

EasyRefund 100% Global Hospital Cash Plan (3-Year)
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「極醫時」全保費回贈環球住院現金計劃(三年)
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The terms and conditions of this Policy are as follows:

A. GENERAL PROVISIONS

1. MEANINGS AND DEFINITIONS

In this Policy, Hang Seng Insurance Company Limited is referred to as "the Company", "we", "our" or "us" and the Policyholder is referred to as "you" or "your".

Capitalized words or terms shall have the meaning defined in this Policy, unless the context requires otherwise. Singular words used in this Policy shall include the plural and the masculine shall include the feminine and vice versa.

"Application" means your application for this Policy and includes any written statements or answers given by you or the Life Insured as evidence of insurability and any medical information in relation to the Life Insured and the Policyholder (where applicable).

"Basic Plan" means the Basic Plan specified in Benefit Details of Policy Schedule 1.

"Beneficiary(ies)" means the person or persons designated as the Beneficiary(ies) under provision A12.

"Benefit Cessation Date" means the date specified as Benefit Cessation Date in Policy Schedule 1.

"Death Benefit" means at any time subject to provisions A2(c) and A4, an amount calculated in accordance with provision B1 and payable upon the death of the Life Insured.

"Grace Period" means, in respect of a premium payable under this Policy, the period as referred to in provision A7.

"Hong Kong SAR" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Indebtedness" means the amount of all outstanding Policy Loans plus any accrued interest on such Policy Loans, plus any outstanding premiums under this Policy.

"Insurance Age" means, at any date, the age of the Life Insured or the Policyholder (where applicable) on the last birthday prior to (or on the birthday the same day as) the Policy Date or the relevant Policy Anniversary.

"Issue Date" means the date specified as Issue Date in Policy Schedule 1.

"Life Insured" means the person named as the Life Insured in Policy Schedule 1 or any Policy Endorsements issued by us.

"Payment Cessation Date" means the date specified as the Payment Cessation Date in Policy Schedule 1.

"Policy" means the Application and the terms and conditions set out in this document including the Policy Schedules, the Supplementary Benefit provisions (if any), and in any Policy Endorsements issued by us from time to time.

以下列出本保單的各項條款及細則：

甲 一般條款

1. 含義及釋義

在本保單內，恒生保險有限公司稱為「本公司」，而保單持有人稱為「閣下」。

除非文義另有所指，否則定義詞語或語句將具有本保單所規定之釋義。在本保單內，單數的字眼亦包括複數，及男性的字眼亦包括女性，反之亦然。

「**申請書**」指閣下為本保單作出的申請書，並包括閣下或受保人為可保證明作出的任何陳述或回覆，以及有關受保人及保單持有人(如適用)的任何健康資料。

「**基本計劃**」指在保單附表1上保障詳情內所列明的基本計劃。

「**受益人**」指根據第甲12項條款所指定的受益人之人士。

「**保障終止日**」指在保單附表1內所列明的保障終止日。

「**身故保障**」指在任何時間除依照第甲2(c)項條款及第甲4項條款外，根據第乙1項條款計算之金額，並於受保人身故時支付。

「**寬限期**」指在第甲7項條款就本保單需繳之保費所述的期間。

「**香港特別行政區**」指中華人民共和國香港特別行政區。

「**債項**」指本保單的所有未償還的保單貸款金額，加上任何該保單貸款之應計利息及任何未付之保費。

「**受保年齡**」指在任何一日，受保人或保單持有人(如適用)在保單日期或有關保單週年日當天(若生日是同一天)或之前的最後一個生日的年齡。

「**簽發日期**」指在保單附表1內所列明的簽發日期。

「**受保人**」指在保單附表1或本公司發出的任何保單批註內所列明的受保人。

「**付款終止日**」指在保單附表1內所列明的付款終止日。

「**保單**」指申請書及本文件所列之條款及細則，包括保單附表、附加保障條款(如有)及本公司不時發出的任何保單批註。

“Policy Anniversary” means each anniversary of the Policy Date.

“Policy Date” means the date specified as Policy Date in Policy Schedule 1.

“Policy Endorsement(s)” means any document(s) issued by us which set(s) out any revisions or amendments to this Policy.

“Policyholder” means the person named as the Policyholder in Policy Schedule 1 or any Policy Endorsements issued by us.

“Policy Schedule” means the schedule(s) attached to this Policy and any amendments or substitutes thereto, and any new schedule(s) expressly adopted by us, in each case as notified in writing to the Policyholder.

“Policy Term” means the period from the Policy Date up to but excluding the Benefit Cessation Date of the Basic Plan.

“Policy Year” means the period from a Policy Anniversary up to but excluding the next Policy Anniversary. The first Policy Year shall be the period from the Policy Date to the day immediately preceding the first Policy Anniversary.

“Supplementary Benefits” means any benefit supplement to the Basic Plan as listed under the section of Benefit Details in Policy Schedule 1 or any Policy Endorsement issued by us.

“Total Premiums Paid” means the actual total premium amount due and paid before the Payment Cessation Date of the Basic Plan.

2. ENTIRE CONTRACT

- (a) The entire contract between you and us is made up of this Policy, your Application and the Policy Schedule.
- (b) Subject to provision A2(c), no amendment to this Policy will take effect unless it is written in a Policy Endorsement or a revised Policy Schedule issued by us and you agree to such amendment in writing.
- (c) We may amend this Policy without your agreement if,
 - (i) any particulars contained in Policy Schedule 1 or in any written statements or answers (in particular, relating to age, sex, etc.) are found to be incorrect; or
 - (ii) we discover that you have, or the Life Insured has, misrepresented or omitted any facts which you or the Life Insured knew, or a reasonable person in your or the Life Insured's circumstances ought to have known, was material to our assessment of the risk of insuring the Life Insured.

