



Collateral Assignment 抵押轉讓

Filling in this form 請填寫列表格

Please fill in this form and return the original to 12/F, Lincoln House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong. If you have any enquiries, please contact our Customer Service Department on (852) 2169 0300.

請填妥下列表格，並將正本寄回香港鰂魚涌英皇道 979 號太古坊林肯大廈 12 樓。若閣下有任何查詢，請致電本公司之客戶服務部 (852) 2169 0300。

The Assignee must provide Heng An Standard Life (Asia) Limited a separate "Self-Certification Form" which shall be considered as part of this form. 受讓人須向恒安標準人壽 (亞洲) 有限公司單獨提交一份「自我證明表格」，該「自我證明表格」將被視為本表格的一部分。

Policy Number 保單編號 _____	Name of First Policy Owner 第一保單持有人姓名 _____	Name of First Life Insured 第一受保人姓名 _____
Mortgage Loan Number 按揭貸款編號 _____	Name of Second Policy Owner (if applicable) 第二保單持有人姓名 (如適用) _____	Name of Second Life Insured (if applicable) 第二受保人姓名 (如適用) _____
Amount of Loan 貸款額 _____	Total Sum Insured (if applicable) 總保額 (如適用) _____	

Important Notes 重要事項

Before making your decision to assign the above policy to the Assignee as collateral, you should carefully consider the following information: 在作出決定將上述保單抵押以向受讓人申請貸款前，請小心考慮下列因素：

1. Policyowner(s) shall continue to pay the regular premium / contribution due for keeping the policy in full force. In case that the premium / contribution due is not paid after the grace period, the policy may be terminated according to policy provisions.
保單持有人仍須繼續繳付到期保費或供款，以保持保單生效。如寬限期屆滿仍未繳付所須保費或供款，保單將可能根據保單條款自動終止。
2. After the assignment of the policy has been effective, the Assignee can receive, up to the Amount of Loan, the maturity amount upon policy maturity, surrender value upon surrender the policy, death benefit payable upon insured death, claim proceeds payable upon critical illness claims and / or any other policy benefit proceeds.
當本保單權益轉讓給受讓人後，受讓人可在保單期滿時領取期滿金額，在退保時領取退保金額，在受保人身故時領取身故賠償金額，在危疾理賠時領取賠償金額或 / 及收取其他保單利益，但將不會高於貸款額。
3. Before release of this collateral assignment, policy information and/or personal data in relation to the above policy may be disclosed to the Assignee.
在抵押未被取消前，有關上述保單的保單資料及 / 或個人資料將可能會向受讓人披露。
4. Starting from 1 January 2018 the Insurance Authority of Hong Kong will impose by law a levy on the premium / contribution payment(s) of the policy payable by the policyholder(s). The levy is payable to the Insurance Authority and does not form part, and is independent, of any fees or charges payable by the policyholder(s) under their policy.
由 2018 年 1 月 1 日起，香港保險業監管局將按照法例就投保人的保單保費 / 供款實施徵費。有關徵費須由投保人向保險業監管局繳付，該徵費並不構成投保人於保單應付的任何收費或費用的一部分，且為獨立於保單應付的任何收費或費用。

Declaration & Signature 聲明及簽署

I/We, the undersigned, in consideration of the grant of a mortgage loan in the amount of _____
(\$ _____), by _____ ("Assignee"),
to me/us, the conditions of which will be set out in the Mortgage Deed to be signed by me/us, on the security of the property known as _____

the receipt of which is hereby acknowledged, hereby assign to the Assignee as collateral security for the payment of the said mortgage loan the benefit, up to the value of the said mortgage loan or such sums as shall be outstanding thereunder, of all monies insured or to become payable by or under the Policy numbered _____ and under the Critical Illness Rider, if any, issued by Heng An Standard Life (Asia) Limited ("Company") inclusive of the cash surrender and loan value, if any, thereof and of any dividends that may be declared from time to time but upon this express condition agreed to by the Assignee, namely, that this Collateral Assignment is made for the purpose of securing the payment of the said mortgage loan, with the prescribed interest thereon and all other applicable charges, and for no other purpose whatever, and if I/we shall well and truly pay, or cause to be paid, to the Assignee, the said mortgage loan with the prescribed interest thereon and all other applicable charges from the date thereof, on or before the ____dd ____mm ____yyyy the Assignee shall reassign the Policy to me/us; and I/we hereby covenant with the Assignee that I/we will not do or knowingly suffer anything to be done whereby the said Policy may be rendered void or voidable or the Assignee may be prevented from receiving or be deprived of the right to receive the monies insured or to become payable by or under the said Policy, and I/we declare that an acknowledgement signed by the Assignee or his estate or the beneficiary in respect of any payment made by the Company shall fully discharge the Company from its liabilities and obligations under the Policy in respect of which the acknowledgement was given.

本人 / 吾等 (以下簽署人) 茲確認收到由 _____ (「受讓人」) 向本人 / 吾等批出，以位於 _____ 之物業作為抵押的 _____ 元 (\$ _____) 按揭貸款 (貸款條件乃載於本人 / 吾等即將簽署的按揭契據)，謹此向受讓人轉讓由恒安標準人壽 (亞洲) 有限公司 (「貴公司」) 繕發，編號為 _____ 的保單以及附加危疾保障 (如有) 下所有獲承保或應付款項 (包含退保金額及貸款價值 (如有) 並可能不時派發的任何紅利) 的權益 (但以上述按揭貸款的價值或相關欠付的金額為上限)，作為償還上述按揭貸款的抵押擔保，惟受讓人須首先接受以下明示條件，即此抵押轉讓之目的乃在於擔保償還上述按揭貸款及相關指定利息與及所有其他適用費用，而非作任何其他用途；倘本人 / 吾等自行或安排他人在不遲於 _____ 年 _____ 月 _____ 日向受讓人正式償還上述按揭貸款及相關指定利息與及所有其他適用費用，則受讓人便須向本人 / 吾等再轉讓保單；及本人 / 吾等謹此向受讓人承諾，本人 / 吾等不會作出或在知情情況下允許作出任何事宜導致上述保單失效或可使無效，或導致受讓人無法收取或喪失收取上述保單下應獲款項的權利，且本人 / 吾等聲明，就貴公司作出的任何付款而言，如受讓人或其遺產繼承人或如受益人已作出簽字確認，則該簽字即代表貴公司在保單下該履行的責任已被完全解除。

