ManulifeMOVE Personal Information Collection Statement for ManulifeMOVE Members in Hong Kong

Definitions
1. “Data access request”, “data correction request”, “data subject”, “data user”, “direct marketing”, “matching procedures” and “personal data” used throughout this Notice shall have the meaning as defined in the Ordinance.

For the purpose of this Notice:

“customers” shall mean data subjects and include (but not be limited to) existing and prospective insurance policy owners, insured, beneficiaries and other persons designated or entitled to receive moneys and/or other benefits under an insurance policy; and members under an occupational retirement scheme; and scheme members under a mandatory provident fund scheme; and share/unit holders of investment funds.

“Hong Kong” shall mean the Hong Kong Special Administrative Region.

“Manulife” shall mean Manulife (International) Limited, Manulife Provident Funds Trust Company Limited, Manulife Asset Management (Hong Kong) Limited, or a Manulife Fund (as the case may be) in respect of its respective customers.

“Manulife Fund” shall mean any investment fund sponsored or managed from time to time by a member of the Manulife Group (including but not limited to Manulife Global Fund and Manulife Advanced Fund SPC) and “Manulife Funds” shall mean all such investment funds.

“Manulife Group” shall mean Manulife Financial Corporation and its subsidiaries and affiliates (including but not limited to Manulife (International) Limited, Manulife Provident Funds Trust Company Limited, Manulife Asset Management (Hong Kong) Limited, and Manulife Funds. The rights and obligations of each member of Manulife Group under this Notice are several and not joint. No member of Manulife Group shall be liable for an act or omission by another member of Manulife Group.

“Ordinance” shall mean Personal Data (Privacy) Ordinance.

Collection
2. From time to time, it is necessary for customers to supply Manulife with personal data in connection with the establishment or continuation of business relationship, or provision of products or services. Failure to supply such data may result in Manulife being unable to establish or continue the business relationship, or provide products or services.

3. It is also the case that personal data are collected or received by Manulife from and/or in respect of customers in the ordinary course of the continuation of the business relationship, for example, when an application is made for a change of beneficiary/insured member under the insurance policy; or when notification is made by the employer of a change of employment/address of an employee member of an occupational retirement scheme/mandatory provident fund scheme; or when a joint share holder of an investment fund applies for investment fund switching.

Purposes
4. The purposes for which personal data of a customer may be used will vary depending on the nature of the customer’s relationship with Manulife. Such purposes may include the following:

a. processing, assessing and determining applications or requests made by customers for products and/or services;

b. administering, maintaining, managing and operating products and/or services provided to customers;

c. confirming customer’s identity and uniquely identifying customer;

d. confirming the accuracy of the information collected;

e. understanding customer’s financial situation better, evaluating customer application, assessing the risks Manulife is assuming and reviewing claims submitted to Manulife;

f. any purposes in connection with any claims made by or against or otherwise involving customers in respect of any products and/or services including but not limited to making, defending, analysing, investigating, processing, assessing, determining or responding to such claims;

g. providing investment management services, dealing and advisory services, custody services and other services under the terms and conditions of the accounts a customer holds with Manulife;

h. performing any functions and activities related to products and/or services including but not limited to marketing, audit, reporting, research, analysis, reinsurance, and general servicing and maintenance of online and other services;

i. researching and/or designing products and/or services for customers, and promoting, improving and furthering the provision of products and/or services;

j. conducting matching procedures (as defined in the Ordinance, but broadly includes comparison of two or more sets of the data subject’s data, for purposes of taking actions adverse to the interests of the data subject, such as declining an application);

k. making disclosure under and/or complying with the requirements of any law, rules, regulations, codes of practice, guidelines or guidelines binding on or applicable to Manulife or any member of Manulife Group (whether within or outside Hong Kong) including but not limited to making disclosure to local or foreign regulators, governmental bodies, industry...
Definitions

“customers” received by Manulife from and/or in respect of customers of investment funds.

Provident Funds Trust Company Limited, Manulife Asset Global Fund and Manulife Advanced Fund SPC) and Manulife Fund (as the case may be) in respect of its mandatory provident scheme; and share/unit holders or entitled to receive moneys and/or other benefits under an investment fund switching.

The contract entered into between you and any Manulife member.

2. You must own at least one coverage of eligible plans.

3. The programme is operated by us, and the relevant provisions are subject to change (including without limitation, modification, suspension, termination, diversion, or withdrawal) at any time without notice. Reference to “we”, “our” or “us” includes any local representative or agent of Manulife.

