

## Hang Seng Unsecured Overdraft Facility

**Hang Seng Unsecured Overdraft Facility offers you standby cash for added financial flexibility. Apply for Unsecured Overdraft Facility and you can enjoy the following upon approval:**

### Annual Fee Waiver<sup>(1)</sup> and No Cash Advance Fee Required

You can enjoy annual fee waiver<sup>(1)</sup>. You can also withdraw cash anytime by cheque, account transfer or via ATM – no Cash Advance fee is payable.

### Avoid Return Cheque Charges

With sufficient standby cash in your Unsecured Overdraft account, no return cheque charges will be imposed even when there are insufficient funds in your current/cheque account.

### High Unsecured Overdraft Limit on Revolving Basis

Unsecured overdraft limit can be up to HK\$800,000 or 8 times your monthly salary<sup>(2)</sup> (whichever is lower). The credit line is on a revolving basis and there is no payment deadline. Minimum monthly repayment is just 3% of the outstanding balance or HK\$100 (whichever is higher).

### Saving Interest Expenses

Interest will be charged only on the outstanding amount on a daily basis and no interest will be charged on the unused Overdraft limit, which caters for your short term financial flexibility. Preferential interest rates will be offered to higher Overdraft limits and the interest rate per annum can be as low as Prime Rate + 4%.

### Table of Unsecured Overdraft Limit, Interest Rates and Fees

Customer Type	Unsecured Overdraft Limit (HK\$)	Interest Rate (per annum)	Annual Fee
Signature Banking Customers / Prestige Banking Customers	5,000 - 199,999	Prime Rate + 5%	<b>Perpetually waived</b>
	200,000 - 800,000	Prime Rate + 4%	
Preferred Banking Customers / Professionals / Privileged Customers <sup>(3)</sup>	5,000 - 199,999	Prime Rate + 5%	<b>Waived for the first year<sup>(1)</sup>,</b> 0.5% of the overdraft limit thereafter (minimum HK\$200, maximum HK\$800)
	200,000 - 800,000	Prime Rate + 4%	
General Customers	5,000 - 199,999	Prime Rate + 7%	<b>Waived for the first year<sup>(1)</sup>,</b> 1% of the overdraft limit thereafter (minimum HK\$200, maximum HK\$800)
	200,000 - 800,000	Prime Rate + 6%	





If customers' applications cannot meet our Unsecured Overdraft Facility approval requirements, the applications will still be processed on a case-by-case basis, but the rate offered may be adjusted. Customer will be notified of the relevant adjusted rate upon Unsecured Overdraft Facility approval.

## Easy Eligibility:

- Hong Kong resident aged 18 or above, and
- Account holder of our Integrated Account, and
- Fulfill any of the following monthly income requirements:

<b>Professionals <sup>(3)</sup></b>	<ul style="list-style-type: none"> <li>• Holders of a professional certificate issued by a professional body</li> <li>• Senior civil servants with Master Pay Scale Point on 34 or above or equivalent</li> </ul>
<b>Other Customers</b>	Monthly salary of HK\$5,000 or above

## Apply now!

-  **Hang Seng Personal Banking Mobile App**
-  **[hangseng.com/loan](https://hangseng.com/loan)**
-  **24-hour Application Hotline 2812 8000**
-  Complete and return your application form by mail/hand to any Hang Seng Bank branch

- (1) The promotion period commences on 1 July 2021 and expires on 31 December 2021, both dates inclusive (the "Promotion Period"). The offers are available to customers who successfully apply for Unsecured Overdraft Facility within the Promotion Period. Signature Banking Customers/Prestige Banking Customers can enjoy perpetual annual fee waiver for the Unsecured Overdraft Facility, while other Integrated Account customers can enjoy first-year annual fee waiver. The first-year annual fee waiver of the Unsecured Overdraft Facility, which ranges from 0.5% to 1% of the overdraft limit, is subject to a minimum of HK\$200 and a maximum of HK\$800. The second year's annual fee of the Unsecured Overdraft Facility will be charged on the first anniversary of the effective date of the Unsecured Overdraft Facility.
- (2) The final approved Unsecured Overdraft limit is subject to change in accordance with the circumstances of individual cases.
- (3) Professionals include: (i) customers with a professional certificate issued by a professional body, including but not limited to doctors, accountants, lawyers, architects, surveyors, engineers and pilots (ii) senior civil servants with Master Pay Scale Point of 34 or above or equivalent. Hang Seng Bank Limited ("Hang Seng") reserves the right of final interpretation to the definition of "Professionals". Privileged customers include Hang Seng Payroll account customers and Hang Seng Mortgage customer. For details, please contact our staff.
- (4) No person other than the customer and Hang Seng (which includes its successors and assigns) will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.
- (5) These terms and conditions are subject to prevailing regulatory requirements.
- (6) These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- (7) Hang Seng reserves the right to terminate or vary the offers and to amend the relevant terms and conditions from time to time. In case of dispute, the decision of Hang Seng shall be final.
- (8) In the event of any discrepancy or inconsistency between the English version and the Chinese version of these terms and conditions, the English version shall apply and prevail.

