

**MORTGAGE INSURANCE PROGRAMME
 APPLICATION FOR CONSENT TO LET**
**「按揭保險計劃」
 租賃許可申請表**

FOR THE LENDER'S USE 貸款人專用		
Contact Person:	Internal Email:	
Branch Code:	Tel No.:	Fax No.:

To: Hang Seng Bank Limited ("the Lender")
 致: 恒生銀行有限公司 (「貸款人」)

The mortgagor(s) of the Mortgaged Property, together with the Mortgagor's spouse or cohabitant who is a borrower/guarantor under the Loan ("Relevant Person"), should complete this Application Form, with the assistance provided by the Lender. (The term "Lender" herein means the "Insured" under the Master Mortgage Insurance Policy which the Lender has entered into separately with HKMC Insurance Limited (the "HKMCI") and QBE Mortgage Insurance (Asia) Limited ("QBE MI Asia") (HKMCI & QBE MI Asia each and collectively as the "Insurer"), which are both the panel of mortgage insurers for the Mortgage Insurance Programme.)

作為按揭物業的抵押人(等)，須聯同抵押人的配偶或同居伴侶並同時為該貸款的共同借款人/擔保人(「相關人士」)，在貸款人的協助下填寫此申請表。(此申請表所稱貸款人，乃貸款人分別與香港按揭保險有限公司(下稱「按揭保險公司」)及昆士蘭按揭保險(亞洲)有限公司(下稱「昆士蘭按揭保險(亞洲)」)(按揭保險公司及昆士蘭按揭保險(亞洲)統稱為「按揭保險公司」)簽定的《按揭保險綜合保單》中所訂明為「受保人」的一方，按揭保險公司及昆士蘭按揭保險(亞洲)均為按揭保險計劃認受之按揭保險承保人。)

Please complete in ENGLISH BLOCK LETTERS, "√" where appropriate and please return the completed form to any branches.
 請用英文正楷填寫，並在適當方格內加上 "√"，填妥表格後請交回任何一間分行。

MORTGAGE LOAN (Loan) 按揭貸款 (該貸款)		
Loan Account Number: 貸款戶口號碼		
Mortgage Insurance Number: 按揭保險貸款編號		Drawdown Date of the Loan: 提取貸款日期
Mortgaged Property ¹ 按揭物業地址 ¹		
Note 註:		
1. The Mortgagor must have obtained consent from the relevant authority (e.g., Hong Kong Housing Society) before letting out the Mortgaged Property, where applicable (e.g., "Certificate of Participation – Owner" issued by Hong Kong Housing Society under "Letting Scheme for Subsidised Sale Developments with Premium Unpaid"). 抵押人在出租按揭物業前須得到相關機構(例如: 香港房屋協會)的同意書, 如適用(例如由香港房屋協會就「未補價資助出售房屋 – 出租計劃」發出的「參與計劃證明書 – 業主」)。		
MORTGAGOR 抵押人		
Name of Mortgagor: 抵押人的姓名	(1)	
	(2)	
	(3)	
RELEVANT PERSON (i.e. the Mortgagor's spouse or cohabitant who is a borrower/guarantor under the Loan) 相關人士 (即該抵押人的配偶或同居伴侶並同時為該貸款的共同借款人/擔保人)		
Name of Relevant Person of Mortgagor (1) 抵押人 (1) 的相關人士的姓名		(Relevant Person (1)) (相關人士(1))
Name of Relevant Person of Mortgagor (2) 抵押人 (2) 的相關人士的姓名		(Relevant Person (2)) (相關人士(2))
Name of Relevant Person of Mortgagor (3) 抵押人 (3) 的相關人士的姓名		(Relevant Person (3)) (相關人士(3))

APPLICATION AND CONFIRMATION 申請及確認

The Mortgagor hereby applies for a consent to let from the Lender (and approval from the Insurer). For this purpose, the Mortgagor declares and confirms that (Please tick the appropriate box(es)):

抵押人向貸款人(及按揭保險公司申請租賃許可)。抵押人謹此聲明並確認(請在適當方格內填上「」號)：

- The Mortgaged Property is not subject to any tenancy and has been occupied by the Mortgagor as the Mortgagor's primary residence since the later of the Loan Drawdown Date and the date of Assignment of the Mortgaged Property (if applicable).
自提取貸款日期或轉讓契日期起(如適用，以較後者為準)，抵押人從沒有出租按揭物業並一直以按揭物業為抵押人的主要居所。
- Other than the Mortgaged Property, the Mortgagor does not own any residential property(ies) in Hong Kong.
除按揭物業以外，抵押人在香港沒有擁有其他住宅物業。
- In addition to the Mortgaged Property, the Mortgagor own other residential property(ies) in Hong Kong. **(generally not eligible to apply for consent to let)**
除按揭物業以外，抵押人在香港還擁有其他住宅物業。(一般來說，租賃許可申請將不會被接納)

Current status of the Mortgagor and the Loan – the Mortgagor declares and confirms that (Please tick the appropriate box(es)):

抵押人及該貸款的現狀 – 抵押人謹此聲明並確認以下事項(請在適當方格內填上「」號)：

- (a) The Mortgagor's family² is expecting newborn or adopted child³; and
抵押人家²將有新生嬰兒或領養兒童³及
- (b) The Loan is current (i.e. is not delinquent).
沒有逾期還款。
- The Mortgagor has become unemployed⁴.
抵押人失業⁴。
- (a) The Mortgagor has a genuine need to let the Mortgaged Property (*please specify*):
抵押人有確切需要出租按揭物業(請詳述)：

_____ ; and

- (b) The Mortgagor has been residing in the Mortgaged Property for not less than 12 months since the later of the Loan Drawdown Date and the date of Assignment of the Mortgaged Property (if applicable); and
自提取貸款日期或轉讓契日期起(如適用，以較後者為準)抵押人已居於按揭物業不少於12個月；
及
- (c) The Loan is current (i.e. is not delinquent).
沒有逾期還款。

Supporting Documents attached (*please specify*):

附上證明文件(請詳述):

Please provide any additional information relevant to this Application on a separate sheet of paper if necessary.