4. Termination of Manulife MOVE

5. Personal data of a customer held by Manulife will be kept confidential but Manulife may transfer such data to the following persons and/or entities (whether within or outside Hong Kong) for any of the purposes set out in paragraph 4 above:

a. the policyholder and any person in connection with any claims made by or against or otherwise involving customers in respect of any products and/or services;

b. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, information technology, payment, data processing or storage, marketing, mailing, printing, telemarketing, customer satisfaction analysis, or other services to Manulife or any member of Manulife Group in connection with the operation of business, including any custodian, administrator, investment manager, investment advisor or distributor;

c. any credit reference agencies or, in the event of default, any debt collection agencies;

d. any advisor (including his or her employees) or other intermediary (including their employees);

e. reinsurers and medical service providers;

f. employers of the customers;

g. any person which has undertaken to Manulife or any member of Manulife Group to keep such data confidential;

h. any actual or proposed assignee, transferee, participant or sub-participant of the rights or business of Manulife or Manulife Group;

i. any member of Manulife Group;

j. any person to whom Manulife or any member of Manulife Group is under an obligation or otherwise required to make disclosure under the requirements of any law, rules, regulations, codes of practice, guidelines or guidelines binding on or applicable to Manulife or any member of Manulife Group including but not limited to any local or foreign regulators, governmental bodies, or industry recognised bodies;

k. any person to whom Manulife or any member of Manulife Group is under an obligation or otherwise required to make disclosure pursuant to any contractual or other commitment or arrangement with local or foreign regulators, governmental bodies, or industry recognised bodies (whether within or outside Hong Kong) that is assumed by or imposed on Manulife or any member of Manulife Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign regulators, governmental bodies, industry recognised bodies.

Transferees

m. for operational purposes, credit assessment, credit scoring models or statistical analysis (including in each case, behaviour analysis and evaluation on the overall relationship with Manulife Group which includes using such data to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Manulife Group and/or other use of data and information in accordance with any Manulife Group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities), whether on the data subjects or otherwise;

n. exercising any rights Manulife may have in connection with the provision to customers of products and/or services;

o. conducting identity and/or credit checks;

p. determining any amount of indebtedness owing to or from customers, and collecting and recovering any amount owing from customers or any person who has provided any security or undertaking for customers’ liabilities;

q. enabling an actual or proposed assignee, transferee, participant or sub-participant of the rights or business of Manulife or any member of Manulife Group to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;

r. purposes specifically provided for in any particular service or product offered by Manulife;

s. using customer’s health and wellness data received from the HealthKit framework to help customers track their health or wellness activity, provided that such data will not be used or shared with third parties for the purpose of serving advertising.

t. any purposes relating to the above (including seeking professional advices) or any other purposes in accordance with the general policies of Manulife or any member of Manulife Group in relation to insurance, occupational retirement schemes, mandatory provident fund schemes, investment funds, wealth management services and other financial products and services as set out in notices, circulars, or other terms and conditions made available by Manulife or any member of Manulife Group to customers from time to time.
USE OF PERSONAL DATA IN DIRECT MARKETING

6. Manulife intends to use, from time to time, customer’s personal data in direct marketing of the following products and services:
   a. insurance, provident funds and/or schemes, investment funds, wealth management services, or other financial products and services;
   b. reward, loyalty or privilege programmes and related products and services;
   c. products and services of co-branding partners of any member of Manulife Group (the names of such co-branding partners can be found in the application form(s) for the relevant products and services as the case may be).

Only the following kinds of personal data of the customer may be used in such direct marketing:
   a. name;
   b. gender;
   c. date of birth;
   d. part of identity card or passport number;
   e. contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
   f. information about the products and/or services the customer has purchased or applied, including the distribution channels (including their individual advisors or intermediaries) through which the products and/or services were purchased or applied for.

Manulife may not so use the data unless it has received the customer’s consent to the intended use.

PROVISION OF PERSONAL DATA FOR USE IN DIRECT MARKETING

7. Manulife intends to provide, from time to time and for money and other property, customer’s personal data to Manulife Group (other than Manulife itself) for use by Manulife Group in direct marketing of the following products and services:
   a. insurance, provident funds and/or schemes, investment funds, wealth management services, or other financial products and services;
   b. reward, loyalty or privilege programmes and related products and services;
   c. products and services of co-branding partners of any member of Manulife Group (the names of such co-branding partners can be found in the application form(s) for the relevant products and services as the case may be).

Only the following kinds of personal data of the customer may be provided to Manulife Group (other than Manulife itself) for use by Manulife Group in such direct marketing:
   a. name;
   b. gender;
   c. date of birth;
   d. part of identity card or passport number;
   e. contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
   f. information about the products and/or services the customer has purchased or applied, including the distribution channels (including their individual advisors or intermediaries) through which the products and/or services were purchased or applied for.

Manulife may not so provide the data unless it has received the customer’s written consent to the intended provision.

8. Under the Ordinance, a data subject has the right to:
   a. request access to his or her personal data;
   b. request correction of any of his or her personal data which is inaccurate;
   c. ascertain a data user’s policies and practices in relation to personal data;
   d. be informed of the kind of personal data held by the data user;
   e. be informed of the main purposes for which personal data held by the data user are or are to be used;
   f. make data access request and data correction request through the channel set out in paragraph 9 below.

9. In accordance with the provisions of the Ordinance, Manulife has the right to charge a reasonable fee for processing any data access request. Requests may be made in writing to the Privacy Officer at:
    Manulife (International) Limited
    22/F., Tower A, Manulife Financial Centre,
    223-231 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong.

(Version 20200429)