Declaration & Signature 聲明及簽署

The interest of any revocable and irrevocable beneficiary under the Policy shall be subject to the terms of this Collateral Assignment. However, the Assignee by acceptance of this Collateral Assignment agrees with the undersigned that any balance of sums received hereunder from the Company remaining after payment of the then existing mortgage loan shall be paid by the Assignee to the persons entitled thereto under the terms of the Policy as if this Collateral Assignment had not been executed.

在保單下任何屬於可撤銷及不可撤銷受益人的權益均受此抵押轉讓的條款規限。然而，一旦受讓人接受此抵押轉讓，即代表其與下列簽署人協定，受讓人從貴公司收到在扣除當時應予償還的按揭貸款後所剩餘的任何餘款，必須支付予保單條款下規定有權收款的人士，猶如從未訂立過此抵押轉讓。

The Assignor and the Assignee hereby expressly declare that the Company has made no assessment of nor does it take responsibility for the validity and enforceability of this Collateral Assignment.

轉讓人及受讓人謹此明確聲明，貴公司並無評估，亦毋須評估此轉讓是否有效及是否可予強制執行。

This Assignment shall be governed by and construed according to the law of Hong Kong SAR.

此轉讓將受香港特別行政區法例管轄並按其詮釋。

I/WE HEREBY DECLARE that before I/we have signed this Collateral Assignment form, I/we have thoroughly read the Personal Information Collection Statement provided below and understand that my/our personal data being collected or held from time to time by Heng An Standard Life (Asia) Limited, whether by way of this Collateral Assignment form or otherwise, is and will be subject to the purpose and manner of use as indicated in this Personal Information Collection Statement.

本人 / 吾等 謹此聲明，本人 / 吾等在簽署本抵押轉讓表格前已細閱以下的《個人資料收集聲明》，並明白由恒安標準人壽（亞洲）有限公司不時收集或持有（不論是透過本抵押轉讓表格或是以其他方式收集或持有）本人 / 吾等的個人資料，不管現時或將來均會按此《個人資料收集聲明》所述的方式用於該聲明下的用途。

Personal Information Collection Statement 個人資料收集聲明

1. Throughout this Personal Information Collection Statement (this "Statement" or "PIC Statement") and the Foreign Tax Reporting and Withholding Obligations Statement (the "Tax Obligations Statement"), certain words and phrases have defined meanings as follows:

本個人資料收集聲明（「本聲明」或「個人資料收集聲明」）及外地稅務呈報 / 稅務責任聲明（「稅務責任聲明」）中，若干詞彙的定義如下：

"Company" 「公司」	means Heng An Standard Life (Asia) Limited; 指 恒安標準人壽（亞洲）有限公司；
"Company's group"	means Heng An Standard Life Insurance Company Limited registered in People's Republic of China (registered number 120000400008883) having its registered office at 18F, Tower II, The Exchange, 189 Nanjing Road, Heping District, Tianjin, People's Republic of China, 300051 together with its subsidiaries (including but not limited to the Company), subsidiary undertakings and associated companies (whether direct or indirect) from time to time and a "member of the Company's group" shall be construed accordingly;
「公司集團」	指 根據公司法於中華人民共和國註冊的恒安標準人壽保險有限公司（註冊編號為 120000400008883），註冊辦事處位於中國天津市和平區南京路 189 號津滙廣場 2 座 18 層（郵編 300051）及其不時直接或間接擁有的子公司（包括但不限於本公司）、附屬公司與關聯公司，「 公司集團旗下公司 」亦按此詮釋；
"Company's affiliates" 「公司聯屬公司」	means any of the Company's affiliates within the Company's group; 指 任何屬公司集團內的聯屬公司；
"Consenting Person" 「同意人士」	means each of the following: 指每位以下人士： (a) the policy owner; 保單持有人； (b) each person who has beneficial ownership of the Policy; 每位享有保單實益擁有權的人士； (c) each person who is entitled to access the Policy's value (for example, through withdrawal, surrender, policy claim, benefit payment or otherwise), change a Beneficiary, or claim or receive a benefit payment or any person who is entitled to a future benefit under the Policy, including without limitation any policy claimant, assignee and nominated Beneficiary under the Policy; and 有權透過提款、退保、保單索償、收取利益等方法取用保單價值，更改受益人，索取或接受收取利益的人士，或根據保單每位日後享有收取利益權利的人士，包括但不限於任何保單索償人、保單持受人及訂明的受益人；及 (d) each person who is entitled to receive a payment (such as a policy claimant, policy claimant and nominated Beneficiary) when an obligation to make any payment under the Policy arises or becomes fixed. 當有責任根據保單付款或確定該責任時每位有權接受收取利益的人士（包括保單索償人及指定的受益人）。
"Compliance Obligations" 「合規責任」	means obligations of the Company or of any other members of the Company's group to comply with: 指 我們或公司集團任何成員須遵守以下規定的責任： (a) any applicable local or foreign law, ordinance, regulation, demand, guidance, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and 任何適用的本地或外國法律、法令、規定、要求、指引、條例和守則而不論是否有關兩個或以上司法管轄區的政府之間或監管機構之間的協議；及 (b) any agreement between the Company (or that of any other member of the Company's group, as the case may be) and any government or taxation authority in any jurisdiction. 我們或公司集團其他成員（視情況而定）與任何司法管轄區的政府或稅務當局之間的協議。
"Customer" 「客戶」	means a person: 指 (a) who is treated generally as a customer by the Company, whether the person is: 被公司一般當作客戶的人士，不論該人士為： (i) a policy owner, proposed policy owner, policy assignee, life insured, proposed life insured, party under a trust, payer of insurance premium, beneficiary, payee of insurance benefits, or financial adviser in respect of a product or service of the Company; or 公司產品或服務下的保單持有人、準保單持有人、保單受讓人、受保人、準受保人，信託下的當事人，保費支付人、受益人、保險金受款人或財務顧問；或 (ii) a director, shareholder, officer, or manager of a corporate applicant for insurance or corporate policy owner in respect of a product or service of the Company; and 正在申請或已是公司產品或服務的公司投保人或公司保單持有人之董事、股東、主管或經理；及 (b) who has provided personal data to the Company and therefore became data subject of the Company; 曾向公司提供個人資料而成為我們資料當事人的人士；
"data subject" 「資料當事人」	means, in relation to personal data, the individual (not being a corporate person) who is the subject of the data, and all such individuals as a whole shall be referred to as "data subjects"; 指 就個人資料而言，屬該資料的當事人的個人（而非公司）；