如有需要，請另頁附上有關本申請的額外資料。

Notes註:

2. Including the Mortgagor and the Mortgagor's spouse or cohabitant.
包括抵押人及抵押人的配偶或同居伴侶。
3. Please provide a medical certificate from a registered medical practitioner indicating the pregnancy term. For child adoption, a proof issued by the Social Welfare Department or an Accredited Body is required.
呈交由註冊醫生簽發的證明書列明懷孕週期。如屬領養兒童申請，須提供由社會福利署或任何一間獲認可機構發出的證明文件。
4. Please provide documentary evidence to prove that the Mortgagor is currently unemployed.
須提供抵押人現在失業的證明。

UNDERTAKING /ACKNOWLEDGEMENT

承諾/確認

I/We, the Mortgagor and Relevant Person hereby:

本人／我們，抵押人及相關人士謹此：

- (a) acknowledge that if the Lender consents to the Mortgagor's letting of the Mortgaged Property with the Insurer's approval, the conditions relating to tenancy as set out in the Annex must be complied with. If any such condition is not complied with, the Insurer is entitled to revoke its approval. Upon such revocation, (i) the tenancy will be or become unauthorised and will not be binding on the Lender or any party deriving interest from the Lender; and (ii) I/we must fulfil the owner occupancy requirement under the MIP in respect of the Mortgaged Property; 確認若貸款人同意（及按揭保險公司批准）抵押人出租按揭物業，必須遵從列於附件的「租賃相關條件」。若未能遵從該等條件，按揭保險公司可取消其批准。於其時，（i）有關租賃將被視為未經授權及不會對貸款人或從貸款人取得利益的任何人士具約束力；及（ii）本人／我們必須遵從按揭保險計劃下按揭物業自住的規定；
- (b) acknowledge that if the Lender consents to the Mortgagor's letting of the Mortgaged Property with the Insurer's approval, the conditions relating to Mortgagor and Relevant Person as set out in the Annex must be complied with. If any such condition is not complied with, the Insurer may arrange for outright termination of the MIP cover, or the Mortgagor will be liable to pay to or reimburse the Lender any additional premium (equivalent to 50% of the original single premium) charged or to be charged by the Insurer. MIP cover will only be extended through payment of the additional premium if the Loan (a) is current; and (b) has not been delinquent for more than 30 days during the 12 months prior to the earlier of (i) the date of the Lender notifies the Insurer of the non-compliance with any such condition; and (ii) the date of the Insurer's identifying the non-compliance with any such condition; 確認若貸款人同意（及按揭保險公司批准）抵押人出租按揭物業，必須遵從列於附件的「抵押人及相關人士條件」。若未能遵從有關條件，按揭保險公司有權終止按揭保險或徵收額外保費（即原本一次性支付保費的50%），抵押人須繳付或（如貸款人已代抵押人繳付）向貸款人補償此額外保費。除了須繳付額外保費外，該貸款必須 (i) 沒有逾期供款 及 (ii) 在貸款人通知按揭保險公司相關條件未能遵從或按揭保險公司知悉相關條件未能遵從日起（以較早者為準）之12個月內沒有多於30天的逾期供款紀錄，否則按揭保險會被終止；
- (c) declare and confirm that the information set out in this Application and any documents submitted by us in relation to the application are true, correct, updated and complete; and 聲明及確認，載於本申請表的及我們呈交的任何有關申請的文件中的資料均屬真實、正確、最新及完整；及
- (d) acknowledge and confirm that the Lender will continue to send all letters to me/us at the Mortgaged Property, unless I/we advise otherwise. 承認及確認貸款人將繼續把所有予本人／我們的信件送至按揭物業（除非本人／我們另有指示）

I/We confirm that I/we have read and understood the enclosed personal information collection statements ("PICS") of the Lender, HKMC Group⁵ and QBE MI Asia⁶, and hereby consent to the Lender's and the applicable Insurer's collecting, obtaining, handling, use, disclosure and transfer of my/our personal data in the manner set out in the respective PICS.

本人／我們確認本人／我們已閱讀及明白貸款人、按揭證券公司集團⁵及昆士蘭按揭保險(亞洲)⁶附上的收集個人資料聲明(「聲明」)的內容，並謹此同意貸款人及適用的按揭保險公司可根據各自聲明所述的方式收集、處理、使用、披露及轉移本人／我們的個人資料。

Notes註:

5. Please visit (https://www.hkmc.com.hk/eng/privacy_policy_statement.html > Personal Information Collection Statement) for the HKMC Group PICS. 有關「按揭證券公司集團的收集個人資料聲明」，請瀏覽網站(https://www.hkmc.com.hk/chi/privacy_policy_statement.html > 收集個人資料聲明)。
6. Please visit (<https://www.qbe.com/mi/privacy-policy> > Personal Information Collection Statement) for the QBE MI Asia PICS. 有關昆士蘭按揭保險(亞洲)的收集個人資料聲明，請瀏覽網站(<https://www.qbe.com/mi/privacy-policy> > Personal Information Collection Statement)

