

APPLICATION FORM FOR COVER IN RESPECT OF A MORTGAGE LOAN UNDER THE MORTGAGE INSURANCE PROGRAMME

「按揭保險計劃」按揭貸款申請書

Form MIP 201805

Applicant(s) (the "Applicant") who is/are the intending mortgagor(s) of the property (the "Property"), together with the co-borrower(s) and/or the guarantor(s) who make(s) an application hereunder jointly with the mortgagor(s), should complete this Application Form in English, with assistance provided by the intending lender (the "Lender"). (The term "Lender" means the "Insured" as defined in the Operational Manual of the Mortgage Insurance Programme operated by HKMC Insurance Limited (the "HKMCI") or, in the event that the Lender chooses to insure the mortgage loan with a mortgage insurer other than the HKMC ,such mortgage insurer is known as the "Insurer", as defined in the Master Mortgage Insurance Policy which the Lender has entered into with the Insurer). Please complete this Application Form by marking "\scrt{"}" in the optional boxes and deleting the inappropriate parts denoted by "*".

擬作為物業(下稱「該物業」)抵押人的申請人(等)(下稱「申請人」)、須聯同一起提出申請的聯名借款人(等)及/或擔保人(等)、在擬貸款人(下稱「貸款人」)的協助下以英文填寫此申請書。(「貸款人」乃香港按證保險有限公司(下稱「按證保險公司」)為其「按揭保險計劃」所制定的《營運手冊》中所訂明為「受保人」的一方。或在貸款人就按揭貸款選擇以按揭證券公司以外的按揭承保人投保的情況下此按揭承保人稱為「承保人」、在貸款人與承保人所簽訂的《按揭保險綜合保單》中所訂明)。填寫此申請書時、請於適當的選擇方格內劃上「✓」號、及在註有「*」號的位置刪去不適用的部分。

[Note: Fields marked with "#" are not applicable to Obligor 1 where it is a company limited by shares ("shelf company") and the loan is a "Non Owner-Occupied Property Loan"].

[附註: 註有「#」號的填寫欄並不適用於債務人一·如債務人一為股份有限公司(下稱「空殼公司」)而貸款屬於「非自住用途之物業按揭貸款」。]

OBLIGORS^(a) 債務人(等)

•	•					
	OBLIGOR 1 債務人一			GOR 2 系人二	OBLIGOR 3 債務人三	
Have you ever been a borrower/co-borrower of mortgage loan(s) under the Mortgage Insurance Programme? 閣下曾否是 「按揭保險計劃」下之按揭貸款借款人/聯名借款人?	□ Yes 是	□ No 否	□ Yes 是	□ No 否	□ Yes 是	□ No 否
Have you ever been an owner or co-owner of any residential property in Hong Kong in the 5 years preceding the Date of the Provisional Sale and Purchase Agreement?	☐ Yes 是	□ No 否	☐ Yes 是	❑ No 否	☐ Yes 是	□ No 否
於臨時買賣合約簽署日期前的 5 年內, 閣下曾否於香港擁有或與 其他人共同擁有任何住宅物業?						
	□ Borrower ^(b) 借款人	□ Mortgagor ^(b) 抵押人	□ Borrower (b) 借款人 □ Guarantor 擔保人	□ Mortgagor (b) 抵押人	□ Borrower (b) 借款人 □ Guarantor 擔保人	☐ Mortgagor ^(b) 抵押人
Surname / Company Name 姓氏/公司名稱						
Given Name [#] 名字 [#]	-					
Other Name [#] 別名 [#]						
HKID or Passport Number [#] 香港身份證或護照號碼 [#] Passport Issue Country						

05/2018 1

護照簽發國家

Further details of Obligor 1 (applicable only to a Non Owner-Occupied Property Loan and where Obligor 1 is a shelf company) 債務人一的詳細資料只適用於「非自住用途之物業按揭貸款」而債務人一為空殼公司 **Business Registration** Company Number: Number: 公司編號: 商業登記號碼: Place of Incorporation □ HK 香港
□ Other 其他:___ Date of Incorporation: (Y) (D) (M) 成立地點 (日) (月) (年) 成立日期: Registered Office: 註冊辦事處地址: Business activities other than □ No 否 ☐ Yes 有 property holding and letting 從事持有及出租物業以外之商 Please specify (if yes): 業活動 請註明(如有) Marital Status#: ■ Single 單身 ■ Single 單身 ■ Single 單身 ■ Married 已婚 ■ Married 已婚 ■ Married 已婚 婚姻狀況#: ■ Others 其他 ■ Others 其他 ■ Others 其他 Current Home Address#: 現居住址#: ■ Self-owned □ Rented ■ Self-owned □ Rented ■ Self-owned Rented 白置 和用 和用 白置 和用 白置 Mortgaged ■ Other 其他 Mortgaged ☐ Other 其他 Mortgaged ■ Other 其他 已按揭 已按揭 已按揭 Please specify: Please specify: Please specify: 請註明: 請註明: 請註明: If Rented/Mortgaged, Monthly Payment#: 如租用/已 按揭,每月繳付租金/按揭供款 額#: Years of residing#: Month(s) Month(s) _Year(s) Year(s) Year(s) Month(s) (月) (年) (月) (年) (月) 居住年期#: (年) ■ Yes 有 ☐ No 否 ☐ No 否 ■ Yes 有 Owning other properties: ■ Yes 有 ☐ No 否 Please state: Please state: Please state: 擁有其他物業: 請註明: 請註明: 請註明: Address: Address: Address: 地址: 地址: 地址: Mortgage Mortgage Mortgage payment if any: payment if any: payment if any: 按揭供款額 按揭供款額 按揭供款額 (如有): (如有): (如有): Occupant: Occupant: Occupant: 住客: 住客: 住客: Telephone Numbers#: (Home) (Home) (Home) 電話號碼#: (住宅) (住宅) (住宅) (Office) (Office) (Office) (辦公室) (辦公室) (辦公室) (Mobile) (Mobile) (Mobile) (手提) (手提) (手提)

