



## Personal Information Collection Statement

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:

- "Company" means Heng An Standard Life (Asia) Limited;
- "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;
- "Company's affiliates" means any of the Company's affiliates within the Company's group;
- "Consenting Person" means each of the following:
- the policy owner;
  - each person who has beneficial ownership of the Policy;
  - 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
  - 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.
- "Compliance Obligations" means obligations of the Company or of any other members of the Company's group to comply with:
- 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
  - 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.
- "Customer" means a person:
- who is treated generally as a customer by the Company, whether the person is:
    - 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
    - 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
  - who has provided personal data to the Company and therefore became data subject of the Company;
- "data subject" 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";
- "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
- "PDPO" means the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong;
- "personal data" means (as defined in the PDPO) any data:
- relating directly or indirectly to a living individual;
  - from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
  - in a form in which access to or processing of the data is practicable.
- "Personal Information" in respect of a Consenting Person, means:
- 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);
  - 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.
- "Policy Information" 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.
- "Tax Information" in respect of a Consenting Person, means:
- 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;
  - Personal Information of the Consenting Person; and
  - Policy Information.

2. Nothing in this Statement shall limit the right of Customers as a data subject under the PDPO.
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.**
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:
  - (a) any reinsurance company to whom any part of the Company's business is ceded;
  - (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;
  - (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;
  - (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;
  - (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;
  - (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;
  - (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;
  - (h) any actual or proposed assignee of the Customer's insurance policy issued by the Company and/or the Company's affiliates;
  - (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;
  - (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;
  - (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;
  - (l) any research agent or service provider who is engaged to carry out any market surveys or studies;
  - (m) any of the Company's affiliates; and
  - (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.
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:
  - (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;
  - (b) to provide subsequent or ongoing services to a Customer in relation to an insurance application or policy;
  - (c) to carry out matching procedures as defined in the PDPO;
  - (d) to carry out credit assessments on Customers whose credit worthiness is under regular or special review;
  - (e) to carry out surveys for gathering Customer opinion and/or statistical analysis on Customer's behavior or mentality;
  - (f) to process a payment or a Customer's payment instructions and/or direct debit authorisations;
  - (g) to determine any amount of indebtedness owing to or from a Customer;
  - (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;
  - (i) to maintain an update database of personal data of Customers;
  - (j) to facilitate research or design of insurance or other related financial services and/or products which may be suitable for Customers;
  - (k) to enforce a Customer's obligations in respect of an insurance application or policy;
  - (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;
  - (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;
  - (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;

- (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;
  - (p) to exercise the Company's rights as more particularly provided in the insurance policy, including the right of subrogation;
  - (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
  - (r) to market the service, product and/or subject as further described in paragraph 7 below.
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.
- 7. Use of Personal Data in Direct Marketing**
- 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:
- (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
  - (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
  - (c) the classes of service, product and subject in relation to the Company's direct marketing may include:
    - (i) insurance, investment, financial planning, asset and wealth management and related services and/or products;
    - (ii) lucky draw, games, media event and/or seminar; and
    - (iii) reward, loyalty, privilege and/or special-offer programs;
  - (d) the classes of service, product and subject described above may be provided or solicited by the Company and/or:
    - (i) any of the Company's affiliates;
    - (ii) third party financial institutions, investment firms, investment advisers and investment service providers; and
    - (iii) third party providers of reward, loyalty, privilege and/or special-offer programs;
  - (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
  - (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.**
8. Under and in accordance with the PDPO, a data subject has the following rights:
- (a) to check whether the Company holds data relating to him/her and access to such data;
  - (b) to require the Company to correct any data relating to him/her which is inaccurate; and
  - (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
  - (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.
9. In accordance with the PDPO, the Company has the right to charge a reasonable fee for processing any data access request.
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.
- 11. Foreign Tax Reporting and Withholding Obligations Statement ("Tax Obligations Statement")**
- (a) Provision of information
    - (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.
    - (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.