「保單週年日」指保單日期的每一個週年日。

「保單日期」指在保單附表1內所列明的保單日期。

「保單批註」指本公司發出更改或修訂本保單的任何文件。

「保單持有人」指在保單附表1或本公司發出的任何保單批註內所列明的保單持有人。

「保單附表」指隨本保單發出的保單附表及其後以書面通知保單持有人的任何修訂或代替、以及本公司明確採納的任何新保單附表。

「保單年期」指由保單日期當日起計至基本計劃之保障終止日(不包括此保障終止日當日)的期間。

「保單年度」指由保單週年日當日起計至下一個接續之保單週年日，但不包括此接續之保單週年日當日。首個保單年度為保單日期當日起計至首個保單週年日，但不包括此首個保單週年日當日。

「附加保障」指在保單附表1的保障詳情或本公司發出的保單批註內任何已附於基本計劃的附加保障。

「已繳總保費」指基本計劃付款終止日前到期及實際已繳之保費總額。

2. 整份合約

- (a) 閣下與本公司之間所達成的整份合約包括本保單、閣下之申請書及保單附表。
- (b) 除第甲2(c)項條款外，若非具備本公司發出的書面保單批註或經修訂的保單附表及閣下以書面表示同意有關的修訂，本保單所作出的任何修訂將不會生效。
- (c) 在下列情況下，本公司可在未經閣下的同意下修訂本保單：
 - (i) 如發現保單附表1或任何的書面陳述或回覆的詳情(尤其關於年齡、性別等)有錯誤；或
 - (ii) 本公司發現閣下或受保人誤述或隱瞞閣下或受保人已知的事實，或一個具備常理的人士在相同的情況下應該知道的事實，而有關事實對本公司評估承保受保人的風險具有重要性。

If we amend the Policy under this provision A2(c), any such amendment will be contained in a Policy Endorsement to this Policy or a revised Policy Schedule and the amendment will apply retrospectively from the Policy Date to reflect the terms and conditions on which we would have issued this Policy had the full and correct information been provided, which will be determined by us in our absolute sole discretion. Notwithstanding the above, if we determine that the Life Insured would not have been eligible for insurance coverage under this Policy had the full and correct information been provided, we shall terminate the Policy and our liability will be limited to any amount paid to us by the Policyholder (excluding any interest) under this Policy less any Indebtedness.

3. INCONTESTABILITY

Subject to provision A2(c), we will not in the absence of fraud contest this Policy during the lifetime of the Life Insured after it has been in force for two years from the later of the Issue Date, or the effective date of the last reinstatement pursuant to provision A9. This provision will not apply to any Supplementary Benefits.

4. SUICIDE

If the Life Insured dies by suicide, whether sane or insane, within one year of the later of the Issue Date, or the effective date of the last reinstatement pursuant to provision A9, our liability will be limited to a refund of the premiums paid to us by the Policyholder under this Policy, less any amount paid by us under this Policy.

5. IN FORCE

This Policy comes into force on the Policy Date and will remain in force until the earliest of (a) to (g) as follows:

- (a) the Benefit Cessation Date of the Basic Plan;
- (b) the date of death of the Life Insured;
- (c) the due date of the unpaid premium if this Policy lapses in accordance with provision A8;
- (d) the date this Policy is surrendered under provision A13;
- (e) the date this Policy terminates pursuant to the terms of any Supplementary Benefits or otherwise is cancelled, lapses or becomes void;
- (f) the date this Policy is made void by us in the following manner: we have the right to request from you various information or data to verify your identity in a way that meets the requirements of the relevant regulators pursuant to such rules or guidelines issued by such regulator, and if you do not provide such information or data within a time period as requested by us, which is reasonable in the context of such requirements, then upon the expiry of such time period this Policy becomes voidable by us. Prior to the expiry of such time period and notwithstanding any other provisions as stated in the Policy, we have the sole discretion to suspend or defer any transactions or provision of any services under the Policy if such identity verification remains uncompleted within such time period as stipulated in such rules and guidelines issued by such regulator; and

若本公司根據第甲2(c)項條款作出修訂，任何有關修訂將載於一份附於本保單的保單批註或修訂的保單附表，並從保單日期起追溯應用來修訂本保單的條款及細則，以反映本公司在考慮到全面而真確的資料下，本應簽發保單的條款及細則（本公司有絕對酌情釐定）。儘管有上述規定，倘若本公司認為若申報了全面而真確的資料下，已令受保人不符本保單的投保資格，則本公司將終止保單，而本公司的責任將只限於發還保單持有人就本保單已繳付的任何金額（不包括任何利息），扣除任何債項。

3. 不可異議

若非欺詐及除依照第甲2(c)項條款外，在受保人在生期間，本保單由簽發日期或根據第甲9項條款的最近一次的保單復效生效日（以較後者為準）起生效達兩年後，本公司不得對本保單提出異議。此項條款不適用於任何附加保障。

4. 自殺

若受保人在簽發日期或根據第甲9項條款的最近一次的保單復效生效日（以較後者為準）起一年內自殺身亡，無論自殺時神志清醒或錯亂，本公司的責任將只限於發還保單持有人就本保單已繳付的保費，並扣除本公司就本保單支付的任何金額。

5. 保單生效期

本保單視為由保單日期起生效，並繼續生效直至發生下列 (a) 至 (g) 的情況（以最先者為準）為止：

- (a) 基本計劃的保障終止日；
- (b) 受保人身故當日；
- (c) 若本保單按照第甲 8 項條款失效，則指有關未付保費到期當日；
- (d) 本保單根據第甲 13 項條款退保當日；
- (e) 本保單根據任何附加保障的條款下終止或或在任何其他情況下取消、失效或無效之當日；
- (f) 本公司根據以下情況視本保單為無效的日期：本公司有權要求閣下提供各種資料或數據來驗證閣下的身份，以滿足相關監管機構發出的規則或指引的要求；若閣下沒有在本公司規定及就有關的要求而言屬合理的期限內提供該資料或數據，在該期限屆滿以後，本保單將可被本公司視為無效。於該期限屆滿前，儘管於本保單有任何其它條款的規定，若未能在相關監管機構發出的規則及指引所規定的期限內完成相關的身份驗證，本公司可自行酌情決定暫停或延遲執行本保單任何交易或提供本保單內的任何服務；及

(g) the date this Policy is terminated pursuant to provision of this Policy.