2

Date of Birth [#] : 出生日期 [#] :		(D)	(M)		(D)	(M)		(D)	(M)	,, ,
		(日)	(月)	(年)	(日)	(月) (年)	(日)	(月	(年)
Relationship with Oblig 與債務人一之關係 [#] :	or 1 [#] :									
Occupation & Position [#] 職業及職位 [#] :	:									
Employment Type [#] : 職業類別 [#] :		□ Regular sala □ Non-regular □ Self-employ 自僱(專業 □ Self-employ 自僱(非專 □ Others 其他	salari ed (pr 美人士 ed (no 專業人	ed 非固定收入 ofessional)) on-professional)	□ Self-employ 自僱(專業	salar ed (pr 人士 ed (no 專業人	ied 非固定收入 rofessional)) on-professional)	□ Self-emplo 自僱(專	ar salar oyed (pr 業人士 oyed (no 專業人	ried 非固定收入 rofessional) :) on-professional)
Name of Current Emplo 現僱主名稱 [#] :	oyer [#] :									
Office Address/Registe Office (for shelf compa only):										
工作地點										
Duration of Current Employment [#] : 現職年期 [#] :			r(s) (≡)	Month(s) (月)	<u></u>	ır(s) _ Έ)	Month(s) (月)	<u> </u>	ear(s) _ (年)	Month(s) (月)
Monthly Salary [#] : 月薪 [#] :										
Previous Employment current employment is than 1 year) #: 前職(如现少於1年)#:	less									
Duration of Previous		Year	(s)	Month(s)	Yea	r(s) _	Month(s)	Ye	ar(s) _	Month(s)
Employment [#] : 前職年期 [#] :		(2)	筆)	(月)	2)	筆)	(月)		(年)	(月)
Other Regular Monthly Income: 其他固定之每月收入:										
Details of all Debts ^(c) : 所有債務之詳情 ^(c) :		Nature and Outstanding Amou 性質及尚欠金額		Monthly Repayment 每月還款	Nature and Outstanding Amou 性質及尚欠金		Monthly Repayment 每月還款	Nature and Outstanding Am 性質及尚欠金	<u>nount</u>	Monthly Repaymen 每月還款
						_ ·			<u> </u>	
PROPERTY 該物	業									
Mortgage Type: 按揭類別:		st Legal Charge 一法律押記	(FLC		table Mortgage (法按揭	EM)				
物業地址:			樓層: _	Block B	·		Building 大廈名稱:			
	Appurter 附屬物:				Car park 車位:	spac				
	Estate / 屋苑/地	DD Lot No.: 段編號: <u> </u>			Street: 街道:					
	District #	也區:			HK/KLN/	/NT*	香港/九龍/新界*			
,	Village F	louse 村屋 □	l Yes	是 □ No 否						

Name of Developers (F發展商名稱(只適用)		Consent Scheme (For EM only): ☐ Yes 是 ☐ No 否 預售樓花同意書(只適用於衡平法按揭):					
Area: 面積:	(Gross) (建築)	_(ft²) (平方呎)	((Saleable) (實用)		(ft²) (平方呎)	
Purchase Price: 購入價:	\$		Age of Property: 樓齡:		(years) (年)		
			Building Completion 落成日期(只適用)			(Date/Month/Year) (日 / 月 / 年)	
Cash rebate: 現金回贈:	\$	_	Offered by Dev 提供者 發展	/eloper □ lı 展商 □	•		
Value of other incentives: 其他優惠價值:	\$	_	Others, please spec 其他·請註明:	zify :			
Net Purchase Price: 淨購入價:	\$						
To be occupied by : 將 作為右列債務人之 居 所 :	(Not applicable to a Non O (不適用於「非自住用途之			n)			
(Please note paragraphs 8(b) and 18 of the "Declaration") (請留意「聲明書」第 8(b)及 18 段)	Obligor 1: YES 是 / NO 否* 債務人一:		Obligor 2: YES 債務人二:	是 / NO 否*		Obligor 3:YES 是/NO 否* 債務人三:	
Details of tenancy agreement (if any) 租賃合約的詳情(如	(Applicable only to a Non ((只適用於「非自住用途之			an)			
有)	Monthly rent \$ 每月租金收入	_					
	For a period of 租賃年期	year(s (年))				
	commencing on 生效日期		_(Date/Month/Year) a (日 / 月 / 年)	and 及			
	expiring on 屆滿日期		Month/Year) 月 / 年)				
Date of Provisional Sale & Purchase Agreement: 臨時買賣合約簽署日期:	(Date/Mol (日 / 月 / ²		Expected draw 預計提取貸款			(Date/Month/Year) (日 / 月 / 年)	