A. Conditions relating to tenancy – all of the following conditions must be complied with:

租賃相關條件 – 以下所有條件必須遵守：

1. Each tenancy must be in writing and specify an aggregate of fixed term and termination notice period up to a maximum of 14 months and should contain no option to renew.
每一租賃安排必須採用書面形式，指明固定租期(即死約)及終止通知期，兩者合計最長為十四個月，並且不包含任何續期選擇。
2. The tenancy agreement must be stamped and provide that:
租賃協議必須加蓋印花並規定：
 - (a) the property must be used solely as a private dwelling and for lawful purpose;
物業必須只用作私人住宅及作合法用途；
 - (b) the tenant cannot assign, sub-let, license, charge or otherwise part with possession of all or part of the property during the term; and
承租人在租賃期內不得轉讓、分租、暫准租用、押記或以其他方式放棄管有全部或部分物業；及
 - (c) the tenant must keep the property in good repair and condition during the tenancy.
承租人必須於租賃期內保持該物業維修妥善和狀況良好。
3. To protect the Lender's security interest in the property, the Mortgagor as the landlord is required to notify the tenant that:
為保障貸款人在物業中的抵押權益，抵押人作為業主需要通知承租人以下事宜：
 - (a) the Mortgagor has mortgaged the property to the Lender;
抵押人(即業主)已將物業抵押給貸款人；
 - (b) as mortgagee the Lender has a power of sale which it can exercise in certain circumstances; and
貸款人作為承按人，在某些情況下能夠行使其售賣物業的權力；及
 - (c) as mortgagee the Lender can take possession of the property under the terms of the mortgage.
貸款人作為承按人可按照按揭的條款接管物業。

B. Conditions relating to Mortgagor and Relevant Person – all of the following conditions must be complied with:

抵押人及相關人士條件 – 以下所有條件必須遵守：

1. The Mortgagor shall primarily reside in Hong Kong.
抵押人必須以香港為主要居住地。
2. The Mortgagor and Relevant Person shall not purchase other residential property in Hong Kong.
抵押人及相關人士不會在香港購入其他住宅物業。
3. The Mortgagor shall immediately notify the Lender and the Insurer if any change in circumstances will result in a breach of any such conditions.
如有任何導致不能履行上述承諾的轉變，抵押人必須立即通知貸款人及按揭保險公司。

Notes for guidance to the Mortgagor:**給抵押人的指引**

If the Mortgagor lets the Mortgaged Property without the Lender's consent, the Mortgagor will be in breach of the terms and conditions of the mortgage. This breach would entitle the Lender to seek repossession of the Mortgaged Property and to sell it.

如抵押人在未獲得貸款人的同意下出租按揭物業，抵押人已違反按揭中的條款及細則，貸款人有權把按揭物業收回並將其出售。

Signed by Mortgagor (1):
抵押人 (1) 簽署:

Signed by Mortgagor (2):
抵押人 (2) 簽署:

Signed by Mortgagor (3):
抵押人 (3) 簽署:

Name:
姓名:
Date:
日期:

Name:
姓名:
Date:
日期:

Name:
姓名:
Date:
日期:

Signed by Relevant Person (1):
相關人士 (1) 簽署:

Signed by Relevant Person (2):
相關人士 (2) 簽署:

Signed by Relevant Person (3):
相關人士 (3) 簽署:

Name:
姓名:
Date:
日期:

Name:
姓名:
Date:
日期:

Name:
姓名:
Date:
日期:

Note *All Mortgagors and Relevant Persons must sign this form.*
註: 所有抵押人及相關人士必須簽署此申請表。

In case of any discrepancies between the English and Chinese versions of this form, the English version shall apply and prevail.

此申請表之英文本與中文文本之文義如有歧異，概以英文本為準。

FOR THE LENDER'S USE

貸款人專用

We declare, confirm and warrant that we have verified diligently to the best of our knowledge and in good faith the truthfulness and authenticity of the information and documents provided by the Mortgagor in relation to this application and hereby apply to the Insurer for approval of our granting of a consent to let to the Mortgagor.

我們聲明、確認和保證，我們就我們所知所信，已經極力認真並真誠地核實由抵押人就本申請所提供的文件及資料之真實性及謹此向按揭保險公司申請批准本行向抵押人發出租賃許可同意書。

All documents are certified true copies of their originals.

所有文件都是經核證為其原件的真實副本。

Remarks (if any):

備註(如有):

Authorised Signature:

授權人簽署:

Name姓名:

Position 職位:

Date日期:

私隱聲明

致各客戶及其他個別人士關於個人資料（私隱）條例（「條例」）的通知

我們致力保護你的私隱

1

收集及儲存

我們收集你的資料的途徑包括

- 經你與我們的互動及使用我們的產品和服務
- 在你瀏覽我們的網站或應用程式時經 cookies 及類似技術 (詳情請查閱「Cookies 政策」)
- 從其他人士及公司 (包括其他滙豐集團旗下公司)

我們也可能透過整合及分析資料衍生有關你的資料。若你不向我們提供資料，我們可能無法提供產品或服務。

我們可能將你的資料儲存於本地或香港以外的地方 (包括雲端)。無論你的資料儲存於何處，均受我們的資料標準及政策約束。我們有責任根據香港法律保護你的資料安全。

2

用途

我們將你的資料用於

- 為你提供產品及服務 (例如銀行金融及/或保險)，包括進行信用檢查和其他日常運作
- 管理我們業務及履行義務，包括行使我們收取債務的法律權利
- 偵測、調查及預防金融罪案
- 核實你的身分
- 經你同意後向你發送直接促銷資料 (詳情請查閱下方第 7 部分)
- 設計我們的產品及分析我們服務的使用狀況
- 改進我們的產品、服務及市場推廣活動
- 確定銀行對你或你對銀行的債務
- 第 6 部分所列的其他目的