6. PAYMENT OF PREMIUMS

The premiums are payable to us while the Life Insured is alive, on or before the premium due dates up to but excluding the relevant Payment Cessation Date, or until the last premium due date prior to the date of termination of this Policy, if that is earlier.

Premiums, as set out in Policy Schedule 1, are payable by way of regular premium payable monthly or annually by any method which we make available. No change of frequency of premium payment of this Policy is allowed.

7. GRACE PERIOD

We allow a Grace Period of thirty (30) days for payment of any premium when due. A premium will not be regarded as paid unless it is received by us by the end of the Grace Period.

If death of the Life Insured occurs within the Grace Period, we will pay the Death Benefit pursuant to provision B1.

8. NON-PAYMENT OF PREMIUMS

If a premium is not paid by the end of the Grace Period, this Policy will immediately lapse upon the due date of the first unpaid premium and provision C2 shall apply upon the due date of the relevant unpaid premium.

9. REINSTATEMENT

If this Policy has lapsed due to non-payment of premiums under provision A8, you may apply to reinstate this Policy within one (1) year from the due date of the first unpaid premium. To reinstate this Policy, we require:

- (a) a written application for reinstatement;
- (b) production, at your expense, of evidence of insurability satisfactory to us;
- (c) payment of all overdue premiums with interest since the due date of the first unpaid premium and up to the time of reinstatement; and
- (d) repayment of any premium refunded by the Company with respect to such lapse, with interest.

We have the sole discretion to determine whether to accept any application for reinstatement. If we accept your application, the applicable interest on overdue premiums and premium refunded will be calculated at a rate and method determined by us from time to time.

10. OWNERSHIP

Subject to the rights of any irrevocable beneficiary, you have all rights of ownership in this Policy while it is in force. No change of the ownership of this Policy is allowed.

(g) 本保單根據本保單條款終止當日。

6. 繳付保費

受保人在生期間，保費須在到期日或之前向本公司繳付，直至(但不包括)有關的付款終止日或直至本保單終止前之最後一個保費到期日(以較早者為準)為止。

閣下可依照本公司規定任何方法按月或按年每期繳付形式繳付列於保單附表1上之保費金額。本保單不得更改保費繳付之頻率。

7. 寬限期

本公司會給予閣下三十(30)日的繳付保費寬限期。本公司必須在寬限期內收到保費，否則有關保費將不會被視作已繳付。

如受保人於寬限期內身故，本公司將根據第乙1項條款支付身故保障。

8. 欠付保費

若閣下沒有在寬限期完結前繳付保費，本保單將在首個未付保費到期當日失效，第丙2項條款將應用於有關未付保費的到期日。

9. 保單復效

若本保單因第甲8項條款下欠付保費失效後，閣下可在首次未付保費到期日起的一(1)年內申請保單復效。申請保單復效時，閣下須：

- (a) 以書面申請保單復效；
- (b) 提交使本公司滿意的可保證明，惟閣下須支付有關之費用；
- (c) 繳付由首個未付保費的到期日起至保單復效時之所有逾期保費連利息；及
- (d) 償還任何因保單失效而獲本公司回贈的保費連利息。

本公司有完全的酌情決定權決定是否接納復效申請。若申請被接納，保費及獲回贈保費的適用利息將根據本公司不時訂定之利率及方法而計算。

10. 持有權

在不抵觸任何不可撤銷受益人的權益之情況下，閣下在本保單生效期內可擁有本保單一切的持有權。本保單不可轉換保單持有權。

11. ASSIGNMENT

No assignment of this Policy is allowed.

12. BENEFICIARY

- (a) The Beneficiary(ies) designated by you under this Policy or by a declaration in writing, such Beneficiary(ies) will be entitled to the Death Benefit of this Policy.
- (b) While this Policy is in force, you may change the Beneficiary(ies) by giving us a written request in a form specified by us. A change of Beneficiary(ies) shall be effective only if approved and recorded by us.
- (c) A change of Beneficiary(ies) will be deemed effective as of the date the request is signed.

13. SURRENDER

At any time while this Policy is in force, this Policy may be surrendered by filing a written request with us in our specified form in accordance with provision C2. Upon surrender of this Policy, all coverages under this Policy will automatically terminate and the Company's liability under this Policy shall be discharged.

14. NON-PARTICIPATION

This Policy does not participate in the profits of the Company.

15. MISSTATEMENT OR FRAUD

Pursuant to provision A2(c), if the age, sex or other relevant facts of the Life Insured has been misstated but the Life Insured would still be eligible for coverage provided by this Policy, we shall adjust the premiums payable under this Policy based on the correct age, sex or other relevant facts of the Life Insured. Any excess premiums paid by you as a result of such misstatement may be refunded to you. We may request you to pay any shortfall in premiums as a result of such misstatement and you should pay any such shortfall in premiums immediately upon our request. The Company reserves the right to impose interest on the shortfall in premiums. If the shortfall which should be paid by you is not paid by a specified time as determined by us, this Policy will lapse immediately.