Appraisal Value of Property: 物業估值:	\$				By ∉	[Internal Quali 內部合資格/ Internal Value 內部合資格 External Qua 外聘合資格	古價師 er + Ve 估價師 lified V	rbal Chec + 外聘合 aluer			
							_					Ref. :	
						價師代號		non			直參考約		
					估	價公司名	iiii i稱	pany : :					
Date of Valuation: 估值日期:			_ (Date/Month/Y (日 / 月 / 年)	ear)									
Fire Insurance: (for First Legal Charge only) 火險(只適用於第一法 律押記)		ividual (self- 別(自行安排				dual (ban 銀行安排		rranged)		Block 大廈		Master 綜合	
MORTGAGE LO	AN 按	喝貸款											
Loan Amount: 貸款金額:	mount: \$			Loan-to-value ratio (excluding financed Premium): 按揭成數 (不包括以貸款支付保費的金額):					%				
						ı-to-value l成數門檻		reshold:		having o	utstand 於債務	oplicable to ing mortgag 务人擁有才	
Refinancing Loan:		YES 是 /	NO 否*										
轉按貸款:		If YES, current outstanding princi 如是·現時之本金結欠金額:				cipal balance: \$							
		For Cash-out Refinancing Loa 只適用於「再融資按揭貸款」											
		Cash-out Amount: \$ 再融資貸款金額:			Date of Formal S&P Agreen 正式買賣合約之簽署日期				Agreem 肾日期:	ent :			
			Purpose (for refe 供參考):	rence	e only):							
			ne decoration 号裝修			Educatio 教育	n						
			t consolidation 8合併					please specif 注明性質:	y the na	ature:			
		☐ Pure 購物	chase of goods					ase specify the 主明性質:	nature):			
Gross Mortgage Rate: 按揭利率:								he Insured (i.e 現金回贈	e. Bank)) \$			

Rate:	or Floating Interest 或浮動利率:	□ Fixed - Term of F 定息年期	Fixed Into	erest Rate:		vears) (年)	
		Floating : 浮動利率:		Fixed Term 固定年期		Fixed Instalment P 固定供款	ayment
Length Period 供款名		Mo	onths (Mo (伊	onthly/Bi-weekly* Ri 共款週期: 每月/每	epayment) :雙周*)		
Amour 供款s	nt of Instalment Payment (金額(本金+利息)	Principal + Interest): \$		(excludii (不包持	ng any finai 舌以貸款す	ncial premium) 5付保費的金額)	
Premiu	nge Insurance um: 呆險保費:	□ Single 一次性支	付		☐ Annu	ual 按年支付	
	Premium Rate: 保費收費率:	9	%		Initial: 首年:		_%
					Renewa 每年續個	l: 呆:	_%
	Premium Amount: 保費金額:	\$			Initial: 首年:	\$	
					Renewa 每年續條	l: \$ 呆:	
	Premium" to be financed by	YES是/NO否*					
the Loai 以貸款	n. 支付一次性保費	If YES, Total Loan Re如是·總貸款金額:	equested	: \$			
Total Ar Paymer 總供款		\$		_ (including the fination) (包括以貸款支付金額。)	•	•	
	Premium Refund Policy 图回保費安排並不適用於		the follo	wing types of mor	tgage loan	<u>!</u>	
(i)	Loan with loan-to-value r 按揭成數達 90%以上之	atio above 90%; 貸款;					
(ii)	Cash-out Refinancing Lo 「再融資按揭貸款」;	an;					
(iii)	Loan with tenor exceedin 貸款年期超過 30 年之貸						
(iv)	Non Owner-Occupied Pro 「非自住用途之物業按						
(v)	Loan with mortgage insul以按年形式支付按揭保		e annuall	y.			

Please refer to the Lender for further details (including the percentage of refund amount) of the Premium Refund Policy. 有關退回保費安排之詳情(包括退款金額之比率)·請向貸款人查詢。

DECLARATION(d) 聲明書

To each of the Lender, the HKMCl or Insurer and, in respect of paragraphs 12 and 13 below, to TransUnion Limited and/or any other credit reference agencies in Hong Kong (collectively the "CRA") (in this Declaration, unless otherwise specified, (a) all references to an entity shall include its successors and assigns; (b) all references to the "related bodies" of an entity shall mean the agents, contractors, service providers and other relevant third parties of that entity; and (c) all references to a document shall include any subsequent amendment or supplement thereto from time to time):