### Remarks:

- Prime Rate refers to the Hong Kong Dollar Prime Lending Rate as quoted by Hang Seng from time to time.
- Interest will be calculated on the basis of actual number of days elapsed and a 365 / 366-day year.
- The late charge is HK\$100.
- For details of the service provisions, charges and annual fees of the relevant Integrated Account, please refer to respective leaflets of the corresponding products.
- The salary scheme of our representatives (included basic salary and incentive) is based on their performance of various aspects and not only the sales target achieved.

To borrow or not to borrow? Borrow only if you can repay!

# Hang Seng Unsecured Overdraft Facility Application Form



To: Hang Seng Bank Limited ("Hang Seng")

Please complete this form in English BLOCK letters & "✓" where appropriate. Unless otherwise specified, all fields must be completed. Please complete and return this application form with copies of the following documents by mail to P.O. Box 74147 Kowloon Central Post Office Hong Kong or by hand to any Hang Seng branches.

• **HKID Card** • **Income proof**: For regular income earners, please enclose the Bank account monthly statement / passbook showing your latest 1 month's salary (if you have maintained a payroll account with Hang Seng for the past 1 month, no income proof is required); as for irregular income earners, please enclose the Bank account monthly statement / passbook showing your latest 2 month's salary.) • **Current residential address proof**, e.g. utility bills, bank statement • **For Professionals (e.g. doctor, lawyer etc)**, please enclose professional certificate(s) issued by professional bodies

Note: Applicant must be a Hong Kong resident aged 18 or above in full-time employment and minimum monthly income is HK\$5,000. Hang Seng reserves the right to request additional income proof if required. All documents including the enclosed application form supplied are not returnable.

## Unsecured Overdraft Facility Information

Unsecured Overdraft Limit applied for: HK\$ \_\_\_\_\_

The minimum unsecured overdraft limit is HK\$5,000. I will accept this unsecured overdraft limit approved by Hang Seng even if it is lower than the limit I applied for.

### Integrated Account Information

If you hold a Current Account of Integrated Account, please fill in the account number. (Hang Seng Unsecured Overdraft Facility is only applicable to personal account holder of the above mentioned Integrated Account.)

\_\_\_\_\_ - \_\_\_\_\_ - **001**

## Applicant Information

### (1) Personal Information

English Name as printed on HKID Card  Mr  Miss  Mrs  Ms Name in Chinese  
Surname Given Name

HKID Card No. ( ) Date of Birth Day Month Year Nationality

Education Level  University or Above  Post-Secondary  Secondary Completed  Others No. of Dependants

Mobile Tel. No. Residential Tel. No.

Residential Status  Owned Property (Without Mortgaged)  Mortgaged  Rented Year(s) of Residence at Present Address  
 Live with Parents  Quarters  Others, Please Specify \_\_\_\_\_ Y M

Residential Address Flat/Room Floor Block Building/Estate \_\_\_\_\_  
(in English BLOCK letters)

Street No. and Name \_\_\_\_\_ District Area \_\_\_\_\_  HK  KLN  NT  Outlying Islands

Loan Purpose:  Family  Travel  Education  Standby  Others If your residential address above is not the same as your permanent address, please provide permanent address proof and telephone number \_\_\_\_\_

Email Address (Optional, Maximum 35 characters) \_\_\_\_\_

### (2) Occupation

Name of Employer Office Tel. No.