If according to the Life Insured's correct age, sex or other relevant facts, the Life Insured would not have been eligible for coverage provided by this Policy, then the coverage of the Life Insured under this Policy shall become null and void with effect from its effective date and we shall not have liability or obligations for coverage of the Life Insured under this Policy. You shall, upon our demand, forthwith repay to us all payment including claims paid by us for the coverage of the Life Insured under this Policy. We shall refund the premium paid for the coverage of the Life Insured under this Policy without interest, provided always that where there is fraud on your part, no premium paid shall be refunded.

11. 權益轉讓

本保單不得轉讓。

12. 受益人

- (a) 閣下根據本保單或以書面指定的受益人，有關受益人將被視為可受益於本保單之身故保障。
- (b) 在本保單生效期間，閣下可按本公司指定之表格以書面通知更改受益人。只在本公司核准及記錄後，更改受益人方告生效。
- (c) 更改受益人將自簽發有關更改要求當日生效。

13. 退保

在本保單生效期間之任何時間，本保單可根據第丙2項條款以本公司指定的表格提出退保申請。本保單退保後，本保單之下的所有保障將會自動終止，而本公司於本保單下的責任即被解除。

14. 非分紅性

本保單不會獲得本公司盈利之分配。

15. 錯誤陳述或欺詐

根據第甲2(c)項條款，若受保人的年齡、性別或其他有關事實被誤述，但有關受保人仍合資格得到本保單提供的保障，本公司將根據受保人的正確的年齡、性別或其他有關事實調整本保單下應付的保費。任何因閣下該誤述而多繳的保費或會退還給閣下。任何因閣下該誤述而少付的保費或須於本公司要求時立即繳付。本公司保留權利對少付的保費收取利息。若閣下未能於本公司指定的時間內繳付必須繳付的少付保費，本保單將立即終止。

若根據受保人的正確年齡、性別或其他有關事實，受保人不合資格得到本保單提供的保障，本保單對受保人的保障會自其生效日起被視為無效，而本公司亦無須就本保單對受保人的保障承擔責任或義務。當本公司要求時，閣下須立即退回本公司就受保人在本保單之下的保障已支付的所有款項，其中包括索償。本公司會退回本保單就受保人的保障已支付的保費，惟不附利息；若閣下涉及欺詐，將不獲退回已繳保費。

16. COLLECTION AND USE OF CUSTOMER INFORMATION, FINANCIAL CRIME RISK MANAGEMENT ACTIVITY AND TAX COMPLIANCE

(a) Definitions

Terms used in this provision and in Appendix 1 shall have the following meanings:

“Authorities” includes any local or foreign judicial, administrative, public or regulatory body, any government, or public or government agency or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

“Compliance Obligations” means obligations of any member of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand or request from Authorities or reporting, disclosure or other obligations under Laws, or (c) Laws requiring us to verify the identity of our customers and Connected Persons.

“Connected Person” means a person or entity other than you whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any person identified as a beneficiary under this Policy, any person who is, or may be, entitled to receive a payment under this Policy, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust holding or controlling (directly or indirectly) the Policy, any of your representatives, agents or nominees, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

“controlling persons” means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, these are persons in equivalent or similar positions of control).

“Customer Information” means all or any of the following items relating to you or a Connected Person, where applicable: (i) Personal Data, (ii) information about you, your accounts, transactions, use of our products and services and your relationship with the HSBC Group, and (iii) Tax Information.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and violations, or attempts to circumvent or violate any Laws relating to these matters.

“Financial Crime Risk Management Activity” means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that we or members of the HSBC Group may take.

16. 收集及使用客戶資料，金融罪行風險管理活動及稅務合規

(a) 釋義

下列出現於本條款及附錄1的定義詞語有下列涵義：

「**權力機關**」包括對滙豐集團任何部分具有司法權限的任何本地或外地司法、行政、公營或監管機構、任何政府，或公營或政府機關或機構、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理。

「**合規責任**」指任何滙豐集團成員要符合下列各項的責任：(a)法律或國際指引及內部政策或程序，(b)權力機關的任何指令或要求，或法律下申報、披露或其他責任，或(c)要求本公司核實客戶及關連人士身分的法律。

「**關連人士**」指閣下以外的人士或單位，而其資料(包括個人資料或稅務資料)由閣下(或代表閣下)向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。關連人士可包括(但不限於)任何本保單指定為受益人的人士、任何有權或可能有權就本保單獲取付款的人士、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人，而信託的有關人士直接或間接地持有或控制本保單、閣下的任何代表、代理或代名人，或與閣下建立了關係的任何其他人士或單位，而該關係關乎閣下及滙豐集團的關係。

「**控制人**」指控制單位的個別人士(就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他個別人士。就非信託法律實體而言，指處於相等或類似控制位置的人士)。

「**客戶資料**」指所有或任何有關閣下或關連人士的下列各項(如有)：(i)個人資料，(ii)關於閣下、閣下的戶口、交易、使用本公司產品及服務，及閣下與滙豐集團關係的資料，及(iii)稅務資料。

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，及違反，或意圖規避或違反有關此等事宜的任何法律。

「**金融罪行風險管理活動**」指本公司或滙豐集團成員為符合就或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

“HSBC Group” means HSBC Holdings plc and any of its affiliates, subsidiaries, associated entities and any of their branches and offices, and “any member of the HSBC Group” has the same meaning.

“Laws” include any applicable local or foreign law, regulation, rule, judgment, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

“Personal Data” means any data relating to an individual from which the individual can be identified.

“Services” includes (a) the opening and maintaining of this Policy, (b) the provision of services relating to this Policy and its termination or expiry, and (c) the maintenance of our overall relationship with you.

“substantial owners” means any individuals entitled to more than 10% of the profits of or with an interest of 10% or more in an entity either directly or indirectly.

“Tax Authorities” means Hong Kong SAR or foreign tax, revenue, fiscal or monetary authorities.