Declaration & Signature 聲明及簽署

- "Hong Kong"
「香港」
- means the Hong Kong Special Administrative Region of the People's Republic of China;
指 中華人民共和國香港特別行政區；
- "PDPO"
「私隱條例」
- means the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong;
指 香港法例第 486 章之《個人資料 (私隱) 條例》；
- "personal data"
「個人資料」
- means (as defined in the PDPO) any data:
指 於私隱條例中符合以下說明的任何資料：
- (a) relating directly or indirectly to a living individual;
直接或間接與一名在世的個人有關的；
 - (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
從該資料直接或間接地確定有關的個人的身份是切實可行的；及
 - (c) in a form in which access to or processing of the data is practicable.
該資料的存在形式令予以查閱及處理均是切實可行的。
- "Personal Information"
「個人資料」
- in respect of a Consenting Person, means:
有關同意人士的個人資料指：
- (a) where the Consenting Person is an individual, his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any taxpayer identification number, social security number, citizenships, residency(ies) and tax residency(ies);
倘同意人士為個人，即其全名、出生日期及地點、居住地址、郵寄地址、聯絡資料 (包括電話號碼)，及任何納稅人識別編號、社會保障號碼、公民身分、居住地及稅務上的常駐國家；
 - (b) where the Consenting Person is a corporate/entity, its date and place of incorporation or formation, registered address, address of place of business, tax identification number, tax status, tax residency, registered address, address of place of business or (if applicable) such information as the Company may reasonably require regarding each of its substantial shareholders and controlling persons.
倘同意人士為公司 / 機構，即其註冊或成立日期及地點、註冊地址、營業地址、稅務識別編號、稅務狀況、稅務上的常駐國家或 (倘適用) 我們合理要求的主要股東及控權人士資料。
- "Policy Information"
「保單資料」
- means any information relating to the Policy including without limitation the Policy number, Policy balance or value, gross receipts, withdrawals and payments from the Policy.
指 有關保單的任何資料，包括但不限於保單編號、保單結餘或價值、總收入、從保單提取及支付的款項。
- "Tax Information"
「稅務資料」
- in respect of a Consenting Person, means:
有關同意人士的稅務資料指：
- (a) any documentation or information (and accompanying statements, waivers and consents as the Company may from time to time require or the Consenting Person may from time to time give) relating, directly or indirectly, to the tax status of the Consenting Person;
與同意人士稅務狀況直接或間接有關的文件或資料，以及我們不時要求或同意人士不時提供的隨附陳述、放棄及同意文件；
 - (b) Personal Information of the Consenting Person; and
同意人士的個人資料；及
 - (c) Policy Information.
保單資料。
2. Nothing in this Statement shall limit the right of Customers as a data subject under the PDPO.
本聲明並不局限客戶作為資料當事人根據私隱條例所享有的權利。
 3. From time to time, personal data of Customers are (or will be) collected by or on behalf of the Company to enable it to carry on its day-to-day business and to provide services to Customers. **Failure to obtain personal data from Customers may result in the Company being unable to process an insurance application or to provide after-sales services to the Customer.**
為使公司能進行其日常業務及向客戶提供服務，客戶的個人資料會不時由公司收集或由他人代為收集。**若公司未能向客戶取得個人資料，則便可能導致公司無法處理投保申請或無法向客戶提供售後服務。**
 4. Personal data of Customers held by the Company will generally be kept confidential, but the Company may provide, disclose or transfer these personal data to the following persons (whether they are in or outside Hong Kong) for one or more of the purposes set out in paragraph 5 below:
由公司持有的客戶個人資料一般會被保密，惟公司有可能會向以下人士 (不論是在香港境內或境外) 提供、披露或轉交該等個人資料以便達到下文第 5 段中述及的一個或多個目的：
 - (a) any reinsurance company to whom any part of the Company's business is ceded;
任何承保公司業務之任何部分的再保公司；
 - (b) any financial institution or financial service provider who is in a position to process the payment of, or handle the payment instruction or authorisation of any monies to or by the Customer;
任何處於適當崗位可處理向客戶支付或收取款項，或可執行向客戶支付或收取款項之付款指示或授權的金融機構或金融服務機構；
 - (c) any healthcare service provider who is engaged to carry out medical assessment on the health of a Customer which will affect the Company's decision on processing an insurance application or a claim;
任何受聘負責檢驗客戶健康狀況而該檢驗結果會影響公司處理投保申請或索償決定的醫療服務機構；
 - (d) any professional adviser or service provider who is engaged to provide independent advice or service in a specialised area to the Company and/or the Company's affiliates;
任何受聘向公司及 / 或公司聯屬公司提供獨立意見或專門範疇服務的專業顧問或服務機構；
 - (e) any person in connection with any claims made by the Customer or otherwise involving the Customer in respect of any products and/or services provided by the Company or the Company's affiliates, including any claims investigation agency;
任何就公司或公司聯屬公司產品及 / 或服務與客戶提出索償 (或以別的形式被涉及客戶) 有關的人士，包括任何索償調查機構；
 - (f) any person to whom the Company and/or the Company's affiliates are under an obligation to make disclosure under any Compliance Obligations or the requirements of any present or future laws, rules, regulations, codes, treaties or guidelines binding or enforceable on them, including any regulators, government authorities, international organisations or alliances, courts, adjudicators, and/or any industry bodies, associations or federations;
任何公司及 / 或公司聯屬公司根據所須遵守的任何合規責任或現有或未來法例、規則、法規、守則、條約或指引而對其有披露責任的人士，包括任何監管機構、政府部門、國際組織或聯盟、法院、裁判機構及 / 或任何行業團體、協會或聯會；
 - (g) any insurance intermediary authorised by the Company and/or the Company's affiliates to promote, sell, or provide after-sales services in relation to, any of the products and services of the Company and/or the Company's affiliates;
任何獲公司及 / 或公司聯屬公司授權以進行推廣或銷售公司及 / 或公司聯屬公司任何產品及服務，或就有關產品及服務提供售後服務的保險中介機構；
 - (h) any actual or proposed assignee of the Customer's insurance policy issued by the Company and/or the Company's affiliates;
任何獲發公司及 / 或公司聯屬公司簽發保單的客戶之實際或準受讓人；
 - (i) any actual or proposed purchaser of parts or all of the Company's business and/or those of the Company's group together with its advisers in the transaction;
任何公司及 / 或公司集團部分或全部業務的實際或準買家，及其交易顧問；