3

披露

我們與以下人士披露你的資料

- 其他滙豐集團旗下公司
- 幫助我們向你提供服務或代表我們行事的第三方
- 信貸資料服務機構 (包括信貸資料服務機構使用的中央資料庫經營者) 及在你違約的情況下，向債務催收機構提供你的貸款資料
- 你同意我們與之披露你資料的第三方 (包括經由應用程式介面)
- 第 8 部分所列的其他第三方

我們可能在本地或香港以外的地方披露你的資料。

4

你的權利

查閱及更改

你可要求查閱我們所儲存有關你的資料。我們可能就此向你收取費用。

你也可要求我們

- 改正或更新你的資料
- 說明我們的資料政策及慣例

你可控制自己的市場推廣偏好

你可控制收取市場推廣資料的類型，以及收取方式。

你可隨時透過客戶聯絡中心熱線(852) 2822 0228 聯絡我們對市場推廣偏好作出更改，或透過個人 e-Banking 更新有關偏好。

你可聯絡我們

香港德輔道中 83 號
恒生銀行有限公司
資料保護主任
傳真: (852) 2868 4042

5

資料

我們可能會

- 收集你向我們提供，與我們的產品或服務有關的個人資料
- 收集生物辨識資料，例如你的語音認證、指紋及面部識別資料
- 基於你的流動或其他電子裝置收集你的地域及位置資料
- 從代表你的人士或你透過我們服務與之往來的人士收集資料
- 從公開渠道、信貸資料服務機構、債務催收及防範詐騙機構以及其他資料整合機構收集資料
- 收集你使用我們的產品或服務時所衍生的其他資料

6

其他用途

我們將你的資料進一步用於

- 編製及維持銀行的信貸評分模式並確保你的信用良好
- 遵守法律、法則、合同安排及要求 (包括我們的內部政策)或包括香港或其以外的地區或國家的要求，這些監管規定或要求可能是我們或匯豐集團必須遵從或選擇自願遵從的
- 於第三方網站上為你提供個人化廣告 (這可能涉及我們將你與他人的資料進行整合)
- 讓我們的受讓人能對擬進行的轉讓交易作出評核
- 與上述 (列於第 2 部分及第 6 部分) 有關或你同意的其他用途

如你提供他人的資料

如你向我們提供有關其他人士的資料，你應按本通知所述，告知該人士我們將如何收集、使用和披露其資料，並最好先取得其同意。

7

直接促銷

指我們使用你的資料向你發送我們或我們的合作品牌、獎賞或忠誠計劃合作夥伴或慈善機構提供的金融、保險或相關產品、服務和優惠詳情。

向你進行市場推廣時，我們可能會使用你的資料，例如你的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、位置資料、財務背景、人口統計資料、流動裝置識別碼及你使用我們的網站與應用程式的相關資料。

8

進一步披露

我們進一步與以下人士披露你的資料

- 本地或海外法律、監管、執法、政府和稅務等機構或權力機關，以及執法機構與金融業界之間的任何合作協議
- 與你持有聯名戶口的任何人士、可代表你作出指示的人士以及為你的貸款提供 (或可能提供)擔保的任何人士
- 銀行、證券及其他金融交易的交易對手
- 任何第三方財務機構、承保人、信用卡公司、證券及投資服務供應商以及我們可能轉讓業務或資產的任何第三方以便其評估我們的業務
- 獎賞、合作品牌或優惠計劃的合作夥伴及供應商、慈善或非牟利機構
- 支票的付款銀行
- 商戶及商戶的收單財務機構
- 我們的實質或擬轉讓人

9

信貸資料

若你申請、擁有或曾有貸款 (包括房屋貸款)

我們會對你進行信用檢查，這可能涉及我們向信貸資料服務機構 (包括信貸資料服務機構使用的任何中央資料庫經營者)，及在你違約的情況下，向債務催收機構提供你的貸款資料。信貸資料服務機構會將此類資料添加到其資料庫及其使用的任何中央資料庫，可供其他信貸提供者查閱，幫助評估是否向你提供信貸。你可查詢我們定期向信貸資料服務機構披露甚麼資料，並於有需要時向其提出進一步查閱及更改資料的要求。

信貸資料服務機構將保存你的資料。你可在全數清還貸款後，指示我們要求信貸資料服務機構刪除有關資料。信貸資料服務機構只會在下列情況下刪除你的資料：

- 你並無在全數清還貸款日之前的 5 年內，有任何逾期 60 日或以上的之欠賬。如有，信貸資料服務機構會從欠賬全數還清日起計，將你的資料保留 5 年；
- 你未曾宣告破產並撇銷名下的貸款金額。如有，信貸資料服務機構將於你解除破產之日起計 5 年屆滿後 (你須在解除時通知信貸資料服務機構)，或你全數還清欠賬之日起計 5 年屆滿後，刪除你的相關紀錄。

本通知於我們儲存你的資料期間適用。我們也會每年向你提供此通知的最新版本。中文本與英文本如有歧義，概以英文本為準。

PRIVACY NOTICE

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

Your privacy, Our priority.