Office Address Flat/Room Floor Block Building \_\_\_\_\_  
Street No. and Name \_\_\_\_\_ District Area \_\_\_\_\_  HK  KLN  NT  Outlying Islands

Nature of Business Position Year(s) of Service with Present Employer

Monthly Income HK\$ Total income (include bonus and other income, please specify) HK\$

Correspondence Address  Office Address  Residential Address (Overseas address and P.O. Box are not acceptable)

### (3) Customer Category

- Professionals  
Applicants must fulfil any of the following criteria:  
• With professional certificate(s) issued by professional body **OR** • Senior Civil Servant on Master Pay Scale Point 34 or above or its equivalent
- Other customers  
• With monthly income of HK\$5,000 or above

### (4) Other Information

Do you possess any secured loans (including mortgage and/or overdraft)?  No  Yes Monthly repayment you are responsible for (HK\$): \_\_\_\_\_

Do you possess any unsecured loans offered by other financial institutions (except banks)?  No  Yes Monthly repayment you are responsible for (HK\$): \_\_\_\_\_

Do you possess any unsecured loans under application but not yet approved (excluding this application)?  No  Yes Monthly repayment you are responsible for (HK\$): \_\_\_\_\_

(Please visit the next page to complete this application form)

## (5) Relationship Declaration

Are you a relative\* of any of the directors/employees\*/controllers\*/minority shareholder controllers\* of Hang Seng, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. the Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng is able to exert control?

- No, and I agree to notify Hang Seng promptly in writing if this information is no longer true and correct.  
 Yes (please state his/her full name):

Full name in English \_\_\_\_\_ Relationship \_\_\_\_\_

Are you a director/employee\*/controller\*/minority shareholder controller\* of Hang Seng, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. the Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng is able to exert control?

- No, and I agree to notify Hang Seng promptly in writing if this information is no longer true and correct.  
 Yes (please state your staff number) Staff number: \_\_\_\_\_

I confirm that I have obtained consent from the individuals listed above for the provision of their information to Hang Seng, its branches, subsidiaries and affiliates for the purpose of enabling Hang Seng and its affiliates to comply with the Banking (Exposure Limits) Rules.

I hereby authorise (and authorise on behalf of the above persons) Hang Seng to exchange with Hang Seng's branches, subsidiaries and affiliates information relating to me/the above persons and the facilities granted to me/the above persons for the purpose of enabling Hang Seng and its affiliates to comply with the Banking (Exposure Limits) Rules.

**\*Remark:** You may request from Hang Seng the definitions of these terms and a list of the above mentioned entities.

## Declaration

**• I hereby apply for the Unsecured Overdraft Facility particularised above. I agree and acknowledge that the Unsecured Overdraft Facility is provided subject to the Integrated Account Terms and Conditions (as the case may be) which I have read and understood and agreed to be bound by them as they may be amended from time to time.** • I undertake to advise Hang Seng if I am currently (or was during the last 12 months) a director, chief executive or substantial shareholders of Hang Seng or its subsidiaries (Note); or I am a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this clause. Hang Seng requires the information to comply with the Listing Rules. ((Note): "subsidiary" has the same meaning as in the Companies Ordinance (Cap.622 of the Laws of Hong Kong) as amended and supplemented from time to time.) • I confirm that, as of the date of application, I or the government department of HKSAR in which I am working have no official dealings with Hang Seng and I undertake to inform Hang Seng promptly in writing if I or the government department in which I am working will later become involved in any official dealings with Hang Seng. • I also confirm that (i) I did not own any credit card that was cancelled due to default payment; (ii) I currently do not have any overdue payment in respect of any of my indebtedness; and (iii) there is no bankruptcy order made against me and I am not in the process of petitioning for bankruptcy nor have any intention to do so. • I confirm that all information of this application is true and correct and authorise Hang Seng to communicate and to exchange such information with whatever source Hang Seng may consider appropriate for the purpose of verifying the same. • I acknowledge and agree that, irrespective of whether my application is subsequently withdrawn or rejected, all personal data and information with respect to me which are provided by me at the request of Hang Seng or collected in the course of dealings between me and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with the Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers from time to time. I also acknowledge and agree that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institution: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect debts. • I further acknowledge and agree that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to me, and provide banker's or credit references in respect of me. • In the case where a guarantee/third party security, unlimited in amount, has been or is presently issued in Hang Seng's favour in respect of any or all of my liabilities owed to Hang Seng, I agree that Hang Seng may from time to time provide the guarantor/provider of third party security with any data, details or information (including any Data) relating to any loan/banking/credit facilities extended by Hang Seng to me for the purpose of notifying the guarantor/provider of third party security of the liabilities under the guarantee/third party security. • I confirm that this loan or any part thereof is not intended to be used for acquiring/investing in properties and/or refinancing of any existing mortgage loan. • I agree that, as a reminder for making repayment (if necessary), Hang Seng may transmit to me the relevant messages via my mobile phone number maintained in Hang Seng's record. • **I confirm that this loan application was not referred by a third party. • I agree to pay interest or fees on the Unsecured Overdraft Facility at the prevailing rate as Hang Seng may determine and notify me. I also agree and accept that the Unsecured Overdraft Facility may be granted in a sum less than the amount I now apply for and that this application may be declined by Hang Seng without disclosing any reason thereof. I also accept Hang Seng reserves the rights of (i) final approval and (ii) vary the overdraft limit, interest rate and other relevant terms and conditions at any time. In case of any disputes, Hang Seng's decision shall be final.**


