



## Notice to Customers relating to the Personal Data (Privacy) Ordinance

(Version 20130401-01)

### 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:
- processing, assessing and determining applications or requests made by customers for products and/or services;
  - administering, maintaining, managing and operating products and/or services provided to customers;
  - confirming customer’s identity and uniquely identifying customer;
  - confirming the accuracy of the information collected;
  - understanding customer’s financial situation better, evaluating customer application, assessing the risks Manulife is assuming and reviewing claims submitted to Manulife;

- 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;
- 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;
- 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;
- researching and/or designing products and/or services for customers, and promoting, improving and furthering the provision of products and/or services;
- 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);
- making disclosure under and/or complying with the requirements of any law, rules, regulations, codes of practice, guidelines or guidances 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 recognised bodies (whether within or outside Hong Kong) such as federations or associations of insurers, credit reference agencies or auditors;
- complying with 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, or industry recognised bodies;
- 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;
- exercising any rights Manulife may have in connection with the provision to customers of products and/or services;
- conducting identity and/or credit checks;
- 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;
- 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;
- purposes specifically provided for in any particular service or product offered by Manulife;
- 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.

## TRANSFEREES

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:
- any person in connection with any claims made by or against or otherwise involving customers in respect of any products and/or services;
  - 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;
  - any credit reference agencies or, in the event of default, any debt collection agencies;
  - any advisor (including his or her employees) or other intermediary (including their employees);
  - reinsurers and medical service providers;
  - employers of the customers;
  - any person which has undertaken to Manulife or any member of Manulife Group to keep such data confidential;
  - any actual or proposed assignee, transferee, participant or sub-participant of the rights or business of Manulife or Manulife Group;
  - any member of Manulife Group;
  - 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 guidances 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;
  - 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.

## 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:
- insurance, provident funds and/or schemes, investment funds, wealth management services, or other financial products and services;
  - reward, loyalty or privilege programmes and related products and services;
  - 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:

- name;
- gender;
- date of birth;
- part of identity card or passport number;
- contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
- 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:
- insurance, provident funds and/or schemes, investment funds, wealth management services, or other financial products and services;
  - reward, loyalty or privilege programmes and related products and services;
  - 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:

- name;
- gender;
- date of birth;
- part of identity card or passport number;
- contact information (including but not limited to phone number, fax number, email address, correspondence address and residential address);
- 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:
- request access to his or her personal data;
  - request correction of any of his or her personal data which is inaccurate;
  - ascertain a data user's policies and practices in relation to personal data;
  - be informed of the kind of personal data held by the data user;
  - be informed of the main purposes for which personal data held by the data user are or are to be used;
  - 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.

Manulife Provident Funds Trust Company Limited  
22/F., Tower A, Manulife Financial Centre, 223-231 Wai Yip Street,  
Kwun Tong, Kowloon, Hong Kong.

Manulife Asset Management (Hong Kong) Limited  
22/F., Tower A, Manulife Financial Centre, 223-231 Wai Yip Street,  
Kwun Tong, Kowloon, Hong Kong.

Manulife Global Fund, Manulife Advanced Fund SPC, or any of other Manulife Funds  
22/F., Tower A, Manulife Financial Centre, 223-231 Wai Yip Street,  
Kwun Tong, Kowloon, Hong Kong.



## 有關《個人資料(私隱)條例》的客戶通知 (20130401-01 版本)

### 定義

1. 本通知中使用的「查閱資料要求」、「改正資料要求」、「資料當事人」、「資料使用者」、「直接促銷」、「核對程序」及「個人資料」，具有《條例》中規定的含義。

就本通知而言：

「**客戶**」指資料當事人，包括（但不限於）現有及潛在保單持有人、受保人、受益人或指定或有權獲得保單下的款項及/或其他利益的其他人士；及職業退休計劃下的成員；及強積金計劃下的計劃成員；及投資基金的股份/單位持有人。

「**香港**」指香港特別行政區。

「**宏利**」指與各自客戶相關的宏利人壽保險(國際)有限公司、宏利公積金信託有限公司、宏利資產管理(香港)有限公司或某一宏利基金(視情況而定)。

「**某一宏利基金**」指由宏利集團的某一成員不時所發起或管理的任何投資基金(包括但不限於宏利環球基金及宏利盈進基金SPC)，而「**宏利基金**」指所有此等投資基金。

「**宏利集團**」指宏利金融有限公司及其子公司和關聯公司(其中包括但不限於宏利人壽保險(國際)有限公司、宏利公積金信託有限公司、宏利資產管理(香港)有限公司)及宏利基金。宏利集團每一成員於本通知下的權利和義務，均為單獨而非連帶的。對於宏利集團另一成員的任何作為或不作為，宏利集團的任何其他成員概不承擔任何責任。