1

COLLECTION AND STORAGE

We collect your data

- through your interaction with us and our products and services
- through the use of cookies and similar technology when you access our website or apps (see our "Cookies Policy" for details)
- from other people and companies, including other HSBC group companies.

We may also generate data about you by combining and analysing data. If you don't give us data, we may not be able to provide products or services to you.

We may store your data locally or outside Hong Kong, including in the cloud. We apply our global data protection standards and policies wherever your data is stored. We're responsible for keeping your data safe in compliance with Hong Kong law.

2

PURPOSE

We use your data

- to provide products and services (e.g. banking financial and/or insurance) to you, conducting credit checks and other daily operations
- to manage our business and enforce obligations, including exercising our legal rights to collect debt
- to detect, investigate and prevent financial crimes
- to verify your identity
- to send you marketing information if you've consented to it (see section 7 below for details)
- to design our products and analyse how people use our services
- to improve our products, services and marketing
- to determine the amount of debt owed to or by people
- for the other purposes set out in section 6 below.

3

SHARE

We share your data with

- other HSBC group companies
- third parties who help us provide services to you or act for us
- credit reference agencies (including the operator of any centralised database they use), and, in case of default, debt collection agencies
- third parties whom you've consented to share data with (including using application programming interfaces)
- other third parties as set out in section 8 below.

We may share your data locally or outside Hong Kong.

4

YOUR RIGHTS

Access and correction

You can request access to the data we store about you. We may charge a fee for this.

You can also ask us to

- correct or update your data
- explain our data policies and practices.

Your control on marketing preferences

You control what marketing information you receive from us and how you receive them.

You can change marketing preference any time by contacting us via contact center hotline (852) 2822 0228 or updating your preferences on internet banking.

You can contact us

Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central, Hong Kong
Fax: (852) 2868 4042

5

DATA

We may collect

- personal information you provide to us in connection with our products or services
- biometric data such as your voice ID, thumb print and facial recognition data
- your geographic and location data based on your mobile or other electronic device
- data from people who act for you or who you deal with through our services
- data from public sources, credit reference, debt collection and fraud prevention agencies, and other aggregators
- other data generated when you use our products or services.

6

OTHER PURPOSES

We further use your data

- to create and maintain our credit scoring models and ensure your credit worthiness
- to comply with laws, regulations, contractual arrangements, requirements (including our internal policies), or requests in or outside Hong Kong that we or the HSBC Group are under (our compliance could be mandatory or voluntary)
- to provide you with personalised advertisements on third party websites (this may involve the combination of your data with others)
- to enable our assignee to evaluate a transaction intended to be assigned
- for other purposes relating to the above (in section 2 and section 6) or to which you have consented.

If you provide data about others

If you provide data to us about another person, you should tell that person how we will collect, use and share their data as explained in this notice and it is best to seek his/her consent.

7

DIRECT MARKETING

Means using your data to send you details about financial, insurance, rewards or, loyalty programmes or related products, services and offers provided by us or our co-branding, rewards or loyalty programme partners or charities.

We may use data such as your name, contact details, products and services portfolio information, transaction patterns and behaviour, location data, financial background, demographics, mobile device ID, and data relating to your usage of our websites and apps when we market to you.

8

FURTHER SHARING

We further share your data with

- local or overseas legal, regulatory, law enforcement, government, tax and other bodies or authorities, and any partnerships between law enforcement and the financial sector
- any person who you hold a joint account with, people who can provide instructions for you and anyone who is providing (or may provide) security for your loans
- counterparties to banking, securities and other financial transactions
- any third party financial institutions, insurers, credit card companies, securities and investment services providers and any other third party who we may transfer our business or assets to so it can evaluate our business
- partners and providers of reward, co-branding or loyalty programmes, charities or non-profit organisations
- drawee banks of cheques
- merchants and card acquirers of merchants
- our actual or proposed assignees.

9

CREDIT INFORMATION

If you apply for, have, or have had, a loan including a mortgage

We'll perform credit checks on you which may involve us providing your loan data to credit reference agencies (CRAs) (including the operator of any centralised database used by CRAs), and in the event of default, to debt collection agencies. The CRAs will add this data to their database and any centralised database used by them, which is available to other credit providers to help them assess whether to provide you with credit. You can ask us what data is routinely disclosed to CRAs, and make further data access and correction requests to them if needed.

The CRAs will keep your data. You can request that we ask the CRAs to delete it once you've fully repaid your loan. They will only do this if:

- none of your payments were more than 60 days overdue in the 5 years before you fully repaid your loan. If they were, the CRAs will keep your data for 5 years from the date you fully paid that missed payment;
- you're not declared bankrupt with an amount under your loan being written off. If you are, the CRAs will delete that record after 5 years from the date you're discharged from bankruptcy (you must tell them when this happens) or 5 years from the date you fully repay the overdue loan amount.

This notice will apply for as long as we store your data. We'll normally send you the latest version once a year. In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.

Personal Information Collection Statement

1. Nothing in this Statement shall limit the rights of data subjects under the Personal Data (Privacy) Ordinance.
2. The supply of personal data is voluntary except for the personal data specified in the relevant data collection form as obligatory. Failure to supply such obligatory data will prevent us from fulfilling the purposes described below.