Declaration & Signature 聲明及簽署

- (j) any agent, contractor or external service provider who is engaged to provide administrative, audit, data processing, document managing, mailing, printing, payment, storage, technology, telecommunication, or other services to the Company and/or the Company's affiliates in connection with the daily operation of their respective businesses;
任何受聘向公司及 / 或公司聯屬公司就其日常之營運提供行政、審計、資料處理、文檔管理、郵遞、印刷、付款、儲存、技術、電訊，或其他服務的代理商、承包商或外界服務供應商；
- (k) any external service provider who is engaged to provide any service which will enhance or add value to the overall experience of the Customer in enjoying the products and/or service of the Company and/or the Company's affiliates;
任何受聘向客戶提供讓其對公司及 / 或公司聯屬公司產品及 / 或服務更為滿意或享有提升服務的外界服務機構；
- (l) any research agent or service provider who is engaged to carry out any market surveys or studies;
任何受聘進行市場調查或研究的調查代理或服務供應商；
- (m) any of the Company's affiliates; and
任何公司聯屬公司；及
- (n) any person described in paragraph 7(d) below for the purpose of direct marketing, in case the Customer has given consent for using personal data in relation to such purpose.
任何在客戶同意讓其個人資料被用作直接促銷用途的前提下，於下文第 7(d) 段所述的人士。
5. The purpose(s) for which the personal data of Customers may be used will vary depending on the circumstances and their context of collection, but the purposes perceived by the Company will include the following:
客戶個人資料的用途會因不同情況及收集的背景有異，惟公司屬意用途將包括：
- (a) to offer a quotation for insurance to a Customer, and to assess, evaluate (including the merits and/or suitability of a product or service to a Customer), process, approve and/or underwrite an insurance application, a claim and/or service request from a Customer arising from the application or thereafter;
提供投保報價予客戶，以及評估、衡量 (包括產品及 / 或服務是否有利於及 / 或適合客戶)、處理、批准及 / 或受理客戶的投保申請、索償及 / 或源於客戶投保申請或其後的服務要求；
- (b) to provide subsequent or ongoing services to a Customer in relation to an insurance application or policy;
提供有關投保申請或保單的跟進或持續服務予客戶；
- (c) to carry out matching procedures as defined in the PDPO;
執行私隱條例中界定的核對程序；
- (d) to carry out credit assessments on Customers whose credit worthiness is under regular or special review;
進行客戶信用評估，不論該評估為定期或特別審查；
- (e) to carry out surveys for gathering Customer opinion and/or statistical analysis on Customer's behavior or mentality;
進行調查以收集客戶意見及 / 或作出客戶行為或心態的統計分析；
- (f) to process a payment or a Customer's payment instructions and/or direct debit authorisations;
處理付款或執行客戶的付款指示及 / 或直接付款授權；
- (g) to determine any amount of indebtedness owing to or from a Customer;
確定欠付客戶或客戶欠付的任何款項；
- (h) to verify a Customer's identity in accordance with any compliance procedures, including those intended to combat terrorist financing, fraud and/or money laundering or otherwise for the purpose of ensuring the Company's Group's Compliance with the Compliance Obligations;
按任何合規程序驗證客戶的身份，包括旨在打擊恐怖活動融資、欺詐及 / 或洗黑錢活動的程序或在其他情況下用以確保公司集團依從合規責任的程序；
- (i) to maintain an update database of personal data of Customers;
設立及更新客戶個人資料的數據庫；
- (j) to facilitate research or design of insurance or other related financial services and/or products which may be suitable for Customers;
促進研究或設計可能適合客戶的保險或其他相關金融服務及 / 或產品；
- (k) to enforce a Customer's obligations in respect of an insurance application or policy;
執行客戶在投保申請或保單下的責任；
- (l) to enable an actual or proposed assignee of the Customer's insurance policy, or an actual or proposed purchaser of the Company's business, to evaluate the transaction intended to be the subject of the assignment or purchase;