“Tax Certification Forms” means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

“Tax Information” means any documentation or information about your tax status and/or the tax status of any Connected Person, owner, “controlling person”, “substantial owner” or beneficial owner.

Reference to the singular includes the plural (and vice versa).

(b) COLLECTION, USE AND SHARING OF CUSTOMER INFORMATION

This provision explains how we will use information about you and Connected Persons. The Personal Information Collection Statement that applies to you and any other individuals (the “PICS”), also contains important information about how we and the HSBC Group will use your information and you should read this provision in conjunction with the PICS. We and members of the HSBC Group may use Customer Information in accordance with this provision and the PICS.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- (1)
 - we are legally required to disclose; or
 - we have a public duty to disclose; or
 - our legitimate interests require disclosure; or
 - the disclosure is made with your consent; and
- (2) it is disclosed as set out in the PICS.

「**滙豐集團**」指滙豐控股有限公司及其任何附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「任何滙豐集團成員」具有相同涵義。

「**法律**」包括任何適用的本地或外地法律、法規、規則、判決、自願守則、指令、制裁制度、法院命令、任何滙豐集團成員與權力機關的協議，或權力機關之間適用於本公司或滙豐集團成員的協議或條約。

「**個人資料**」指任何與一名個別人士有關的資料而從該等資料可確定該名個別人士的身分。

「**服務**」包括(a)開立及維持本保單，(b)提供有關本保單及本保單終止或到期的服務，及(c)維持本公司與閣下的整體關係。

「**主要擁有人**」指直接或間接地享有一個單位多於10%的利潤或10%或以上權益的任何個別人士。

「**稅務機關**」指香港特別行政區或外地稅務、稅收、經濟或金融機關。

「**稅務證明表格**」指稅務機關或本公司為確認閣下的稅務狀況或關連人士的稅務狀況而不時發出或要求提供的任何表格或其他文件。

「**稅務資料**」指關於閣下稅務狀況及／或任何關連人士、擁有人、「控制人」、「主要擁有人」或實益擁有人稅務狀況的任何文件或資料。

凡提及單數詞包括指其複數(反之亦然)。

(b) 收集、使用及分享客戶資料

本條款解釋本公司如何使用關於閣下及關連人士的資料。適用於閣下及任何其他個別人士的收集個人資料聲明(「收集個人資料聲明」)亦包含有關本公司及滙豐集團如何使用閣下資料的重要信息。閣下應一併閱讀本條款及收集個人資料聲明。

本公司及滙豐集團成員可按本條款及收集個人資料聲明使用客戶資料。

客戶資料不會披露予任何人士(包括其他滙豐集團成員)，除非：

- (1)
 - 本公司因應法律要求作出披露；或
 - 本公司有公眾責任作出披露；或
 - 本公司因合法權益需要披露；或
 - 獲閣下同意作出披露；及
- (2) 按收集個人資料聲明所載作出披露。

COLLECTION

- (i) We and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by us or a member of the HSBC Group or on our behalf or on behalf of a member of the HSBC Group, and may be collected from you or a Connected Person (or a person acting on your behalf or on behalf of a Connected Person), from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

USE

- (ii) We and other members of the HSBC Group may use, transfer and disclose Customer Information in connection with (1) the purposes set out in Appendix 1 (applicable to Customer Information other than Personal Data), (2) the PICS (applicable to Personal Data), and (3) matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking adverse action against you) ((1) to (3) are collectively referred to as the "**Purposes**").

SHARING

- (iii) We may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the recipients set out in the PICS (who may also use, transfer and disclose such Customer Information for the Purposes) and Appendix 1 (applicable to Customer Information other than Personal Data).

YOUR OBLIGATIONS

- (iv) You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from us, or a member of the HSBC Group.
- (v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the use, processing, disclosure and transfer of their information as set out in these policy terms, Appendix 1 and the PICS (as may be amended or supplemented by us from time to time). You and every Connected Person have (or will at the relevant time have) read and understand the PICS. You shall advise such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all Customer Information in the manner described in these policy terms. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.

收集

- (i) 本公司及其他滙豐集團成員可收集、使用及分享客戶資料。本公司或滙豐集團成員(或彼等的代表)可要求提供客戶資料。客戶資料可從閣下、關連人士(或代表閣下或關連人士的人士)或其他來源(包括公開資料)收集，亦可與本公司或其他滙豐集團成員可獲取的其他資料組合或產生。

使用

- (ii) 本公司及其他滙豐集團成員可就下列用途使用、轉移及披露客戶資料：(1) 附錄1(適用於非個人資料的客戶資料)列出的用途，(2) 收集個人資料聲明(適用於個人資料)，及(3) 把客戶資料與本公司或滙豐集團因任何用途持有的任何資料進行核對，不論是否有意對閣下採取不利行動(1)至(3)統稱「用途」。

分享

- (iii) 如為用途需要及適當的，本公司可向下列人士轉移及披露任何客戶資料：收集個人資料聲明列出的接收者，而該等接收者亦可為用途使用、轉移及披露該等客戶資料，以及附錄1(適用於非個人資料的客戶資料)列出的接收者。

閣下的責任

- (iv) 不時提供予本公司或滙豐集團成員的客戶資料如有任何變更，閣下同意從速(在任何情況下於30天內)以書面通知本公司。閣下亦同意從速回覆本公司或滙豐集團成員任何要求提供客戶資料。
- (v) 閣下確認其資料(包括個人資料或稅務資料)已被或會被提供予本公司或滙豐集團成員的每名關連人士已獲通知及同意(或在有關時候會獲通知及同意)其資料按本公司可不時修改或補充的本保單條款、附錄1及收集個人資料聲明所載使用、處理、披露及轉移。閣下及每名關連人士已(或在有關時候)閱讀及明白收集個人資料聲明。閣下須知會該等關連人士他們有權索取及改正其個人資料。
- (vi) 閣下同意本公司按本保單條款所述使用、儲存、披露、處理及轉移所有客戶資料，並會作出任何適用資料保障法律或保密法律不時要求的行動容許本公司如上述行事。如閣下未能或未有在任何方面遵守(v)及(vi)列出的責任，閣下同意從速以書面通知本公司。