By signing this application form, I agree that Hang Seng may use and disclose all personal data about me that Hang Seng currently or subsequently hold for the purposes as set out in the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which accompanies this application form ("Notice")<sup>#1</sup>.

**#1 For customers who have a relationship with Hang Seng before 16 June 2014:**

**The Notice include new purposes relating to Hang Seng's provision of services to you and enable Hang Seng to use your personal data in order that Hang Seng comply with the following current or future obligations, commitments or arrangements of Hang Seng or the HSBC Group: (i) obligations according to laws, regulations, judgments or court orders (both within and outside Hong Kong) including those that relate to money laundering, terrorist financing, bribery, corruption, tax evasion, fraud or sanctions (collectively referred to herein as "Unlawful Activities"); (ii) obligations according to guidelines, guidance or codes issued by local or foreign bodies or authorities (whether governmental, tax, law enforcement, regulatory, judicial, industry or others); or international guidance or internal policies and procedures, including those that relate to Unlawful Activities; (iii) requests from local or foreign bodies or authorities; (iv) commitments undertaken by Hang Seng or the HSBC Group with local or foreign bodies or authorities; (v) obligations according to agreement or treaty between local or foreign bodies or authorities; and (vi) obligations according to the HSBC Group's internal policies and procedures for use and sharing of data and information. The above may result in transfer of your personal data outside of Hong Kong. Please read the Notice which shows in full the purposes for which your personal data may be used and the classes of persons to whom your personal data may be transferred.**

In case of queries, please contact Customer Service Hotline at 2998 9878.

Declared and signed by:

**X**  \_\_\_\_\_  
 Signature of Applicant (Please use signature filed under your Integrated Account with Hang Seng (if applicable)) Date  
 (Name of Applicant: \_\_\_\_\_)

- Do not return this application form by post if customers have already applied by phone or online to avoid duplication. (All documents including this application will not be returned).
- Please ask any Hang Seng Bank branch staff for Hang Seng's notice to customers relating to the Personal Data (Privacy) Ordinance.

## For Bank Use Only

Transaction Branch Code

Transaction Staff ID

**10A0 WPXXX (PROF) W  
10A0 WGXXX (GEN) W**

## Key Facts Statement (KFS) for Overdraft Facility

Hang Seng Bank

Hang Seng Unsecured Overdraft Facility  
January 2021

**This product is an overdraft facility.**

**This statement provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your overdraft facility.**

### Interest Rates and Interest Charges

Annualised Interest Rate	Loan Tenor	Unsecured Overdraft Limit (HK\$)	Interest Rate (per annum)
	General Customers	\$5,000 - \$199,999	Prime Rate + 7%
\$200,000 - \$800,000		Prime Rate + 6%	
Preferred Banking Customers / Professionals / Privileged Customers	\$5,000 - \$199,999	Prime Rate + 5%	
	\$200,000 - \$800,000	Prime Rate + 4%	
Signature Banking Customers / Prestige Banking Customers	\$5,000 - \$199,999	Prime Rate + 5%	
	\$200,000 - \$800,000	Prime Rate + 4%	
Annualised Overdue / Default Interest Rate	N.A.		
Overlimit Interest Rate	N.A.		