協助客戶保單的實際或準受讓人或公司業務的實際或準買家，以評估在有關轉讓或買賣交易下的事宜；
- (m) to fulfill the disclosure requirements of any Compliance Obligations, laws, legislation, regulations, codes or guidelines as may in present or future and from time to time be applicable to the Company and/or the persons as listed in paragraph 4 above to whom the Company had transferred personal data of the Customer;
遵守現時或將來不時適用於公司及 / 或上文第 4 段所列從公司手上取得客戶個人資料之人士的任何合規責任、法例、法規、規章、守則或指引底下的披露規定；
- (n) to enable the Company to carry on its normal business and day-to-day operations and to meet its liquidity and solvency requirements according to law;
令公司能繼續經營其正常業務及日常運作，以及符合有關法例對流動資金及償付能力的規定；
- (o) to procure any service which will enhance or add value to a Customer's enjoyment of the products and/or service of the Company and/or the Company's affiliates;
取得任何讓客戶對公司及 / 或公司聯屬公司產品及 / 或服務更為滿意或享有額外價值的服務；
- (p) to exercise the Company's rights as more particularly provided in the insurance policy, including the right of subrogation;
行使公司在保單中列明的權利，包括代位權；
- (q) to comply with any obligations, requirements, policies, procedures, directives, or guidelines in respect of sharing data and information within the Company's group and/or any other use of data and information in accordance with group-wide compliance procedures; and/or
遵守公司集團內對共享數據與資料，及 / 或根據集團通用的合規程序將數據與資料用作其他用途的相關責任、規定、政策、程序、指令或指引；及 / 或
- (r) to market the service, product and/or subject as further described in paragraph 7 below.
推廣下文第 7 段所詳述的服務、產品及 / 或事項。
6. Under the laws, regulations and international agreements for the implementation of automatic exchange of financial account information ("AEOI") and the U.S. Foreign Account Tax Compliance Act ("FATCA"), financial institutions are required to identify account holders (including certain policy owners and beneficiaries) and controlling persons of certain entity policyholders who are reportable foreign tax residents and report their Tax Information (including but not limited to their name, address, jurisdiction(s) of tax residence, tax identification number in that jurisdiction(s), account balance and income information) to the local tax authority where the financial institution operates or directly to the U.S. Internal Revenue Service. The local tax authority will provide this information to the tax authority of the reportable foreign tax resident's country of tax residence on a regular, annual basis. Without limiting the generality of this Personal Information Collection Statement, the Company will use the Tax Information for the purposes of AEOI and FATCA. The Tax Information may be transmitted by the Company to the Hong Kong Inland Revenue Department or any other relevant domestic or foreign tax authority for transfer to the tax authority of another jurisdiction. The Tax Information may be transmitted by the Company to the U.S. Internal Revenue Service.
根據實施的自動交換財務帳戶資料 (「自動交換資料」) 和美國海外帳戶稅收合規法案 (「合規法案」) 的法律、法規及國際協定，財務機構須辨別具有須申報外國稅務居民身份的帳戶持有人 (包括某些帳戶持有人及保單受益人) 和某些實體保單持有人的控權人，並向財務機構營運當地的稅務部門或直接向美國國稅局申報其稅務資料 (包括但不限於姓名、地址、稅務居住地、該稅務居住地的稅務編號、帳戶結餘及收入資料)。當地稅務部門將每年定期將上述資料交予須申報外國稅務居民所屬稅務居住地的相關稅務部門。在不限制個人資料收集聲明下，本公司會將收集的稅務資料用於自動交換資料及合規法案。本公司會將稅務資料傳遞給香港稅務局或其他本地或海外稅務部門用於轉交其他司法管轄區的稅務部門。本公司亦可能將稅務資料轉交給美國國稅局。

Declaration & Signature 聲明及簽署

7. Use of Personal Data in Direct Marketing

使用個人資料作直接促銷用途

The Company intends to use the personal data of Customers for direct marketing purpose and the Company requires their consent (including an indication of no objection) for the purpose. In this connection:

公司擬使用客戶個人資料作直接促銷用途，惟公司的該用途須取得客戶同意（包括其表示不反對）。就此，請留意：

- (a) the name, contact details (including telephone numbers, mailing addresses and email addresses), gender, date of birth, transaction pattern or behavior, financial background, and demographic data (collectively, "Selected Personal Data") being held by the Company may from time to time be used in direct marketing; and
公司所持有客戶的姓名、聯絡資料（包括電話號碼、郵寄地址及電郵地址）、性別、出生日期、交易模式及行為、經濟背景及人口統計數據（統稱「選定個人資料」）可被不時用作直接促銷用途；及
- (b) information delivered by post, electronic mails, SMS, telephone calls, and/or other means of communication may be used by the Company in achieving its direct marketing purpose; and
公司可透過以郵寄、電郵、短訊、電話及／或其他通訊方式轉遞的資料以達到其直接促銷用途；及
- (c) the classes of service, product and subject in relation to the Company's direct marketing may include:
有關公司作直接促銷的服務、產品及項目可包括：
 - (i) insurance, investment, financial planning, asset and wealth management and related services and/or products;
保險、投資、財務策劃、資產和財富管理及相關服務及／或產品；
 - (ii) lucky draw, games, media event and/or seminar; and
抽獎、遊戲、傳媒活動及／或講座；及
 - (iii) reward, loyalty, privilege and/or special-offer programs;
獎勵、長期客戶、優惠及／或特惠計劃；
- (d) the classes of service, product and subject described above may be provided or solicited by the Company and/or:
上述服務、產品及項目可能由公司及／或下述各方提供或取得：
 - (i) any of the Company's affiliates;
任何公司聯屬公司；
 - (ii) third party financial institutions, investment firms, investment advisers and investment service providers; and
第三方金融機構、投資行、投資顧問及投資服務機構；及
 - (iii) third party providers of reward, loyalty, privilege and/or special-offer programs;
獎勵、長期客戶、優惠及／或特惠計劃的第三方提供者；
- (e) in addition to marketing the classes of service, product and subject described above for and by itself, the Company also intends to provide the Selected Personal Data of Customers to all or any of the persons described in paragraph 7(d) above for use by them in marketing those classes of service, product and subject, and the Company requires the consent of those Customers (including an indication of no objection by them) for such purpose; and
除為自己或靠自己直接促銷上述服務、產品及項目外，公司亦擬提供選定個人資料予上文7(d)段所述之全部或任何人士用於其促銷該等服務、產品及項目上，惟公司須取得該等客戶的同意（包括其表示不反對）；及
- (f) **if a Customer does not wish to allow the Company to use or provide to other persons any of his/her Selected Personal Data for direct marketing purpose, the Customer can exercise his/her right of objection and notify the Company.**
客戶如欲拒絕公司使用，或提供選定個人資料予其他人士使用作直接促銷，可行使反對權並通知公司。

8. Under and in accordance with the PDPO, a data subject has the following rights:

根據私隱條例，資料當事人有權：

- (a) to check whether the Company holds data relating to him/her and access to such data;
查證公司是否持有其資料及查閱有關資料；
- (b) to require the Company to correct any data relating to him/her which is inaccurate; and
要求公司改正有關其本人不準確的任何資料；及
- (c) to ascertain the Company's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Company; and
查閱公司有關個人資料的政策及實際程序，以及了解公司所持個人資料的種類；及
- (d) to request the Company not to use his/her data for direct marketing purpose and the Company must then cease the use for that purpose without charge.
要求公司不可使用其資料作直接促銷用途。

9. In accordance with the PDPO, the Company has the right to charge a reasonable fee for processing any data access request.

根據私隱條例，公司有權就處理任何查閱資料的要求收取合理費用。

10. The requests described above may be made in writing to the Data Protection Officer, Heng An Standard Life (Asia) Limited, 12/F, Lincoln House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.

上述要求可以書面形式郵寄予恒安標準人壽（亞洲）有限公司之資料保護主任，地址為香港鰂魚涌英皇道 979 號太古坊林肯大廈 12 樓。

11. Foreign Tax Reporting and Withholding Obligations Statement ("Tax Obligations Statement")

外地稅務呈報 / 稅務責任聲明 (「稅務責任聲明」)

- (a) Provision of information
提供資料
 - (i) I/We agree to provide the Company with the Personal Information of myself/ourselves and, where reasonably required by the Company, of any other Consenting Person in such manner, in such form and within such time, as the Company may from time to time require.
本人同意向公司提供我的個人資料，亦會應公司的合理要求，按公司不時要求的方式、形式及時間向公司提供其他同意人士的個人資料。
 - (ii) Where there is any change or addition to the Personal Information of myself, and, where applicable, any other Consenting Person, I/we agree to update the Company promptly (and in any event no later than 31 days of the change or addition) of the change or addition.
倘本人及任何同意人士（倘適用）的個人資料有任何更改或增加，本人同意當有更改或增加會盡快（無論如何不遲於更改或增加後的 31 天）通知公司有關的更改或增加。
 - (iii) I/We agree that I/we shall, and, where applicable, shall procure such other Consenting Person(s) to, complete and sign such documents and do such things, as the Company may reasonably require from time to time for the purposes of ensuring the Company's compliance with the Compliance Obligations.
本人同意會應公司不時合理的要求，自行及（倘適用）促使有關的其他同意人士填妥及簽署有關文件及辦理有關事宜，以確保公司遵守合規責任。
 - (iv) I/We agree that the Company may directly require any other Consenting Persons to provide or confirm accuracy of their Personal Information without involving me/us if the Company reasonably considers it to be appropriate.
本人同意，倘公司有理由認為恰當，可毋須通過本人直接要求其他同意人士提供其個人資料或確認個人資料是否準確。
- (b) Disclosure of information
資料披露
 - (i) I/We agree that the Company and/or any other members of the Company's group may disclose the Tax Information of myself/ourselves and any other Consenting Person(s) to any government or tax authority in any jurisdiction for the purpose of ensuring compliance with Compliance Obligations (including but not limited to obligations under the laws, regulations and international agreements for the implementation of automatic exchange of financial account information ("AEOI") and the U.S. Foreign Account Tax Compliance Act ("FATCA")) on the part of the Company or on the part of the Company's group.
本人同意公司及／或公司集團任何成員可向任何司法管轄區的政府或稅務當局披露本人及任何同意人士的稅務資料，以確保公司或公司集團遵守合規責任（包括但不限於任何實施的自動交換財務帳戶資料（「自動交換資料」）和美國海外帳戶稅收合規法案（「合規法案」）的法律、法規及國際協定）。