致貸款人、按證保險公司或承保人,以及就下文第 12 及 13 段,致環聯資訊有限公司及/或在香港之任何其他信貸資料服務機構(統稱「信貸資料服務機構」)(在本聲明書中,除另有所指外,(a)所有對任何實體的提述包括其承繼人及受讓人;(b)所有對任何實體的「相關機構」的提述是指有關實體的代理人、合約承包商、服務提供者及有關其他第三者;及(c)所有對任何文件的提述包括其後對該文件作出的修訂或補充):

Each of the Obligors hereby agrees, declares, confirms and acknowledges as follows:

各債務人謹此同意、聲明、確定並確認以下事項:

- 1. The information in this Application Form and any documents attached herewith or provided by any of the Obligors in relation to this application is true, correct, updated and complete, and each of the Obligors hereby authorise the Lender, the HKMCI or Insurer and/or the mortgage reinsurers in relation to the mortgage insurance cover in respect of the loan under this application (including their respective related bodies) to verify or confirm the same, directly or indirectly or through the CRA or from any source or in any manner as they may choose or deem appropriate.
 - 各債務人在本申請書及任何附帶文件內所載或任何債務人就本申請提供之資料均屬真實、正確、最新和完整的。各債務人謹此授權貸款人、按證保險公司或承保人及/或與關乎根據本申請所作貸款的按揭保險有關的按揭再保險公司,可按其選擇直接、間接或透過信貸資料服務機構或任何其他途徑或形式,以其選擇或認為適當的方法,加以核實或確認有關資料。
- 2. The signature of each of the Obligors (other than Obligor 1 if it is a shelf company) on this Application Form is the same as on the relevant bank account(s) maintained with the Lender and (for Obligor 1 if it is a shelf company) the authorised signatory(ies) of Obligor 1 has/have been duly authorised to operate the relevant bank account(s) maintained with the Lender and his/her/their signature(s) is/are the same as that/those provided to the Lender.
 - 各債務人(若債務人一為空殼公司除外)在本申請書上之簽署式樣與其於貸款人處開立之相關銀行帳戶之簽署式樣相同。債務人一(若債務人一為空殼公司)的授權簽署人已獲正式授權可處理於貸款人處開立之相關銀行賬戶,而其簽署式樣與提供予貸款人之簽署式樣相同。
- 3. The use of the loan under this application is subject to the terms and conditions set out in this Application Form, the facility letter and/or the terms and conditions of the loan as the Lender may stipulate and provide to each of the Obligors prior to the signing of such facility letter.

 根據本申請所作出貸款的用途乃受本申請書、授信函及/或在簽署該授信函前貸款人訂定及發予各債務人之貸款條款及細則所規範。
- 4. None of the Obligors (other than Obligor 1 if it is a shelf company), for the past 8 years, (save and except as disclosed in this Application Form), has been declared bankrupt or is the subject of any judgment or legal proceedings in relation to any insolvency matters in the courts/tribunals of Hong Kong.
 - 除已於本申請書內作披露‧各債務人(若債務人一為空殼公司除外)在過去 8 年並未曾被宣告破產亦未曾涉及由香港法院/審裁處所判決或處理的任何有關無力償還債務之裁決或法律訴訟。
- 5. Where Obligor 1 is a shelf company, no winding up or similar proceeding has ever been commenced or is currently pending against Obligor 1 and that the shareholder(s) of Obligor 1 has/have not resolved for its dissolution.
 - 如債務人一為空殼公司,其從未被清盤或被提出類似之法律程序,目前亦沒有針對債務人一的待決清盤或類似之法律程序,而債務人一之股東(等)也沒有通過決議將其解散。
- 6. None of the Obligors, for the past 7 years:

各債務人在過去7年:

- (a) has been a mortgagor or borrower under any legal charge/mortgage of any property in Hong Kong in respect of which the mortgagee powers have been exercised; or
- 並未就任何有關在香港的物業的法定押記/按揭作為抵押人或借款人·而該法定押記/按揭下抵押權人的權力已被行使。
- (b) has been involved in any judgment or legal proceedings in relation to any debt related matters commenced by any financial institutions in the courts/tribunals of Hong Kong.
- 並未曾涉及由香港法院/審裁處所判決或處理的任何有關金融機構提供的債務之裁決或法律訴訟。
- 7. Where Obligor 1 is a shelf company, all corporate and other actions have been taken to authorise the authorised signatory(ies) of Obligor 1 to sign this Application Form and any other documents and to do such acts and things as may be necessary for the purpose of this application for and on behalf of Obligor 1.
 - 如債務人一為空殼公司,其已執行所有公司及其他行動以授權其授權簽署人代表債務人一簽署本申請書及任何其他文件,以及代表債務人一為本申請辦理所需之手續及事項。
- 8. In respect of the Property:

就該物業而言:

(a) the down payment for the purchase of the Property was paid by the Obligor(s) from his/her/its/their own source (or where Obligor 1 is a shelf company, from the equity or loan capital from its shareholder(s)) and that such down payment was not financed by any loan or banking/credit facility provided by any third party (other than shareholder's equity or loan referred to above); and 該物業的首期是以債務人(等)的資產支付(若債務人一為空殼公司,則從其股本金或股東(等)之借貸資本支付),而並非任何第三者提供的貸款或銀行融資/信貸安排(上述之股本金或股東借貸資本除外)支付;及

- (b) where it is indicated in this Application Form that the Property will be occupied by any one or more of the Obligors, each of the relevant Obligor(s) shall be deemed to have made an express declaration that he/she intends to occupy and continue to occupy the Property, and any change in the occupancy status of the Property shall be forthwith reported to the Lender.