PURPOSES

3. The purposes for which personal data of a data subject may be used will vary depending on the circumstances and context of its collection, but the purposes perceived by us will include the following:
 - (a) administering, maintaining and operating our products/services/events relating to our financing, loans and loans acquisition, retirement planning, insurance and credit support businesses (**Services**);
 - (b) processing and evaluating any applications, requests, enquiries or complaints involving the data subject relating to our Services;
 - (c) providing subsequent or ongoing services in relation to our Services involving the data subject, including but not limited to providing information, administering the policies or guarantees issued or the loans or credit supports granted;
 - (d) any purposes in connection with any claim or requests made by or against or otherwise involving the data subject in respect of our Services, including the related verification and investigation work;
 - (e) detecting, investigating and preventing fraud, crime, wrongdoing or irregularity;
 - (f) facilitating design of products/services/events of any members of the HKMC Group;
 - (g) conducting research and maintaining databases for marketing, statistical, actuarial, product development or other purposes;
 - (h) matching any personal data held which relates to the data subject from time to time for any of the purposes listed herein and verifying data or information provided by any third party;
 - (i) creating and maintaining data subject profile and segregation and business model and performing risk management;
 - (j) evaluating any future application by or involving the data subject in relation to our Services;
 - (k) registering data subjects and administering the provision of Services through telecommunications or online channels, or mobile applications;
 - (l) conducting underwriting, identity and credit checks and debt collection;
 - (m) offering, providing and marketing to the data subject the Services of the Company, other members of the HKMC Group or our business partners (see “Use and Provision of Personal Data in Direct Marketing” section below)
 - (n) carrying out business co-operation with the data subject (including referral or other modes of co-operation);
 - (o) sending to the data subject newsletters and printed materials about educational, recreational or other events of any member of the HKMC Group;
 - (p) providing benefit to the data subject for relationship management purposes;
 - (q) making disclosures as required by any applicable law, rules, regulations, codes of practice or guidelines or for assisting law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
 - (r) complying with the laws, regulatory requirements and any other rules, guidelines or orders of any applicable jurisdiction which we are expected to or would normally comply with;
 - (s) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing personal data and information within the HKMC Group and/or any other use of personal data and information for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful or prohibited activities or conduct;

- (t) enabling an actual or potential assignee of us, or participant or sub-participant of our rights in respect of a data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
- (u) purposes directly relating to any of the above.

TRANSFEREES

4. Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to the following parties (within or outside Hong Kong) for the purposes outlined in paragraph 3 above:
- (a) any member of the HKMC Group;
 - (b) any broker, referrer or introducer of the data subject in Hong Kong or elsewhere;
 - (c) any co-applicant or co-borrower, and any person proposing to provide or providing any financial or credit support in relation to a data subject's obligations in connection with our Services.
 - (d) any business partner which has participated in programmes operated by any member of the HKMC Group in relation to our Services;
 - (e) any person in connection with any claims made by or against or otherwise involving the data subject in respect of any Services provided by the Company or any member of the HKMC Group;
 - (f) any agent, contractor or third party, which provides administrative, audit, data-processing, document management, technology, telecommunication, storage, payment or other services (including direct marketing services) to any member of the HKMC Group in Hong Kong or elsewhere under a duty of confidentiality to the same;
 - (g) where applicable, any insurer or reinsurer (including any re-insurers of such reinsurer) of, or any entity providing financial support in relation to our Services;
 - (h) any valuer, medical service provider or an provider of products or services which is, or will be paid by funds drawn from the Services;
 - (i) credit reference agencies or, in the event of default, debt collection agencies;
 - (j) any agent, auditor, accountant, tax adviser, lawyer, consultant or other professional adviser;
 - (k) any court, tribunal or administrative, governmental or regulatory body or enforcement agency in Hong Kong or elsewhere (including local or foreign tax authorities); and
 - (l) any actual or potential assignee, transferee, participant or sub-participant of our rights or business.

USE AND PROVISION OF PERSONAL DATA IN DIRECT MARKETING

5. We intend to:
- (a) use the names, contact details, Services portfolio information, transaction pattern and behaviour, financial, employment or other background and demographic data of a data subject held by us from time to time for direct marketing and we cannot use such data unless we have received the data subject's consent or indication of no objection; and
 - (b) conduct direct marketing in relation to the following classes of products/services/events:
 - (i) insurance, financial services, retirement planning and related products/services/events; and
 - (ii) reward, loyalty, co-branding or privilege programmes, and related products/services/events.
6. The above products/services/events may be provided or solicited by us and/or:
- (a) any member of the HKMC Group;
 - (b) third-party financial institutions and insurers; and
 - (c) third-party reward, loyalty, co-branding or privilege programme providers or operators.

7. In addition to marketing the above products/services/events, we may provide a data subject's information described in paragraph 5(a) to all or any of the persons described in paragraph 6 above for use by them in marketing those products/services/events, and we require the data subject's written consent (which includes an indication of no objection) for that purpose.

If a data subject does not wish us to use or provide to other persons his/her personal data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying us.

RIGHTS OF ACCESS AND CORRECTION

8. A data subject may request access to or correction of his/her personal data by making a request in writing to our Data Protection Officer at 19/F, Two Harbour Square, No. 180 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong.
9. We may charge a fee which is not excessive for processing any data access request.

In this Statement, unless the context does not permit or otherwise requires,

Company, we, our and **us** mean the company named in the document collecting the relevant data (which is a member of the HKMC Group) and its successors and assigns;

data subject, in relation to personal data, means the individual who is the subject of the personal data; and

HKMC Group means The Hong Kong Mortgage Corporation Limited, its subsidiaries and subsidiary undertakings.

Notes

- (a) This Statement may from time to time be revised or updated by us.
- (b) By using or continuing to use or participate any of our products/services/events, providing information about the data subject himself/herself, or providing services to or entering into commercial or other contractual arrangements with us, a data subject is deemed to have accepted and agreed to the arrangements set out in and to be bound by the provisions herein.