(vii) Where:

- you or a Connected Person fail(s) to provide promptly Customer Information reasonably requested by us, or
- you or a Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

- (a) be unable to provide new, or continue to provide all or part of the Services to you;
- (b) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- (c) terminate this Policy if we reasonably consider that by continuing the Policy or the relationship with you we may break any Laws or we, or a member of the HSBC Group, may be exposed to action or censure from any Authority. Any termination will take effect as a surrender or rescission of the Policy.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents as may be requested, then we may make our own decision with respect to your status or that of a Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

(c) FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- (i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction or communication by you or on your behalf or by a Connected Person or on their behalf; (B) investigating the source of or intended recipient of funds; (C) combining Customer Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your or a Connected Person's identity and status.
- (ii) To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

(vii) 如：

- 閣下或關連人士未有按本公司合理的要求從速提供客戶資料，或
- 閣下或關連人士拒絕給予或撤回任何本公司為用途(不包括向閣下促銷或推廣產品及服務有關的用途)處理、轉移或披露客戶資料所需的任何同意，或
- 本公司或滙豐集團成員就金融罪行或相關風險產生懷疑，

本公司可能：

- (a) 未能向閣下提供新服務或繼續提供全部或部分服務；
- (b) 作出所需行動讓本公司或滙豐集團成員符合合規責任；及／或
- (c) 終止本保單，若本公司合理地認為繼續維持本保單或與閣下的關係會使本公司違反法律，或任何權力機關可能對滙豐集團成員採取行動或提出譴責。任何終止會如本保單被退保或撤銷般生效。

另外，如閣下未有按要求從速提供閣下或關連人士的稅務資料及隨附陳述書、豁免書及同意書，本公司可自行決定有關閣下或關連人士的狀況，包括閣下或關連人士需否向稅務機關申報。本公司或其他人士可能被要求扣起任何稅務機關跟據法律要求的金額，並支付有關金額予適當的稅務機關。

(c) 金融罪行風險管理活動

- (i) 金融罪行風險管理活動包括但不限於：(A) 審查、攔截及調查閣下或關連人士(或代表彼等)發出的任何指示或通訊；(B) 調查款項的來源或預定收款人；(C) 組合客戶資料和滙豐集團持有的其他相關資料；及(D) 對個人或單位的狀況作進一步查詢(不論其是否受制裁制度約束)，或確認閣下或關連人士的身分及狀況。
- (ii) 在法律許可的情況下，對閣下或任何第三方就不論任何方式產生並蒙受或招致的，不論完全或部分跟延遲、阻截或拒絕支付任何付款或提供全部或部分服務相關或因進行金融罪行風險管理活動導致的任何損失，本公司及其他任何滙豐集團成員無需負責。

(d) TAX COMPLIANCE

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and the provision of Services. Certain territories may have tax legislation with extra-territorial effect regardless of your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have any responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) or Services provided by us and members of the HSBC Group.

(e) SURVIVAL UPON TERMINATION

This provision shall continue to apply notwithstanding the termination of the Services or the expiry of this Policy.

(f) MISCELLANEOUS

- (i) In the event of any conflict or inconsistency between any terms of this provision and the other terms of this Policy, the terms of this provision shall prevail.
- (ii) If all or any part of the provisions of the terms of this provision become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of the terms in that jurisdiction.

17. APPLICABLE LAW

The terms and conditions of this Policy shall be governed by and construed in accordance with the laws of the Hong Kong SAR. In case of any dispute arising out of or in connection with this Policy, the exclusive jurisdiction of the Hong Kong SAR courts shall apply.

18. MISCELLANEOUS

If in our opinion it becomes impractical or inequitable to apply or operate any terms or conditions of this Policy due to a change in relevant legislation regulation, or in relevant political or business conditions which in our view materially affect the operation of this Policy, we may, without your agreement, amend the terms and conditions or their application in a manner which we in our discretion consider fair and reasonable. Any such amendment to the terms and conditions of this Policy will be written in and notified to you by way of an endorsement.

19. RIGHTS OF THIRD PARTIES

No person other than you and us will have any rights to enforce the provisions of this Policy.

(d) 稅務合規

閣下承諾自行負責了解及符合閣下在所有司法管轄區有關及因開立及使用戶口及提供服務引起的稅務責任(包括但不限於繳稅, 或提交報稅表或其他有關繳交所有相關稅項的所需文件)。某些地區的稅務法例具跨領域效用, 不論閣下的居籍、住處、公民身分或成立地方。本公司及任何滙豐集團成員均不提供稅務意見。本公司建議閣下尋求獨立法律及稅務意見。閣下在任何司法管轄區可能引起的稅務責任, 包括任何特別有關開立及使用戶口、或本公司及滙豐集團成員提供的服務的稅務責任, 本公司及任何滙豐集團成員均無需負任何責任。

(e) 終止後繼續有效

即使服務終止或本保單到期, 本條款繼續有效。

(f) 雜項

- (i) 本條款與本保單的其他條款如有任何衝突或不一致, 概以本條款為準。
- (ii) 本條款中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行, 該條文在任何其他司法管轄區或本條款的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