Declaration & Signature 聲明及簽署

- (ii) I/We hereby waive, and, where reasonably required by the Company, agree to procure any other Consenting Person(s) to waive, any applicable restrictions which would otherwise hinder the ability of the Company and/or any other members of the Company's group to disclose Tax Information in the manner as described in this paragraph 11(b) of the Tax Obligations Statement (or in the relevant policy provision relating to foreign tax reporting and withholding obligations).
本人謹此放棄並 (倘公司合理要求) 同意促使其他同意人士放棄可能妨礙公司及 / 或 [公司集團] 其他成員按稅務責任聲明第 11(b) 段 (或有關外地稅務呈報或稅務責任的相關保單條文) 所述方式披露稅務資料的任何相關限制。
- (iii) I/We agree that the Company may directly require any other Consenting Person to agree to the disclosure as described in this paragraph 11(b) of the Tax Obligations Statement (or in the relevant policy provision relating to foreign tax reporting and withholding obligations) and/or waive any otherwise applicable restrictions on such disclosure, if the Company reasonably considers appropriate.
本人同意, 倘公司有理由認為恰當, 可毋須通過本人直接要求其他同意人士同意按稅務責任聲明第 11(b) 段 (或有關外地稅務呈報或稅務責任的相關保單條文) 所述作出披露及 / 或放棄相關披露的相關限制。

(c) Failure to Provide Information
無法提供資料

I/We agree that:

本人同意:

- (i) where I/we fail to comply with my obligations under paragraph 11(a) of the Tax Obligations Statement; or
倘若本人不遵守稅務責任聲明第 11(a) 段所載本人的責任; 或
- (ii) where any of the other Consenting Persons fails to comply with the Company's requirements described in paragraph 11(a)(iv) or 11(b)(iii) of the Tax Obligations Statement; or
倘若其他同意人士不遵守稅務責任聲明第 11(a)(iv) 段或第 11(b)(iii) 段所述公司的要求; 或
- (iii) where the Personal Information (regardless of whether it is in relation to me/us or any other Consenting Person) is inaccurate, incomplete or not promptly updated; or
倘若個人資料 (不論是否與閣下或任何其他同意人士有關) 不準確、不完整或未有及時更新; 或
- (iv) for whatever reason the Company and/or any other members of the Company's group is prevented (under Hong Kong law or otherwise) from making the disclosure of the Tax Information of myself/ourselves and/or any other Consenting Person(s) to the relevant government or tax authorities in the relevant jurisdiction,
公司及 / 或 [公司集團] 任何其他成員不論任何原因 (根據香港法律或其他原因) 遭禁止向相關司法管轄區的相關政府或稅務當局披露本人及 / 或任何其他同意人士的稅務資料,

the Company may take one or more of the following actions at any time:

公司可於任何時間採取以下一項或多項行動:

- (I) deduct from or withhold part of any amounts payable under the Policy;
扣減或不予支付任何保單應付款項;
- (II) terminate the Policy (in which case, the Company will pay me/us the Policy Account Value less any applicable fees and charges and less any withholding or deductions required pursuant to the Compliance Obligations); and
終止保單 (在此情況下, 公司會向本人支付經扣減任何相關費用及收費和根據合規責任所指定的任何不予支付或扣減款項後的保單賬戶價值); 及
- (III) provide (whether before or after the termination of the Policy) the Tax Information relating to me/us and/or any other Consenting Persons to such government or tax authority(ies) in any jurisdiction,
向任何司法權區的相關政府或稅務當局提供 (不論在保單終止之前或之後) 有關本人及 / 或任何其他同意人士的稅務資料,

as may be required by the Company to ensure its compliance with the Compliance Obligations.

如公司按其需要以確保其遵守合規責任。

(d) Confirmations
確認

I/We confirm and agree that:

本人確認並同意:

- (i) any agreement, waiver, confirmations given in, or to be given pursuant to, the Tax Obligations Statement or the relevant policy provision relating to foreign tax reporting and withholding obligations are irrevocable;
根據稅務責任聲明或有關外地稅務呈報或稅務責任的相關保單條文作出的任何協議、放棄及確認均不可撤銷;
- (ii) neither the Company nor any member of the Company's group shall be liable for any costs or loss that I/we (or any other Consenting Persons) may incur because of the Company and/or any member of the Company's group taking any actions permitted by or exercising any powers under the Tax Obligations Statement or the relevant policy provision relating to foreign tax reporting and withholding obligations;
由於公司或恒安標準人壽保險集團任何成員根據稅務責任聲明或有關外地稅務呈報或稅務責任的相關保單條文所容許或授權採取的行動引致閣下蒙受的任何費用或損失, 公司或恒安標準人壽保險集團任何成員均毋須負責;
- (iii) I/we must obtain or, as the case may be, have obtained the requisite consent from each Consenting Person for the provision of his/her Tax Information to the Company and the disclosure of any of such Tax Information by the Company and/or any of the Company's affiliates under paragraph 11(b) of the Tax Obligations Statement (or the relevant policy provision relating to foreign tax reporting and withholding obligations);
本人必須或 (視乎情況而定) 已經取得每位同意人士所需的同意, 以提供彼等的稅務資料予公司, 而公司及 / 或公司任何聯屬公司可根據稅務責任聲明第 11(b) 段 (或有關外地稅務呈報或稅務責任的相關保單條文) 披露任何該等稅務資料;
- (iv) I/we must inform each Consenting Person of the Company's powers under the Tax Obligations Statement (and the relevant policy provision relating to foreign tax reporting and withholding obligations);
本人必須將稅務責任聲明 (及有關外地稅務呈報或稅務責任的相關保單條文) 所載公司的權力告知每位同意人士;
- (v) the Tax Obligations Statement (and the relevant policy provision relating to foreign tax reporting and withholding obligations) are without prejudice, and in addition, to any of the Company's rights or powers under any other policy provisions or this application form; and
稅務責任聲明 (及有關外地稅務呈報或稅務責任的相關保單條文) 並不影響任何其他保單條文或本申請表格所載公司的權利或權力並屬於以外的權力; 及
- (vi) Where there is any withdrawal or payment under the Tax Obligations Statement (or the relevant policy provision relating to foreign tax reporting and withholding obligations) for any reason, the withdrawal amount or payment amount will at all times be subject to the exercise of the Company's powers under paragraph 11(c)(I) and (II) of the Tax Obligations Statement.
無論任何原因凡有稅務責任聲明 (或有關外地稅務呈報及稅務責任的相關保單條文) 所指的任何提款或付款, 提款金額或付款金額均任何時間須受限於稅務責任聲明第 11(c)(I) 及 (II) 段所公司權力的行使。
- (vii) the Tax Obligations Statement shall form an integral part of the Policy once this application is accepted by the Company.
一旦申請獲公司接納, 稅務責任聲明即屬保單的一部分。