 加於本中詩書中種明該物業將作為任何一個成名於一個信務人之民所則各有關信務人將納到作已就對打算及持續民任於該物業作出
 - 如於本申請書中標明該物業將作為任何一個或多於一個債務人之居所,則各有關債務人將被視作已就其打算及持續居住於該物業作出明確聲明。如該物業的居住情況有任何改變應立即向貸款人申報。
- 9. Save and except as disclosed herein, none of the Obligors has obtained any mortgage loans in relation to any other properties in Hong Kong which is still outstanding.
 - 除已於本申請書中作披露,各債務人並無就任何其他在香港的物業取得按揭貸款,而該按揭貸款尚未完全清還。
- 10. Each of the Obligors understands and agrees that the Lender will obtain mortgage insurance from the HKMCl or Insurer at the Lender's sole discretion for the Lender's own protection, interest and benefit and, for such purposes, each of the Obligors hereby authorises the Lender to, for and on behalf of each of the Obligors, provide documents and information and to make representations and/or statements to the HKMCl or Insurer, for an on behalf of each of the Obligors, in relation to its application for such mortgage insurance by adopting, using and/or relying on the documents, information, statements and representations given/made in this Application Form (including but not limited to this Declaration). 各債務人明白及同意貸款人可自行酌情決定就其自身之保障、權益及利益向按證保險公司或承保人申請按揭保險。為此,各債務人謹此授權貸款人採納、使用及/或依據本申請書內提供/作出的文件、資料、陳述及聲明(包括但不限於本聲明書),就其按揭保險申請,代表各債務人,向按證保險公司或承保人提供文件及資料,以及作出聲明及/或陳述。
- 11. The use of the loan which may be granted by the Lender under this application is subject to the terms and conditions of the Master Mortgage Insurance Policy (the "Policy") for the Lender's own protection, interest and benefit. Notwithstanding that the Obligor(s) is/are required to pay the Lender an amount equal to the premium payable by the Lender for the mortgage insurance cover provided to the Lender by the HKMCI or Insurer pursuant to the Policy, the Policy is for the sole and exclusive benefit of the Lender, and that none of the Obligors shall be deemed to be a party to it, or a beneficiary of it, and that no payment made under the Policy to the Lender shall affect or reduce the Lender's rights of remedy against any of the Obligors in the event of default of the loan.

貸款人擬根據本申請所批出貸款的用途須受貸款人就其自身的保障、權益及利益簽定之《按揭保險綜合保單》內之條款及細則約束。 儘管債務人(等)須向貸款人繳付一筆相等於貸款人就按證保險公司或承保人根據《按揭保險綜合保單》對其提供按揭保險向按證保險公 司或承保人支付保費的金額,貸款人乃《按揭保險綜合保單》之唯一受益人,任何債務人均不會被視為《按揭保險綜合保單》下的合約 一方或受益人。而根據《按揭保險綜合保單》向貸款人支付的任何款項將不會影響或減少貸款人因債務人違約而擁有之索償權。

12. Each of the Obligors (other than Obligor 1 if it is a shelf company) hereby authorises the HKMCI or Insurer:

各債務人(若債務人一為空殼公司除外)謹此授權按揭證券公司或承保人:

to obtain, on his/her behalf and within 90 days from the day of signing of this Application Form by the relevant Obligor, a copy of his/her credit report from the CRA for the purposes of mortgage insurance cover to be granted by the HKMCI or Insurer relating to the Property and other related purposes, and any other purposes in connection with the mortgage related business of the HKMCI, or its parent company, The Hong Kong Mortgage Corporation Limited (the "HKMC") or Insurer, including without limitation the purchase of mortgage portfolio by the HKMC or Insurer and the administration thereof, and in this connection consents to and authorises the CRA to provide a copy of the credit report directly to the HKMCI or Insurer without having first sent him/her a copy for review.

在相關債務人簽署本申請書起計的 90 日內·代表其向信貸資料服務機構取得其信貸報告·用作按證保險公司或承保人就該物業提供按揭保險及其他相關用途·以及與按證保險公司或其母公司--香港按揭證券有限公司(下稱「按揭證券公司」)或承保人按揭業務相關的其他用途·包括但不限於按證保險公司或承保人購買按揭貸款組合及有關管理。為此·各債務人同意及授權信貸資料服務機構直接向按證保險公司或承保人提供有關信貸報告·而毋須事先將信貸報告文本給予有關債務人審閱。