### Fees and Charges

Annual Fee / Fee	Customer Type	Annual Fee
	Annual Fee / Fee	General Customers
Preferred Banking Customers / Professionals / Privileged Customers		0.5% of the overdraft limit (minimum HKD200, maximum HKD800)
Signature Banking Customers / Prestige Banking Customers		Perpetually waived
Late Payment Fee and Charge	HK\$100 per occurrence	
Overlimit Handling Fee	N.A.	
Returned Cheque / Rejected Autopay Charge	N.A.	
Additional Information		
Re-issuance of Approval Advice	HK\$100 per copy	

Note: Prime Rate refers to the Hong Kong Dollar Prime Lending Rate as quoted by Hang Seng Bank Limited ("Hang Seng") from time to time.

## Hang Seng Bank Limited (the “Bank”)

### \* Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer’s relationship with the Bank) (collectively “data subjects”) to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services.
3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, (iii) data subjects’ use of the Bank’s websites and apps, including in accordance with the Bank’s [Internet Privacy Policy Statement](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/privacy_e.pdf) [https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/privacy\\_e.pdf](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/privacy_e.pdf) and (iv) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group (“**HSBC Group**” means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and “**member of the HSBC Group**” has the same meaning).
4. The purposes for which data may be used are as follows:
  - (i) considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
  - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
  - (iii) creating and maintaining the Bank’s credit scoring models;
  - (iv) assisting other financial institutions to conduct credit checks and collect debts;
  - (v) ensuring ongoing credit worthiness of data subjects;
  - (vi) designing banking/financial services or related products for data subjects’ use;
  - (vii) analysing how data subjects access and use the Bank’s services including services available on the Bank’s websites and apps from time to time;
  - (viii) advertising and marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 7 below);
  - (ix) determining the amount of indebtedness owed to or by data subjects;
  - (x) the enforcement of data subjects’ obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects’ obligations;
  - (xi) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
    - (a) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region (“**Hong Kong**”) existing currently and in the future (“**Laws**”) (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - (b) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
    - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the “**Authorities**” and each an “**Authority**”) that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
    - (d) any agreement or treaty between Authorities;
  - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xiii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
  - (xiv) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
  - (xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank’s rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xvi) exchanging information with merchants accepting credit cards issued by the Bank (each a “merchant”) and co-branding partners;
  - (xvii) verifying data subjects’ identities with any card acquirer of a merchant in connection with any card transactions; and
  - (xviii) purposes relating thereto.

5. Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
- (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
  - (ii) any third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
  - (iii) any Authorities;
  - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
  - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (vi) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
  - (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
  - (viii) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4(x), 4(xi) or 4(xii);
  - (ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
  - (x) any card acquirer of a merchant; and
  - (xi)
    - (a) any member of the HSBC Group;
    - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
    - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - (e) charitable or non-profit making organisations; and
    - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (vii) above.

Such information may be transferred to a place outside Hong Kong.

6. With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
- (i) full name;
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
  - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
  - (iv) date of birth or date of incorporation;
  - (v) correspondence address or registered office address;
  - (vi) mortgage account number in respect of each mortgage;
  - (vii) type of the facility in respect of each mortgage;
  - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
  - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

## 7. USE OF DATA IN DIRECT MARKETING

Where a data subject has given consent for the Bank to do so, the Bank may use the data subject's data to provide the data subject with direct marketing. In this connection, please note that:

- (i) the Bank may use the following categories of data for its direct marketing purposes:
  - (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background and demographic data of a data subject held by the Bank from time to time; and
  - (b) information relating to the data subject's use of the Bank's websites, mobile apps from time to time, whether through cookies or otherwise;
- (ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, insurance, credit card, banking and related services and products;
  - (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (d) donations and contributions for charitable and/or non-profit making purposes;

- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (a) any member of the HSBC Group;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
  - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7 (i) above to other members of the Hang Seng Bank Group for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose.

**If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.**

8. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
- (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
9. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 8 (v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
10. In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph 8 (v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
11. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
12. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:
- Data Protection Officer  
 Hang Seng Bank Limited  
 83 Des Voeux Road Central  
 Hong Kong  
 Fax: (852) 2868 4042
13. The Bank may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
14. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in September 2018)

- \* Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to: [https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice\\_e\\_2013.pdf](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice_e_2013.pdf)

Note: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.