- (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.
  - (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.
- (b) Disclosure of information
  - (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.
  - (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).
  - (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.
- (c) Failure to Provide Information

I/We agree that:

  - (i) where I/we fail to comply with my/our obligations under paragraph 11(a) of the Tax Obligations Statement; or
  - (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
  - (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
  - (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, the Company may take one or more of the following actions at any time:
    - (I) deduct from or withhold part of any amounts payable under the Policy;
    - (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
    - (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,as may be required by the Company to ensure its compliance with the Compliance Obligations.
- (d) Confirmations

I/We confirm and agree that:

  - (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;
  - (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;
  - (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);
  - (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);
  - (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
  - (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;
  - (vii) the Tax Obligations Statement shall form an integral part of this Policy.

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

## PERSONAL INFORMATION COLLECTION STATEMENT FOR JOB APPLICANTS AND EMPLOYEES

### A. Purpose for which the data are collected and used

The purpose for which Heng An Standard Life (Asia) Limited (the "**Company**") collects, uses and maintains data include the following purposes:

1. for a job applicant - to assess the suitability of candidates for a vacancy within the Company, and to negotiate with and make offers of employment to selected applicants.
2. for an employee - for the supervision, management and payment of employment related entitlements, to develop and maintain the employment relationship between the employee and the Company, which include the following purposes:
  - Salary payments
  - Promotion/Transfer/Secondment/Training
  - Appraisal Exercises
  - Succession Planning
  - Provident Fund Scheme
  - Medical Scheme
  - Other Staff Benefits
  - Providing Employee References
  - Internal Announcements/Circulars, e.g. Promotion/Transfer etc.
  - External and Internal Audits
  - Contact due to emergencies
  - All other associated purposes relating thereto.
3. for a former employee - for any residual employment related activities.

The Company will never knowingly or intentionally use, share, sell or rent the data provided to the Company in ways unrelated to the above purposes.

For job applicants, failure to supply data requested will prevent the Company from processing and evaluating employment applications.

For employees, failure to supply data requested will prevent the Company from considering the staff for any of the purposes set out above.

### B. Disclosure and transfer of personal data

The personal data collected may be transferred, within or outside Hong Kong, to any other group companies of the Company, the Company's subsidiary and associate companies or selected third parties; the Company's insurers and bankers; medical practices providing medical cover for employees; administrators or managers of Mandatory Provident Fund Scheme; and other companies engaged in contractual activities on the Company's behalf, and other persons who the Company considers appropriate in connection with the purposes mentioned above.

The Company may disclose the personal data when required by law or court order, or as requested by any government or law enforcement authorities, or in the good faith that disclosure is otherwise necessary or advisable including and without limitation to protect the Company's rights or properties or in circumstances which Company consider to be related to any of the purposes for which the data are collected.

### C. Data retention

The Company retains the personal data of unsuccessful applicants for a period of 6 months unless there is a subsisting reason that obliges the Company to retain the personal data for a longer period. Thereafter, your application, together with all materials you provide, will be confidentially disposed of, unless you have accepted employment with the Company, in which case such personal data will be transferred to your personnel file.

The Company retains personal data of employees for a period of 7 years from the date the employee leaves employment with the Company unless there is a subsisting reason that obliges the Company to retain the personal data for a longer period.

In order to ensure the correct use and to maintain the accuracy of personal data collected, as well as preventing unauthorized or accidental access, processing, erasure or other use of the personal data, the Company has implemented various physical, electronic and managerial measures to safeguard and secure the personal data collected.

### D. How to access or correct your data

You are entitled to access or correct any data relating to you held by the Company. If you wish to obtain a copy of any of your personal data or if you believe that the personal data relating to you which the Company collects and maintains is inaccurate, you may make the relevant data access request in accordance with the Personal Data (Privacy) Ordinance ("**PDPO**"). The request should be sent to People Function.

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