17. 適用的法律

本保單的條款及細則受香港特別行政區法律管轄並據其解釋。就本保單而引起或有關本保單的任何爭議, 香港特別行政區法院擁有專屬司法管轄權。

18. 雜項

倘若由於有關的法例或法規改變, 以致本公司認為不能有效或公平地繼續應用本保單的條款或細則; 或在有關的政治或商業情況下, 本公司相信將會嚴重影響本保單的運作, 本公司可酌情決定按照公平和合理的方式在未經閣下同意下對有關條款及細則或其應用作出修訂。有關本保單條款及細則的任何修訂將於批註中列明, 並通知閣下。

19. 第三者權益

除閣下及本公司以外, 並無其他人士有權強制執行本保單條款。

20. POLICY SERVICING

This Policy is intended for sale only in the Hong Kong SAR. If you, or anyone else with authority over or otherwise connected to this Policy (such as the Life Insured or the Beneficiary) is temporarily or permanently:

- (i) outside of the Hong Kong SAR; or
- (ii) otherwise subject to the laws of any other place,

such that we reasonably believe that by complying with a particular term or condition we would breach any laws of the Hong Kong SAR or such other place, then we are entitled not to comply with such term or condition for any period of time we deem necessary, regardless of what such term or condition may provide. This might include declining to service some of your requests related to this Policy. You agree we will not be liable for any losses, damages, claims, liabilities or costs you or any other relevant person may suffer from our exercise of our rights under this provision. The prior sentence continues to apply even if this Policy terminates for any reason.

B. BENEFITS PROVISIONS

1. DEATH BENEFIT

Provided this Policy is still in force at the date of death of the Life Insured, the Death Benefit will be equivalent to a refund of 100% of Total Premiums Paid during the Policy Term (excluding any interest received by the Company pursuant to provision A9).

We will pay the Death Benefit to the surviving Beneficiary(ies), or if none has been designated or the designated Beneficiary(ies) has or have died before the Life Insured, to you or your estate. If the Life Insured and Beneficiary(ies) die in circumstances rendering it uncertain that any one of them, or which of them, survived the other or others, we shall pay the Death Benefit as if there are no surviving Beneficiary(ies).

The receipt of the Death Benefit under this Policy by the Beneficiary(ies), you or your estate will discharge us from any further liability under this Policy.

2. NOTICE AND PROOF OF CLAIMS

Any amount payable on the death of the Life Insured for a Death Benefit claim will be paid after we have received written proof of the validity of claim satisfactory to us. Proof of the validity of claim shall include:

- (a) evidence of the death of the Life Insured and the cause of death;
- (b) evidence of the right of the claimant to be paid;
- (c) this Policy;
- (d) evidence of the death of the Beneficiary(ies) (as applicable); and
- (e) any other information which we may reasonably require to establish the validity of the claim.

20. 保單服務

本保單僅擬在香港特別行政區銷售。倘若閣下或對本保單享有權力或在其他方面與本保單有關的任何人士(例如是受保人或受益人)暫時性或永久性：

- (i) 身在香港特別行政區境外；或
- (ii) 以任何其他方式受任何其他地方的法律管轄，

以致本公司合理地相信，透過遵守某一項條款或細則，本公司將會違反香港特別行政區或該其他地方的法律，則本公司有權在本公司認為必要的期間內不遵守該項條款或細則，不論該項條款或細則的規定為何。這可能包括拒絕向閣下提供閣下所要求的與本保單有關的某些服務。閣下同意，對於因本公司行使本條款之下的權利而使閣下或任何有關人士遭受的損失、賠償、索償、債務或費用，本公司將無須負責。即使本保單因任何原因而終止，上一句將繼續適用。

乙 保障條款

1. 身故保障

只要本保單於受保人身故當日仍然生效，該身故保障將相等於退回保單年期內已繳總保費的100% (不包括本公司根據第甲9項條款而收取的任何利息)。

本公司將把身故保障付予仍在生之受益人。若閣下未有指定受益人或指定之受益人於受保人身故前已身故，則付予閣下或閣下的遺產承繼人。若受保人及受益人在不能確定其身故先後的情況下身故，本公司支付身故保障時則視沒有尚存的受益人。

受益人、閣下或閣下的遺產承繼人收取根據本保單所支付的身故保障後，本公司就本保單的任何進一步責任將獲解除。

2. 索償通知及證明

本公司只會在收到令本公司滿意的有效索償的書面證明後，才就受保人身故支付身故保障索償須支付的任何款項。有效索償證明包括：

- (a) 受保人死亡及死因證明；
- (b) 索償人有權領取款項的證據；
- (c) 本保單；
- (d) 受益人死亡證明(如適用)；及
- (e) 本公司為了確定索償有效而合理要求的其他任何資料。

C. PREMIUM REFUND PROVISIONS

1. If this Policy is still in force upon the Benefit Cessation Date of Basic Plan, the Company will refund the applicable percentage of Total Premiums Paid during the Policy Term according to the table stipulated as below (excluding any interest received by the Company pursuant to provision A9) to you or your estate.

Payment mode	Applicable percentage of premium refund (% of Total Premiums Paid)	
	<u>If no benefit have been paid or become payable under any Supplementary Benefits</u>	<u>If any benefit have been paid or become payable under any Supplementary Benefits</u>
Annual mode	103%	100%
Monthly mode	101%	100%

The receipt of this amount by you or your estate will discharge us from any further liability under this Policy.

2. If this Policy is lapsed, surrendered or terminated at any time:
 - (a) otherwise than in accordance with provision A15;
 - (b) before the Benefit Cessation Date of Basic Plan; and
 - (c) no Death Benefit has been paid or become payable under this Policy,

then the Company will refund 70% of Total Premiums Paid during the Policy Term (excluding any interest received by the Company pursuant to provision A9) to you or your estate.

The receipt of the refund above by you or your estate will discharge us from any further liability under this Policy.