「**條例**」指《個人資料(私隱)條例》。

### 收集

2. 為建立或繼續業務關係或提供產品或服務，客戶需要不時向宏利提供個人資料。如未能提供該等資料可能導致宏利無法建立或繼續業務關係，或無法提供產品或服務。
3. 另外，宏利在業務關係存續的正常過程中(例如，申請變更保單下的受益人/受保人；或僱主通知變更參與職業退休計劃/強積金計劃的僱員成員的僱用情況/地址；或投資基金聯合股份持有人申請基金轉換)從客戶處及/或針對客戶收集或獲得個人資料。

### 目的

4. 取決於客戶與宏利的關係性質，使用客戶個人資料的目的各有不同。該等目的可能包括：
- (a) 處理、評估和確定客戶對產品及/或服務的申請或要求；
  - (b) 執行、維持、管理和運作向客戶提供的產品及/或服務；
  - (c) 確認客戶身份並識別客戶；
  - (d) 確認所收集資訊的準確性；
  - (e) 加深了解客戶的財務狀況、評估客戶申請、評估宏利所承擔的風險並審核提交給宏利的理賠；
  - (f) 與客戶提出、針對客戶提出或在其他方面涉及客戶的、與任何產品及/或服務相關的任何索賠有關的任何目的，其中包括但不限於提出該等索賠、就其進行辯護、分析、調查、處理、評估、確定和應對；
  - (g) 根據客戶在宏利持有的帳戶的條款和條件提供投資管理服務、交易和顧問服務、託管服務和其他服務；
  - (h) 履行與產品及/或服務相關的任何職責和活動，包括但不限於市場

推廣、審計、報告、研究、分析、再保險以及一般服務和維持網上及其他服務；

- (i) 為客戶研究及/或設計產品及/或服務、宣傳、改進和改善產品及/或服務的提供；
- (j) 開展核對程序(定義見《條例》，但廣義包括對資料當事人兩套或更多套的資料進行比對，以採取不利於資料當事人的行動，例如拒絕申請)；
- (k) 根據對宏利或宏利集團任何成員(無論在香港境內還是境外)有約束力或對其適用的任何法律、法規、規章、守則、指引或指南的規定進行披露，包括但不限於向當地或外國的監管機構、政府機構、諸如保險公司聯會或協會等公認行業組織(無論在香港境內還是境外)、信貸資料服務機構或審計機構進行披露；
- (l) 由於宏利或宏利集團任何成員在相關當地或外國監管機構、政府機構、或公認行業組織(無論在香港境內還是境外)所在司法管轄區的或涉及該等司法管轄區的財務、商業、業務或其他利益或活動而由宏利或宏利集團任何成員承擔或施加給其的、與該等當地或外國監管機構、政府機構、或公認行業組織之間的任何合同、其他承諾或安排；
- (m) 用於經營目的、信貸評估、信貸評分模型或統計分析(每項均包括行為分析以及對與宏利集團之間總體關係的評估，其中包括為遵守關於在宏利集團內部共用資料和資訊的任何義務、要求、政策、程序、措施或安排而使用該等資料，及/或根據宏利集團內任何有關遵守制裁或防止或發現洗錢、為恐怖分子提供資金或其他非法活動的計劃而對資料和資訊進行的其他使用)，無論是針對資料當事人還是其他人的；
- (n) 行使宏利在向客戶提供產品及/或服務方面可能享有的任何權利；
- (o) 進行身份及/或信貸核查；
- (p) 確定應向客戶支付或客戶應付的任何債務金額，向客戶或向為客戶債務提供任何擔保或承諾的任何人收取和追討任何應收金額；
- (q) 使宏利或宏利集團任何成員的權利或業務的實際或擬議受讓人、承讓人、參與人或次級參與人能對該等轉讓、參與或次級參與擬涉及的交易進行評估；
- (r) 宏利提供的任何特定服務或產品中具體規定的目的；
- (s) 與上述相關的任何目的(包括尋求專業意見)，或根據宏利或宏利集團任何成員的一般政策進行的、與保險、職業退休計劃、強積金計劃、投資基金、財富管理服務以及宏利或宏利集團任何成員不時向客戶提供的通知、通告或其他條款和條件中所述的其他金融產品和服務相關的任何其他目的。

### 承轉人

5. 宏利持有的客戶個人資料將予以保密，但宏利可就上文第4條所載的任何目的將該等資料移轉給下列人士及/或實體(無論在香港境內還是境外)：
- (a) 與客戶、針對客戶或涉及客戶就任何產品及/或服務提起的任何索賠相關的任何人士；
  - (b) 向宏利或宏利集團任何成員提供與業務經營相關的行政管理、電信通訊、電腦、資訊技術、付款、資料處理或儲存、市場推廣、郵寄、列

