確度，及進行信用評估、信貸評分模型或統計或行為分析，以及持續客戶盡職調查；
   (e) 為客戶提供有關保單的保單服務，包括執行及處理保單、醫療及核保檢查、索賠請求、付款指示，收取保費、資料配對及與客戶溝通；
   (f) 執行保單審查及需求分析、了解客戶的財務狀況及評估富邦人壽所承擔的風險；
   (g) 履行有關產品及／或服務的任何職責及活動，包括營銷、審核、報告、設計、研究、分析、再保險、一般網上服務及維護、與其他服務；
   (h) 為客戶研究及／或設計產品及／或服務，及宣傳、改進及改良產品及／或服務；
   (i) 進行統計及精算研究、客戶細分及分析以及維護客戶檔案，並開發核保及／或索賠數據庫以偵測詐騙行為（可能導致不利客戶利益的任何行為）；
   (j) 開展核對程序(定義見條例，但廣泛而言包括對資料當事人兩套或更多套的資料進行比對，以採取不利於資料當事人的行動，例如拒絕申請)；
   (k) 告知或通知客戶富邦人壽的公司資料，包括富邦人壽行政／營運流程／程序、私隱政策聲明及／或個人資料收集聲明的變更；
   (l) 行使富邦人壽在提供產品及／或服務方面可能擁有的任何權利及／或履行其在提供產品及／或服務方面可能擁有的任何責任；
   (m) 遵守對富邦人壽具有約束力或適用於富邦人壽的任何本地或外國法律、監管、政府、司法或稅務機構（不論在香港境內或境外）施加的任何合約承諾、法定責任、法規、披露或其他規定；及
   (n) 與任何上述目的直接相關的其他目的。

承讓人

3. 客戶的個人資料可因上述第2段所載的任何目的轉移予以下人士及／或實體（不論在香港境內或境外）：
   (a) 富邦人壽的母公司、聯屬公司、附屬公司及相關公司；
   (b) 保險中介人士或機構；
   (c) 再保險公司；
   (d) 聯合推廣／聯合品牌／合作銀行及／或金融機構；
   (e) 有關任何產品及／或服務而由客戶提出或向客戶提出或客戶以其他方式涉及其中的任何申索的相關醫療專家及／或醫生；
   (f) 第三方執行人員、索賠調查公司、理賠員、醫療賬單審查公司、風險情報供應商及專業顧問；
   (g) 為支持富邦人壽的業務運作而提供行政、電訊、電腦、支付、列印、贖回及獎勵、研究、收取保費、債務托收、信貸資料、資料處理、資訊科技、託管、郵寄、系統安全、醫療服務、緊急援助服務、醫療服務供應商、客戶服務及其他服務的第三方服務供應商；
   (h) 行業協會及聯會以及其會員保險公司，以及整合索賠、核保及其他資料、偵測詐騙活動、處理或促進資料共享及保險業發展的中介人／機構、專業顧問及組織；及
   (i) 規管富邦人壽及其母公司、聯屬公司、附屬公司及有關公司的本地及海外監管機構及政府機構、執法機構、稅務機關、法院及司法機構。

在直接促銷時使用個人資料

4. 富邦人壽擬不時使用客戶的個人資料，為下列產品及服務進行**直接促銷**（定義見條例）：
   (a) 保險、投資基金、財富管理以及其他金融產品及服務；及
   (b) 獎勵、忠誠或特權計劃以及相關產品及服務。

   在進行此類直接促銷時，只會使用下列種類的客戶個人資料：
   (i) 姓名、性別、出生日期、部分身份證或護照號碼；
   (ii) 聯絡資料（包括住宅及通訊地址、電話號碼及電郵地址）；及
   (iii) 有關客戶已購買或申請的產品及／或服務的資料，包括購買或申請產品及／或服務的分銷渠道（包括其個人顧問或中介機構）。