Issued by the Company

收集個人資料聲明

1. 本聲明不會限制資料當事人在《個人資料（私隱）條例》下所享有的權利。
2. 除非有關資料收集表格中注明為必要的個人資料，否則提供個人資料屬自願性質。如該注明為必要的個人資料未獲提供，將導致我們無法完成如下所述的目的。

目的

3. 使用資料當事人個人資料的目的將取決於資料收集的情況和背景，但我們認為的目的將包括下列所述：
 - (a) 管理、維持及營運我們與融資、貸款及收購貸款、退休規劃、保險及信貸支援業務相關的產品/服務/活動（「業務」）；
 - (b) 處理及評估任何涉及資料當事人的與我們業務相關的申請、要求、查詢或投訴；
 - (c) 提供涉及資料當事人的與我們業務相關的後續或持續的服務，包括但不限於提供資料、管理已發出的保單或擔保或已提供的貸款或信貸支援；
 - (d) 任何有關我們的業務的索賠或請求的目的，包括相關的核實及調查工作，而無論該索賠或請求是資料當事人提出的、或針對資料當事人的、或涉及資料當事人的；
 - (e) 偵查、調查及防止欺詐、罪行、不當行為或違規情況；
 - (f) 協助按揭證券公司集團的任何成員設計其產品/服務/活動；
 - (g) 為市場推廣、統計、精算、產品研發或其他目的進行調研及維持資料庫；
 - (h) 就本聲明所列任何目的，不時對所持有的與資料當事人有關的個人資料進行核對及核實第三方提供的資料和資訊；
 - (i) 評估任何來自或涉及資料當事人的與我們業務相關的日後的申請；
 - (j) 建立及維持資料當事人檔案及分類及業務營運模式，以及進行風險管理；
 - (k) 登記資料當事人及管理透過電訊或網上平台或流動應用程式而提供的業務；
 - (l) 進行核保、身份及信貸審查及債務追收；
 - (m) 向資料當事人提議、提供及促銷本公司、按揭證券公司集團的其他成員或我們的商業夥伴的業務（詳見以下「直接促銷中個人資料的使用及提供」部分）；
 - (n) 進行與資料當事人的商業合作（包括轉介或其他形式的合作）；
 - (o) 向資料當事人發送關於按揭證券公司集團任何成員的關於教育、消閒或其他活動的通訊及印刷品；
 - (p) 向資料當事人提供優惠以作客戶關係管理用途；
 - (q) 依照任何適用的法律、規則、規例、實務守則或指引的要求進行披露，或以此協助香港或其他地區的警方或其他政府或監管機構執法及調查；
 - (r) 遵守我們預期或一般須遵從的任何適用的司法管轄區的法律、監管要求及任何其他規則、指引或指令；

- (s) 遵守為符合制裁或防止或偵測清洗黑錢、恐怖分子融資活動或其他非法或禁止的活動或行為而制訂的按揭證券公司集團內共用個人資料和資訊及/或其他個人資料和資訊使用而指定的任何責任、要求、政策、程序、措施或安排；
- (t) 供我們的實際或潛在承讓人，或就我們對資料當事人享有權利的參與人或從屬參與人衡量有關轉讓、參與或從屬參與所涉交易；及
- (u) 與上述任何目的直接有關的目的。

資料承轉人

4. 個人資料會予以保密，但取決於所適用的法律，我們可能就以上第 3 段所列的目的將其提供給以下各方（不論在香港境內或境外）：
- (a) 按揭證券公司集團的任何成員；
 - (b) 資料當事人在香港或其他地區的任何經紀人、推薦人或介紹人；
 - (c) 任何聯名申請人或聯名借款人，及為資料當事人就我們的業務所承擔的責任擬提供或正在提供財務或信貸支援的人士；
 - (d) 任何參與按揭證券公司集團成員營運的有關我們業務的計劃的商業夥伴；
 - (e) 與任何有關本公司或按揭證券公司集團的任何成員提供的業務的索賠有關的任何人士，不論該索賠是資料當事人提出的、或針對資料當事人的、或涉及資料當事人的；
 - (f) 在香港或其他地區對按揭證券公司集團的任何成員有保密責任，並為其提供行政、審計、資料處理、文件管理、科技、通訊、存儲、支付或其他服務（包括直接促銷服務）的任何代理人、承辦商或第三方；
 - (g) 如適用，與我們的業務相關的任何承保人或再保險人（包括該再保險人的任何再保險人）或就我們的業務提供財務支援的任何實體；
 - (h) 任何由或將由業務獲取的資金來支付的估價方、醫療服務提供方或產品或服務的提供方；
 - (i) 信貸資料服務機構，或在涉及違約時，債務追收代理；
 - (j) 任何代理人、核數師、會計師、稅務顧問、律師、顧問或其他專業顧問；
 - (k) 香港或其他地區的任何法院、裁判院或行政、政府或監管機構，或執法機關（包括本地或外地的稅務機關）；及
 - (l) 任何實際或潛在承讓人、受讓人、我們的權利或業務的參與人或從屬參與人。

直接促銷中個人資料的使用及提供

5. 我們擬：
- (a) 將我們持有的資料當事人的姓名、聯絡資料、業務組合資料、交易模式及行為、財務、就業或其他背景及人口統計數據不時用於直接促銷，而除非獲得資料當事人的同意或表示不反對，否則我們不能使用該等資料；及
 - (b) 對以下類別的產品/服務/活動進行直接促銷：
 - (i) 保險、金融服務、退休規劃及相關產品/服務/活動；及