印、電話行銷、客戶滿意度分析或其他服務的任何代理、承辦商或第三方服務供應商，包括任何託管人、執行人、投資管理人、投資顧問或分銷商；

- (c) 任何信貸資料服務機構或（如出現付款違約）任何債務托收機構；
- (d) 任何顧問（包括其僱員）或其他中介人士/機構（包括其僱員）；
- (e) 再保險商和醫療服務供應商；
- (f) 客戶的僱主；
- (g) 已向宏利或宏利集團任何成員承諾將對該等資料保密的任何人士；
- (h) 宏利或宏利集團的權利或業務的任何實際或擬議受讓人、承讓人、參與人或次級參與人；
- (i) 宏利集團的任何成員；
- (j) 宏利或宏利集團任何成員根據對其有約束力或適用的任何法律、法規、規章、守則、指引或指南的規定有義務或必須向其披露的任何人士，其中包括但不限於任何當地或外國的監管機構、政府機構或公認行業組織；
- (k) 根據由於宏利或宏利集團任何成員在相關當地或外國監管機構、政府機構、或公認行業組織（無論在香港境內還是境外）所在司法管轄區的或涉及該等司法管轄區的財務、商業、業務或其他利益或活動而由宏利或宏利集團任何成員承擔或施加給其的、與該等當地或外國監管機構、政府機構、公認行業組織之間的任何合同、其他承諾或安排，有義務或必須向其披露的任何人士。

## 個人資料在直接促銷中的使用

6. 宏利擬在下列產品和服務的直接促銷中不時使用客戶的個人資料：
- (a) 保險、公積金及/或公積金計劃、投資基金、財富管理服務或其他金融產品和服務；
  - (b) 獎勵、忠誠度或特權計劃及相關產品和服務；
  - (c) 宏利集團任何成員的合作品牌夥伴的產品和服務（合作品牌夥伴名稱見相關產品和服務（視情況而定）的申請表）。

在該等直接促銷中，僅可使用下列類型的客戶個人資料：

- (a) 姓名；
- (b) 性別；
- (c) 出生日期；
- (d) 身份證或護照號碼的一部分；
- (e) 聯絡資料（包括但不限於電話號碼、傳真號碼、電郵地址、通訊地址及住宅地址）；
- (f) 客戶已購買或申請的產品及/或服務的資料，包括購買或申請的產品及/或服務的分銷渠道（包括其個人顧問或中介機構）。

除非宏利已經就擬議使用獲得客戶的同意，否則不得如上所述使用資料。

## 提供個人資料作直接促銷

7. 宏利擬向宏利集團（除宏利本身之外）不時提供客戶的個人資料供宏利集團就下列產品和服務作直接促銷之用，以換取**金錢和其他財產**：
- (a) 保險、公積金及/或公積金計劃、投資基金、財富管理服務或其他金融產品和服務；
  - (b) 獎勵、忠誠度或特權計劃及相關產品和服務；
  - (c) 宏利集團任何成員的合作品牌夥伴的產品和服務（該等合作品牌夥伴名稱見相關產品和服務（視情況而定）的申請表）。

僅可向宏利集團（除宏利本身之外）提供下列類型的客戶個人資料供宏利集團作該等直接促銷之用：

- (a) 姓名；
- (b) 性別；
- (c) 出生日期；
- (d) 身份證或護照號碼的一部分；
- (e) 聯絡資料（包括但不限於電話號碼、傳真號碼、電郵地址、通訊地址及住宅地址）；
- (f) 客戶已購買或申請的產品及/或服務的資料，包括購買或申請的產品及/或服務的分銷渠道（包括其個人顧問或中介機構）。

除非宏利已就擬議提供獲得客戶的書面同意，否則不得如上所述提供資料。

8. 根據《條例》，資料當事人有權：
- (a) 要求查閱其個人資料；
  - (b) 要求對其任何不準確的個人資料進行改正；
  - (c) 查明資料使用者在個人資料方面的政策和慣例；
  - (d) 了解資料使用者持有的個人資料類型；
  - (e) 了解資料使用者持有的個人資料的主要目的或主要擬議目的；
  - (f) 通過下文第9條所載的渠道提出查閱資料要求和改正資料要求。
9. 根據《條例》規定，宏利有權就處理任何查閱資料要求收取合理費用。要求可以書面形式提交給個人資料主任：

宏利人壽保險（國際）有限公司

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宏利公積金信託有限公司

香港九龍觀塘偉業街223-231號宏利金融中心A座22樓

宏利資產管理（香港）有限公司

香港九龍觀塘偉業街223-231號宏利金融中心A座22樓

宏利環球基金、宏利盈進基金SPC、或任何其他宏利基金

香港九龍觀塘偉業街223-231號宏利金融中心A座22樓