   除非富邦人壽已收到客戶同意作擬定用途，否則富邦人壽不會使用上述個人資料。

查閱及更正的權利

5. 根據條例，資料當事人有權：
   (a) 要求查閱其個人資料；
   (b) 要求更正其任何不準確的個人資料；
   (c) 確定**資料使用者**（定義見條例）在個人資料方面的政策及實務；
   (d) 獲告知資料使用者所持有的個人資料種類；
   (e) 獲告知資料使用者持有的個人資料是為或將會為甚麼主要目的而使用；及
   (f) 通過下文所載渠道以書面提出查閱資料要求及改正資料要求。

   根據條例的條文，富邦人壽有權就處理任何查閱資料要求收取合理費用。有關要求可經書面形式提交予富邦人壽的客戶服務部，地址為富邦人壽保險（香港）有限公司 ー 香港太古城太古灣道12號7樓701–705室。

COLLECTION

1. From time to time, it is necessary for Fubon Life Insurance (Hong Kong) Company Limited ("**Fubon Life**") to obtain **personal data** (as defined under Personal Data (Privacy) Ordinance ("**Ordinance**")) of its Customers (as defined below) in connection with the establishment or continuation of business relationship with, or provision of products or services to the Customers. "**Customers**" means **data subjects** (as defined under the Ordinance) and includes existing and prospective insurance policyowners, insured persons, beneficiaries and other persons designated or entitled to receive moneys and/or other benefits under an insurance policy. Failure by the Customers to supply such personal data may result in Fubon Life being unable to establish or continue the business relationship, or provide the products or services.

個人資料收集聲明（續）PERSONAL INFORMATION COLLECTION STATEMENT (CONTINUE)

PURPOSES

2. Fubon Life may, depending on the nature of his or her relationship with Fubon Life, use the personal data of a Customer for the following purpose(s):
   (a) processing, assessing, evaluating and determining insurance application or request for products and/or services;
   (b) administering, processing, and assessing insurance policies, insurance claims, medical and underwriting and anti-money laundering checks;
   (c) processing payment instructions and collecting premiums, and determining, collecting and recovering any amount of indebtedness owing to a Customer or to Fubon Life by virtue of any business or contractual relationship between the Customer and Fubon Life;
   (d) verifying a Customer's identity, eligibility for insurance and accuracy of the information collected, and conducting credit assessment, credit scoring models or statistical or behaviour analysis, and on-going customer due diligence;
   (e) providing policy service(s) to a Customer related to the insurance policy including administering and processing the insurance policy, medical and underwriting checks, claims request, payment instructions, premiums collection, data matching, and communicating with the Customer;
   (f) performing policy review and needs analysis, understanding a Customer's financial situation and assessing the risks that Fubon Life is assuming;
   (g) performing any functions and activities related to products and/or services including marketing, audit, reporting, designing, research, analysis, reinsurance, general servicing and maintenance of online, and other services;
   (h) researching and/or designing products and/or services for customers and promoting, improving and furthering the products and/or services;
   (i) conducting statistical and actuarial research, customers segmentation and analysis and maintaining customers profile, and developing underwriting and/or claims database for detection of fraud (which may result to any actions adverse to the Customer's interests);
   (j) conducting matching procedure (as defined in the Ordinance, but broadly includes comparison of two or more sets of the data subject's data, for purposes of taking actions adverse to the interests of the data subject, such as declining an application);
   (k) informing or notifying Customers of Fubon Life's corporate information including changes to Fubon Life's administration/operation processes/procedures, privacy policy statement and/or personal information collection statement;
   (l) exercising any rights and/or performing any obligations Fubon Life may have in connection with the provision of products and/or services;
   (m) complying with any contractual commitments, statutory obligations, regulations, disclosure or other requirements imposed by any local or foreign legal, regulatory, governmental, judicial or tax authorities (whether within or outside Hong Kong) binding on or applicable to Fubon Life; and
   (n) other purposes directly related to any of the above purposes.