丙 保費回贈條款

1. 若本保單在基本計劃保障終止日前仍然生效，本公司將依照下表回贈於保單年期內已繳總保費之適用百分比予閣下或閣下的遺產承繼人(不包括本公司根據第甲9項條款而收取的任何利息)。

繳付保費模式	保費回贈之適用百分比 (已繳總保費之百分比)	
	若本保單未曾就任何附加保障已支付或應支付保障	若本保單曾經就任何附加保障已支付或應支付保障
年繳模式	103%	100%
月繳模式	101%	100%

當閣下或閣下的遺產承繼人已收訖此保費回贈後，本公司即獲解除對本保單的任何進一步責任。

2. 若本保單在任何時候失效、退保或終止之時：
 - (a) 並非根據第甲15項條款；
 - (b) 在基本計劃保障終止日前；及
 - (c) 本保單並無已支付或應支付的身故保障，

則本公司將回贈於保單年期內已繳總保費的70%予閣下或閣下的遺產承繼人(不包括本公司根據第甲9項條款而收取的任何利息)。

當閣下或閣下的遺產承繼人於收訖以上保費回贈後，本公司即獲解除對本保單的任何進一步責任。

APPENDIX 1

The following terms supplement the provision in the policy terms entitled "Collection and Use of Customer Information, Financial Crime Risk Management Activity and Tax Compliance" and relate to the use, store, process, transfer and disclosure of Customer Information other than Personal Data. Terms used in this Appendix 1 shall have the meanings set out in that provision.

USE OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA

The purposes for which Customer Information (other than Personal Data) may be used are as follows:

- (1) processing, assessing and/or approving applications for and any alterations, variations, cancellation, renewals and reinstatements of products and services;
- (2) verifying and conducting any eligibility, identity, medical and/or underwriting in connection with provision of products and/or services;
- (3) offering, providing, maintaining, reviewing, administering and evaluating products and/or services including processing any claims or investigation or analysis of such claims;
- (4) marketing, designing, improving or promoting Services or related products to you (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (5) exercising any right of subrogation;
- (6) enabling an actual or proposed assignee, transferee or participant or sub-participant of our rights to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- (7) complying with any obligations, requirements or arrangements, whether compulsory or voluntary, of us or any member of the HSBC Group to comply with, or in connection with any Compliance Obligations;
- (8) conducting Financial Crime Risk Management Activity;
- (9) meeting any obligations, demand or request from Authorities;
- (10) exercising any rights we or a member of the HSBC Group may have in connection with the products or services provided to you;
- (11) maintaining HSBC Group's or our overall relationship with you; and
- (12) any purposes relating or incidental to any of the above.

附錄1

下列條款關於使用、儲存、處理、轉移及披露非個人資料的客戶資料，並補充保單條款的條款(收集及使用客戶資料，金融罪行風險管理活動及稅務合規)。出現於本附錄1的定義詞語具有該條款列出的涵義。

使用非個人資料的客戶資料

非個人資料的客戶資料可被用作下列用途：

- (1) 處理、評估及／或審批產品和服務的申請，及任何產品及服務的修改、更改、取消、續期或復效申請；
- (2) 為提供產品及／或服務進行有關查核及資格審查、身分識認、健康評估及／或評保；
- (3) 提議、提供、維持、檢討、管理及評估產品及／或服務，包括處理任何索償，或該等索償的調查或分析；
- (4) 向閣下(及如法律許可，關連人士)促銷、設計、改善或推廣服務或相關產品及進行市場調查；
- (5) 行使任何代位權；
- (6) 允許本公司的實際或建議承讓人、受讓人，或本公司的權益的參與人或附屬參與人，就涉及的轉讓、出讓、參與或附屬參與的交易進行評估；
- (7) 遵守本公司或任何滙豐集團成員就任何合規責任或與之有關的任何責任、要求或安排(不論強制或自願性質)；
- (8) 進行金融罪行風險管理活動；
- (9) 遵守權力機關施加的任何責任、指令或要求；
- (10) 行使本公司或滙豐集團成員就向閣下提供的產品或服務享有的任何權利；
- (11) 維持滙豐集團或本公司與閣下的整體關係；及
- (12) 與任何上述相關或有連帶關係的用途。

SHARING AND TRANSFER OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA

We may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and/or disclose any Customer Information (other than Personal Data) to all such persons as we may consider necessary (wherever located) including without limitation:

- (a) any member of the HSBC Group;
- (b) any agents, contractors, sub-contractors, service providers, reinsurers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers and professional advisers);
- (c) any Authorities;
- (d) any party involved in any business transfer, disposal, merger or acquisition by us or any member of the HSBC Group;
- (e) any person to or with whom we or any member of the HSBC Group is under an obligation or required or expected to make disclosure or use data for the purposes set out in paragraph 7, 8 or 9 above;
- (f) anyone acting on behalf of you, 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 you have an interest in securities (where such securities are held by us or any member of the HSBC Group for you); and
- (g) any party acquiring an interest in or assuming risk in or in connection with the Services.

分享及轉移非個人資料的客戶資料

如為所有或任何用途需要及適當的，本公司可向本公司認為所需的所有人士(不論所在處)轉移、分享、交換及／或披露非個人資料的客戶資料，包括但不限於：

- (a) 任何滙豐集團成員；
- (b) 滙豐集團的任何代理、承包商、次承包商、服務供應商、再保人或聯營人士(包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問)；
- (c) 任何權力機關；
- (d) 涉及本公司或任何滙豐集團成員的任何業務轉讓、出讓、合併或收購的任何一方；
- (e) 就上述第(7)、(8)或(9)項所載的目的本公司或任何滙豐集團成員負有責任或必須或被期望向其作出披露或與其使用資料的任何人士；
- (f) 代表閣下行事的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、閣下擁有證券權益的公司(如該等證券由本公司或任何滙豐集團成員代閣下持有)；及
- (g) 就或有關收購服務權益或承擔服務風險的任何一方。