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

中英文版本如有歧異, 概以英文版為準。

Declaration & Signature 聲明及簽署

I/WE HEREBY DECLARE that in relation to the Company's intended use of my/our personal data in direct marketing as explained in paragraph 7 of the PIC Statement, I/we understand that I/we may indicate my/our objection to such use by checking the tick-box provided below. Unless I/we have done so, it shall be my/our intention to give consent to the Company to such use and the signature(s) given by me/us at the end of this Collateral Assignment form shall be deemed good evidence of our consent.

本人 / 吾等謹此聲明，有關恒安標準人壽 (亞洲) 有限公司 (「貴公司」) 擬將本人 / 吾等的個人資料用作個人資料收集聲明中第 7 段所述的直接促銷用途，本人 / 吾等明白本人 / 吾等可剔選以下空格表示反對。除非本人 / 吾等有作出如此表示，否則本人 / 吾等的意願將可被視為是同貴公司將本人 / 吾等的個人資料用作所描述的直接促銷用途，而本人 / 吾等在本抵押轉讓表格末的簽字將可被視為是表示同意的確據。

☐ I/WE OBJECT to the use of my/our personal data for direct marketing purpose

I/WE HEREBY DECLARE that any personal data provided by me/us to the Company (whether by way of this application form or otherwise) which is in relation to a third party not being myself/ourselves has been obtained by me/us in compliance with the PDPO, and the relevant third party has explicitly agreed to the disclosure of his/her personal data to the Company for the purposes set out in the PIC Statement above, I/we agree to indemnify and hold harmless the Company against all loss, liability and cost which the Company may incur or suffer as a result of, or in connection with, any breach of my/our declaration contained in this paragraph.

本人 / 吾等謹此聲明，任何由本人 / 吾等向貴公司提供 (不論是透過本申請書或其他方式提供) 有關第三者 (而非本人 / 吾等) 的個人資料乃是以符合個人資料 (私隱) 條例規定的手法取得，而有關第三者已明確同意向貴公司披露其個人資料作上文個人資料收集聲明所述的用途。本人 / 吾等同意彌償及確保貴公司免受因本人 / 吾等違反於本文下的聲明而產生或引致的任何損失、責任或費用。

I/We DECLARE AND AGREE that I/we have the full authority from and consent of the other persons referred to in this Collateral Assignment ("Relevant Persons") to make the above declarations and agreements.

本人 / 吾等聲明及同意本人 / 吾等已獲此抵押轉讓所提及之其他人士 (「相關人士」) 授權作出上述各項聲明及同意。

IN WITNESS whereof, I/we have hereunto set my/our hands this _____ dd _____ mm _____ yyyy.

本人 / 吾等謹此於 _____ 年 _____ 月 _____ 日親筆簽署以作見證。

Signature of First Policy Owner
第一保單持有人簽署

Date of Signature (dd/mm/yy)
簽署日期 (日 / 月 / 年)

Signature of Second Policy Owner (if applicable)
第二保單持有人簽署 (如適用)

Date of Signature (dd/mm/yy)
簽署日期 (日 / 月 / 年)

Signature of Witness
見證人簽署

Date of Signature (dd/mm/yy)
簽署日期 (日 / 月 / 年)

Signature of Assignee with Company Stamp (if applicable)
受讓人簽署加蓋公司印章 (如適用)

HK ID Card No./ Business Registration No. of Assignee
受讓人香港身份證號碼 / 商業登記號碼

Address of Assignee
受讓人地址

Signature of Witness
見證人簽署

Date of Signature (dd/mm/yy)
簽署日期 (日 / 月 / 年)

Signature of Irrevocable Beneficiary (if applicable)
不可撤銷之受益人簽署 (如適用)

Date of Signature (dd/mm/yy)
簽署日期 (日 / 月 / 年)

Declaration & Signature 聲明及簽署

For Office Use Only 此欄由公司填寫

We, Heng An Standard Life (Asia) Limited, hereby acknowledge receipt of the above mentioned Collateral Assignment without assuming any responsibility as to the validity or enforceability thereof.
恒安標準人壽 (亞洲) 有限公司謹此確認收到上述抵押轉讓，但不會對此轉讓的有效性或可執行性負上任何責任。

<div>Date of Signature (dd/mm/yy) 簽署日期 (日 / 月 / 年)</div>	<div>Authorised Signature 授權人簽署</div>
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Heng An Standard Life (Asia) Limited (662679) is registered in Hong Kong at 12/F., Lincoln House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong. Authorised by the Insurance Authority of Hong Kong to write Class A, Class C and Class I long term business in Hong Kong.
恒安標準人壽 (亞洲) 有限公司 (662679) 的註冊公司地址為香港鰂魚涌英皇道 979 號太古坊林肯大廈 12 樓，其已獲香港的保險業監管局授權於香港承保 A 類、C 類及 I 類之長期業務。