(ii) 獎賞、會員、聯名商品或禮遇計劃，及相關產品/服務/活動。

6. 以上產品/服務/活動可能由我們及/或下列人士提供或推薦：

- (a) 按揭證券公司集團的任何成員；
- (b) 第三方金融機構及承保人；及
- (c) 第三方獎賞、會員、聯名商品或禮遇計劃的供應商或營運商。

7. 除促銷上述產品/服務/活動外，我們亦可能將以上第 5(a)段所列的資料當事人的資訊提供予以上第 6 段所列的全部或任何人士，以供該等人士在促銷該等產品/服務/活動中使用，而我們為此用途須獲得資料當事人書面同意（包括表示不反對）。

如資料當事人不希望我們如上述使用其個人資料或將其個人資料提供予其他人士作直接促銷用途，資料當事人可通知我們行使其選擇權拒絕促銷。

查閱及改正資料的權利

8. 資料當事人可以書面形式向我們的個人資料保障主任提出查閱或改正其個人資料的要求，其通訊地址為：香港九龍觀塘偉業街 180 號 Two Harbour Square 19 樓。

9. 我們可就處理任何查閱資料的要求收取不超乎適度的費用。

本聲明中，除非文義不許可或另有所指，

「本公司」、「我們」及「我們的」指收取相關個人資料的文件中所述的公司（其為按揭證券公司集團成員）及其繼承人及承讓人；

「資料當事人」就個人資料而言，指屬該個人資料的當事人的個人；及

「按揭證券公司集團」指香港按揭證券有限公司、其附屬公司及附屬企業。

注意

(a) 本聲明可由我們不時修改或更新。

(b) 資料當事人使用或繼續使用或參加任何我們的產品/服務/活動、提供其本人資料、或向我們提供服務或與我們簽訂商業或其他合同安排時，資料當事人被視為已經接受及同意本聲明所陳述的安排及受相關條款約束。

由本公司刊發

Personal Information Collection Statement ("PICS")

In relation to the personal data collected by QBE General Insurance (Hong Kong) Limited and/ or QBE Mortgage Insurance (Asia) Limited ("QBE HK"), I/we agree and acknowledge that:

- a) the personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.
 - b) the personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at qbe.com/hk or qbe.com/mi. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes)
 - c) QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:
 - i. third parties providing services related to the administration of my/our policy (including reinsurance);
 - ii. financial institutions for the purpose of processing this application and obtaining policy payments;
 - iii. in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
 - iv. another member of the QBE group (for all of the purposes stated in (b)) in any country; or
 - v. other parties referred to in QBE's Privacy Policy for the purposes stated therein
 - d) I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:
 - QBE General Insurance (Hong Kong) Limited -
Address: 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong
Email: info.gihk@qbe.com
 - QBE Mortgage Insurance (Asia) Limited
Address: 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong
Email: asia@qbe.com
 - e) That where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b) and (c) above.
 - f) That in the event of differences between the English and Chinese, the English version shall prevail.
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個人資料收集聲明

關於昆士蘭保險（香港）有限公司和/或昆士蘭按揭保險（亞洲）有限公司（「昆士蘭保險香港」）收集之個人資料，本人 / 我等同意並承認：

- a) 索取之個人資料對於昆士蘭保險香港處理本人 / 我等之保險或索償申請乃屬於必需。若未提供此類資料，可能導致無法處理此項申請或索償。
- b) 昆士蘭保險香港可以將此表格所收集的個人資料用於其網頁 qbe.com/hk 或 qbe.com/mi 所載私隱政策當中表明之目的，其中包括承保和管理本人 / 我等正在申請之保險（包括獲得再保險、承保續期、理賠、調查、付款、代位索償以及各種相關目的）。
- c) 昆士蘭保險香港可為以上 (b) 項指明之目的，將個人資料轉交以下無論是在香港還是在海外之各類人士：
 - i. 提供與本人 / 我等的保險（包括再保險）之管理有關的服務的第三方；
 - ii. 為處理此項申請並獲得保單付款，將個人資料轉交金融機構；
 - iii. 在發生索償時，將個人資料轉交有關的損失理算師、評估師、第三方管理人員、緊急服務提供者、法律服務提供者、零售商、醫療服務提供者和旅行社；
 - iv. 昆士蘭保險集團不論位於任何國家或地區的另一成員（為以上 (b) 項所述各種目的而提供該個人資料）；
 - v. 為昆士蘭保險私隱政策所指的各種目的，將個人資料提供予該私隱政策提及的其他人士。
- d) 本人 / 我等可以查閱或要求更正自己的個人資料（在這兩種情況下均需支付一筆合理費用）。提出有關要求，可經電郵或郵遞方式向以下地址發信：
 - 昆士蘭保險（香港）有限公司 -
地址：香港鰂魚涌英皇道 979 號太古坊濠豐大廈 33 樓
電郵：info.gihk@qbe.com
 - 昆士蘭按揭保險（亞洲）有限公司
地址：香港鰂魚涌英皇道 979 號太古坊濠豐大廈 33 樓
電郵：asia@qbe.com
- e) 若本人 / 我等乃代表另一人士向昆士蘭保險香港提供個人資料，本人 / 我等已徵得該人士表示同意根據以上 (a)、(b)、(c) 款將其個人資料發放給昆士蘭保險香港。
- f) 若本文件之中、英文版之間意義有分歧，應以英文版本為準。