TRANSFEREES

3. Personal data of a Customer may be transferred to the following persons and/or entities (whether within or outside of Hong Kong) for any of the purposes set out in paragraph 2 above:
   (a) Fubon Life's parent, affiliates, subsidiaries and related companies;
   (b) insurance intermediaries;
   (c) reinsurance companies;
   (d) joint promotion / co-branding / partnering banking and/or financial institutions;
   (e) relevant medical specialist and/or medical practitioner in connection with any claims made by or against or otherwise involving Customers in respect of any products and/or services;
   (f) third party administrators, claims investigation company, loss adjusters, medical bill review companies, risk intelligence providers and professional advisors;
   (g) third party service providers that provide administrative, telecommunications, computer, payment, printing, redemption and reward, research, premium collection, debt collection, credit reference, data processing, information technology, hosting, mailing, system security, medical services, emergency assistance services, medical service providers, customer services, and other services in support of Fubon Life's business operation;
   (h) industry associations and federations and their member insurance companies, and intermediaries, professional advisors, and organizations that consolidate claims, underwriting and other information, detect fraudulent activities, and handle or facilitate the sharing of information and development of insurance industry; and
   (i) domestic and foreign regulators and government agencies, law enforcement agencies, tax authorities, courts and judicial bodies that Fubon Life and its parent, affiliates, subsidiaries and related companies are subject to.

USE OF PERSONAL DATA IN DIRECT MARKETING

4. Fubon Life intends to use, from time to time, a Customer's personal data in **direct marketing** (as defined under the Ordinance) of the following products and services:
   (a) insurance, investment funds, wealth management services, and other financial products and services; and
   (b) reward, loyalty or privileges programmes and related products and services

   Only the following kinds of personal data of the Customer may be used in such direct marketing:
   (i) name, gender, date of birth, part of identity card or passport number;
   (ii) contact information (including residential and correspondence addresses, phone number and email address); and
   (iii) information about the products and/or services the Customer has purchased or applied for, including the distribution channels (including their individual advisors or intermediaries) through which the products and/or services were purchased or applied for.

   Fubon Life will not so use the said personal data unless it has received the Customer's consent to the intended use.

ACCESS AND CORRECTION RIGHTS

5. Under the Ordinance, a data subject has the right to:
   (a) request access to his or her personal data;
   (b) request correction of any of his or her personal data which is inaccurate;
   (c) ascertain the policies and practices of a **data user** (as defined under the Ordinance) in relation to personal data;
   (d) be informed of the kind of personal data held by the data user;
   (e) be informed of the main purposes for which personal data held by the data user are or are to be used; and
   (f) make data access request and data correction request in writing through the channel set out below.

   In accordance with the provisions of the Ordinance, Fubon Life has the right to charge a reasonable fee for processing any data access request. Request may be made in writing to the Customer Services Department of Fubon Life at Fubon Life Insurance (Hong Kong) Company Limited, Suites 701-705, 7/F, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong.