- 13. Each of the Obligors (other than Obligor 1 if it is a shelf company) hereby agrees and acknowledges to the CRA that the provision of any credit report by the CRA to the HKMCI or Insurer or the use of any such credit report by the HKMCI or the HKMC or Insurer shall not be made the basis of any complaint, claim, suit, demand, cause of action or other proceeding against the CRA by him/her or any third party, and further agrees that a copy or an electronic record of this Application Form bearing the signatures of the relevant Obligors shall, for the purpose of paragraph 12 above and this paragraph, have the same effect as if it were the original thereof.
 - 各債務人(若債務人一為空殼公司除外)謹此向信貸資料服務機構確定及確認,信貸資料服務機構向按證保險公司或承保人提供任何信貸報告或按證保險公司或按揭證券公司或承保人使用該信貸報告,並不會構成債務人或任何第三者向信貸資料服務機構提出任何投訴、索償、訴訟、要求、起訴緣由或其他法律程序之原因。各有關債務人並進一步同意載有其簽名之本申請書副本或電子紀錄,就上文第 12 段及本段而言,均與正本具相同效力。
- 14. The loan in relation to which this application is made will be secured by an equitable mortgage or a first legal charge/mortgage over the Property. 本申請之相關貸款將會以該物業之衡平法按揭或第一法律押記 /按揭作償還保證。
- 15. The Lender, the HKMCl or Insurer and the mortgage reinsurers will rely on the information contained herein to approve this application and the relevant application for mortgage insurance / reinsurance covers and each of the Obligors has a continuing obligation to amend or supplement the information/documents provided in this application if any of the material facts which each of the Obligors has disclosed herein should change prior to the drawdown of the loan herein applied for.

貸款人、按證保險公司或承保人及再保險公司將依據本申請書所載的資料審批此申請。如於提取貸款前任何債務人於本申請書披露的重要 資料有任何改變,有關債務人有持續性的責任對有關資料及文件作出修訂及補充。

- 16. In the event any payments on the loan under this application become delinquent, the Lender may, in addition to all rights and remedies, report the name(s), account(s) and other information of each of the Obligors to the CRA either by itself or through its relates bodies; 若申請之貸款出現拖欠情況,貸款人除既有之權利及補償外,可自行或通過其相關機構向任何信貸資料服務機構呈報各債務人之姓名、帳戶及其他資料。
- 17. Each of the Obligors will provide further information and furnish other documents as the Lender and the HKMCI or Insurer may require from time to time, failing which the grant of loan may be cancelled. 各債務人須按貸款人及/或按證保險公司或承保人不時要求提供進一步資料及其他文件,否則有關貸款可能會被取消。
- 18. By making any intentional or negligent misrepresentation(s) or false declaration, providing false information and/or omitting to provide relevant information in connection with this application, each of the Obligors (and, if relevant, the shareholders, directors and/or authorised representatives of Obligor 1 if it is a shelf company) may incur civil and/or criminal liability. In addition, the application for the loan or the mortgage insurance cover may be rejected and, if granted, the Lender and the HKMCI or Insurer reserve the right to cancel the loan and the mortgage insurance cover or, if considered appropriate, impose additional premium or conditions thereon.
 - 如債務人就此申請(不論故意或疏忽)作出任何失實陳述或虛假聲明、提供虛假資料及/或漏報相關資料,有關債務人(若債務人一為空殼公司,則指有關股東、董事及/或授權代表)或會招致民事及/或刑事法律責任。此外,本貸款或按揭保險申請可能會被拒絕。如申請已獲審批,貸款人及按證保險公司或承保人保留取消貸款及按揭保險之權利,或在適當情況下,徵收額外保費或附加額外條件。
- 19. Each of the Obligors shall keep the Lender informed of any change of facts or circumstances which may render any information, statements, representations and/or particulars given hereunder, incorrect or untrue before the drawdown and each of the Obligors understands the non-disclosure of any such facts or circumstances may amount to making intentional or negligent misrepresentation(s) and/or providing fraudulent information as mentioned in paragraph 18 above.
 - 如於提取貸款前就任何事實或情況出現變化而可能導致本申請書內所載之任何資料、陳述、聲明及/或詳情變為不正確或失實,債務人必須向貸款人通報。各債務人明白若未有對任何該等事實或情況作出披露將構成上文第 18 段所述是故意或疏忽而作出的失實陳述及/或提供虛假資料。

Additional Declaration and Undertaking in relation to a Non Owner-Occupied Property Loan 有關「非自住用途之物業按揭貸款」的附加聲明及承諾

- 20. In respect of a Non Owner-Occupied Property Loan and where Obligor 1 is a shelf company, each of the Obligors hereby agrees, declares, confirms, acknowledges and undertakes that:
 - 就「非自住用途之物業按揭貸款」而言・如債務人一為空殼公司・各債務人謹此同意、聲明、確認及承諾:

件證據須於合理時間內提交予貸款人及/或按證保險公司或承保人。

- (a) Obligor 1 is not and will not at the time of drawdown of the loan be engaged in any business activities other than the holding of the Property and the letting thereof; and 除持有及出租該物業外,債務人一沒有並不會在提取貸款時從事任何商業活動:及
- (b) the relevant mortgage will be registered with the Hong Kong Companies Registry (for Hong Kong incorporated company) or that other similar registration will be completed (for foreign incorporated company) within the applicable time limit, and documentary evidence of any such registration shall be provided to the Lender and/or the HKMCI or Insurer within a reasonable time.