Fubon Life 富邦人壽

外國稅務申報及預扣義務 FOREIGN TAX REPORTING AND WITHHOLDING OBLIGATIONS

1. 本人 / 吾等確知富邦人壽保險（香港）有限公司（「富邦人壽」）須不時遵從本地及外國法律、條約、規例、指引、規則、實務指引、守則及 / 或政府相互協議、以及外國政府或稅務機關（「機關」）訂立的協議所頒布的多樣稅務申報及預扣款項責任，包括但不限於美國《海外帳戶稅收合規法案》、針對自動交換財務帳戶資料的香港法例及法規，以及因實施美國《海外帳戶稅收合規法案》和自動交換財務帳戶資料而達成的政府相互協議所加諸的責任（「適用規定」）。
2. 客戶同意向第三方披露資料 / 放棄資料的私隱權 - 本人 / 吾等不可撤回地同意富邦人壽可向任何機關披露本人 / 吾等、任何索償人、承讓人及受益人之個人資料、保單資料、以及該等資料的任何更新及詳情，以確保富邦人壽符合及遵從適用規定。
3. 更新客戶有關國籍、稅務狀況及其他資料 - 本人 / 吾等不可撤回地同意按富邦人壽所要求的時間及形式，向富邦人壽提供本人 / 吾等、任何索償人、承讓人及受益人之個人資料，以及該等資料的任何更新及詳情，以確保富邦人壽符合及遵從適用規定。如本人 / 吾等稅務居民身份有所改變，本人 / 吾等將迅速並於改變發生 30 天內通知富邦人壽。如本人 / 吾等、任何索償人、承讓人及受益人未有提供最新、正確無誤及完整的個人資料，和所需已簽妥及公証（如需要）的稅務聲明或表格，富邦人壽為着確保符合及遵從適用規定，富邦人壽可按有關機關要求，自根據本保單應給付的任何款項之中扣除或預扣有關款項及 / 或支付予有關機關，及 / 或將任何上述個人資料及 / 或保單資料提供給有關機關。
4. 可予以呈報的個人資料包括但不限於以下資料 -（a）如本人 / 吾等為個人，包括本人 / 吾等的全名、出生日期、出生地點、住址、郵寄地址、稅務編號、社會福利保障號碼、所有國籍、居留地、稅務居留地等資料；（b）如本人 / 吾等為公司實體，包括公司全名、成立或組成地點、註冊地址、經營地址、郵寄地址、稅務編號、以及公司各主要股東及控制人的稅務居留地、稅務編號、註冊地址、經營地址或（如適用）住址等資料。

1. I/We acknowledge that Fubon Life Insurance (Hong Kong) Company Limited ("Fubon Life") may from time to time be subject to various tax reporting and withholding obligations ("Applicable Requirements") imposed by domestic and foreign laws, treaty, regulations, guidance, rules, codes of practices, guidelines and/or intergovernmental agreements and agreements with foreign governments or tax authorities ("Authorities") including but not limited to obligations under the U.S. Foreign Account Tax Compliance Act ("FATCA"), the Hong Kong laws and regulations regarding Automatic Exchange of Information ("AEOI"), and intergovernmental agreements for the implementation of FATCA and AEOI.
2. Customer consent to disclose information to third parties/waiver of data privacy rights – I/We irrevocably agree Fubon Life to disclose personal particulars of myself/ourselves, any claimant, assignee and beneficiary together with policy information and any update of such information to any Authorities for the purpose of ensuring Fubon Life's compliance or adherence with the Applicable Requirements.
3. Updating of customer information about nationality, tax status and others – I/We irrevocably agree to provide with Fubon Life personal particulars of myself/ourselves, any claimant, assignee and beneficiary and update of such information within such time and in such manner as Fubon Life requires with a view of ensuring Fubon Life's compliance or adherence with the Applicable Requirements. I/We will notify Fubon Life promptly of any change in my/our tax residence status within 30 days of that change. In the event of failure to provide updated, correct and complete personal particulars and required tax declarations or forms duly executed and notarized (if required) by me/us or claimant, assignee and beneficiary, Fubon Life may, for the purpose of ensuring Fubon Life's compliance or adherence with the Applicable Requirements, deduct or withhold such amount payable under the policy and/or pay the same to the Authorities, and/or provide any of the aforesaid personal particulars and policy information to the Authorities as the Authorities may require.
4. The personal particulars that may be reported include but not limited to the following – (a) Where I am/we are an individual(s), including my/our full name(s), date(s) of birth, place(s) of birth, residential address(es), mailing address(es), taxpayer identification number(s), social security number(s), citizenship(s), residency(ies), and tax residency(ies); (b) Where I am/we are a corporate(s), including its full name(s), its place(s) of incorporation or formation, registered address(es), address(es) of place of business, mailing address(es), taxpayer identification number(s), as well as tax residency(ies), taxpayer identification number(s), registered address(es), address(es) of place of business or (if applicable) residential address(es) of each of its substantial shareholders and controlling persons.