 有關按揭將於適用期限內於香港公司註冊處(如為香港註冊公司)或其他類似註冊處(如為海外註冊公司)登記·任何此類登記之文

Handling of Personal Data 有關個人資料的處理

21. In relation to personal data and any other information provided on any other person(s) other than the Obligors (if any), the relevant Obligor(s) hereby represent(s) and warrant(s) that he/she/they have obtained the consent of, and is/are duly authorised by, such person(s) to disclose such personal data and information to the Lender and the HKMCl or Insurer in this Application Form or in any other document, media, record or forms submitted or to be submitted to the Lender, the HKMC and the HKMCl or Insurer, and to provide the acknowledgement, agreement and authorisation referred to in this Declaration on his/her behalf, and for such personal data and information to be provided to the HKMCl or Insurer by the Lender in connection with the application for the loan and the mortgage insurance / reinsurance covers, and that the Lender and the HKMCl or Insurer may rely on such acknowledgement, agreement and authorisation referred to in this Declaration as if it is given directly by such individual to the Lender and the HKMCl or Insurer.

有關債務人所提供的任何其他人士(債務人除外)的個人資料及其他信息(如有)、債務人在此聲明及保證他/她/他們已經取得該位人士的同意及授權向貸款人及按證保險公司或承保人披露此申請表、已向或將向貸款人、按揭證券公司及按證保險公司或承保人提交的任何其他文件、媒介、紀錄或表格所載的有關資料,並代該位人士提供在本聲明書中提述的確認、同意及授權,以及由貸款人向按證保險公司或承保人提供該等資料作為處理是次申請貸款及按揭保險/再保險之用,而貸款人及按證保險公司或承保人可倚賴本聲明書中提述的該等確認、同意及授權,猶如由該位人士直接向貸款人及按證保險公司或承保人確認、同意及授權,樣如由該位人士直接向貸款人及按證保險公司或承保人確認、同意及授權一樣。

22. For the purpose of the Lender's application for the mortgage insurance / reinsurance covers, the Obligor(s) hereby authorise(s) the Lender to provide information (including documents) and to make representations and statements to the HKMCI or Insurer based on and relying upon the documents, information, representations and statements given/made by the Obligor(s) in this Application Form (including his/her/their personal data).

為著貸款人的按揭保險/再保險申請·債務人謹此授權貸款人·根據並倚賴債務人在本申請書內所提供/作出的文件、資料、陳述和聲明 (包括他/她/他們的個人資料)·向按證保險公司或承保人提供資料(包括提供文件)和作出陳述及/或聲明。

23.	relation to the Pers Obligor(s) and to ea use, disclosure and	Sonal Data (Privact ach individual who transfer by the Le	inderstood the contents or by) Ordinance (which according to be personal data may be noted and the HKMCI or Ins 個人資料(私隱)條例》	ompanies this A provided throug surer of his/her/tl	pplication h the Obl neir perso	Form or which has b igor(s)) and hereby co nal data in the manner	een provided by nsent(s) to the c set out in the Le	the Lender to the collection, handling, nder's PICS.
	及通過債務人提供	個人資料的每位	個別人士) (「貸款人的	的收集個人資料	聲明」)	・並謹此同意貸款人	、可根據該貸款人	人的收集個人資料
	聲明所述的方式由	貸款人及按證保	險公司或承保人收集、處	理、使用、披露	客及轉移(他/她/他們的個人資料	· •	
24.	and/or the HKMCI of Data (Privacy) Ordin 即使本申請下的貸	or Insurer (as app nance even if the l 款不獲貸款人批	is Application Form and al licable) for their records in oan under this application 核、貸款人及/或按證保限 關的所有文件的正本(以及	n accordance wi is not approved 愈公司或承保人	th their re by the Ler (如適用	spective data/documender.)仍可按照其資料/文位	nt retention policy	y and the Personal
I /	we understand that	t by making any in connection with	eclaration under paragraph intentional or negligent n th this application, I / we gree to the above:	nisrepresentati	on(s) and	l/or providing false in	formation or on	nitting to provide
			實陳述及/或提供虛假資料 書並 및 同意 및 不同意上		枓(不論故	意或疏忽)・本人/吾等	等或會招致民事)	及/或刑事法律
	gned by: 署:		Signed by: 簽署:			Signed by: 簽署:		
	bligor 1 務人一	Date: 日期:	Obligor 2 債務人二	Date: 日期:		Obligor 3 債務人三	Date: 日期:	
ſΝ	ame 姓名:	1	[Name 姓名:		1	[Name 姓名:		1

Witnessed by: 見證人:

Full Name 姓名:

Position 職位:

Date 日期:

Witnessed by: 見證人:

Full Name 姓名:

Position 職位:

Date 日期:

05/2018 10

Witnessed by: 見證人:

Full Name 姓名:

Position 職位:

Date 日期:

Declarations to the HKMCI or Insurer 向按證保險公司或承保人作出之聲明

In addition to the declarations in paragraphs 1 – 24 above, the Obligor(s) hereby agree(s), declare(s), confirm(s) and acknowledge(s) as follows: 除上述第 1 – 24 段的聲明外,債務人在此同意、聲明、確認及知悉以下事項:

- A. It is necessary for the HKMCI or Insurer to collect or obtain personal data and other information on the Obligor(s) and other persons (where applicable) in connection with the Lender's application for mortgage insurance cover and the provision of mortgage insurance cover to the Lender, if approved. Failure to provide such personal data and other information to the HKMCI or Insurer will result in the Lender being unable to obtain the mortgage insurance cover and provide the services and facilities covered by this Application Form. 按證保險公司或承保人有需要就貸款人的按揭保險申請及提供按揭保險給貸款人(如獲批核)、收集或取得債務人及其他人(如適用)的個人資料和其他資料。若未能向按證保險公司或承保人提供該個人資料和其他資料、將導致貸款人無法獲得按揭保險以及提供本申請書所覆蓋的服務和信貸。
- B. The Obligor(s) and each individual whose personal data may be provided in relation to this application has(have) read and understood the contents of the personal information collection statements of the HKMC and its subsidiaries or Insurer in relation to the Personal Data (Privacy) Ordinance (which accompanies this Application Form or which has been provided by the Lender to the Obligor(s) and to each individual whose personal data may be provided through the Obligor(s)) (HKMC Group PICS) and hereby consent(s) to the HKMCI's or Insurer's collecting, obtaining, handling, use, disclosure and transfer of his/her/their personal data in the manner set out in the HKMC Group PICS, and confirm(s) that the consent of such individual whose personal data provided or to be provided has been obtained to provide the acknowledgement, agreement and authorisation referred to in this Declaration to the HKMCI or Insurer on his/her behalf and that the HKMCI or Insurer may rely on such acknowledgement, agreement and authorisation as if it is given directly by such individual to the HKMCI or Insurer.

 [唐務人及就本申請提供個人資料的每位個別人士已閱讀及明白按揭證券公司和其附屬公司或承保人有關《個人資料(私隱)條例》的收集個人資料聲明內容(隨本申請書附上或已經由貸款人提供予債務人及通過債務人提供個人資料的每位個別人士)(「按揭證券公司集團的收集個人資料聲明所述的方式收集、取得、處理、使用、披露及轉移他/她/他們的個人資料,並確認取得已提供或將會提供個人資料的該個別人士的同意,代該人提供在此聲明中提述的確認、同意及授權,而按證保險公司或承保人可倚賴該等確認、同意及授權,猶如由該人直接向按證保險公司或承保
- C. The original (as well as copies) of this Application Form and all documents provided in relation to this application may be retained by the Lender and/or the HKMCl or Insurer (as applicable) for their records in accordance with their respective data/document retention policy and the Personal Data (Privacy) Ordinance even if the loan under this application is not approved by the Lender or mortgage insurance cover is not granted to the Lender.
 - 即使本申請下的貸款不獲貸款人批核或按揭保險不獲授予貸款人,貸款人及/或按證保險公司或承保人(如適用)仍可按其資料/文件存檔政策及《個人資料(私隱)條例》,保留本申請書及與本申請有關的所有文件的正本(以及副本)作存檔目的。

05/2018 11

人確認、同意及授權一樣。

No relationship with HKMCI or Insurer 與按證保險公司或承保人並無關係

E. The Obligor(s) has(have) **NO** relationship, contractual or whatsoever, with the HKMCI or Insurer in respect of the loan under this application and the making of these Declarations by the Obligor(s) in favour of the HKMCI or Insurer is solely for the purpose of allowing the HKMCI or Insurer to rely on the declarations and confirmations made by the Obligor(s) in these Declarations in assessing, managing and administering the Lender's application for mortgage insurance cover and if approved, the mortgage insurance cover and the mortgage insurance programme insofar as the Obligor(s) or the loan under this application is concerned, and for the other purposes as set out in the HKMC Group PICS.

債務人與按證保險公司或承保人之間就本申請下的貸款並無存在合約或其他關係,債務人給按證保險公司或承保人作出本聲明,旨在允許按證保險公司或承保人依據按揭證券公司集團或承保人的收集個人資料聲明所載的用途及債務人在本聲明中作出的任何聲明及確認以評估、處理及管理貸款人的按揭保險申請、按揭保險(如按揭保險獲批核)及按揭保險計劃(但限於債務人或本申請下的貸款的範圍內)。

I/we understand that by making any intentional or negligent misrepresentations or providing false information or omitting to provide relevant information in connection with this application, I/we may incur civil and criminal liability.

本人/我們明白·本人/我們可能因在本申請中作出任何故意或疏忽的失實陳述及/或提供虛假資訊或漏報相關資訊·而招致民事及/或刑事法律責任。

I/ we have read and agree to the contents of paragraphs A to E above which are my/our declarations to the HKMCl or Insurer.

本人/我們已閱讀並同意上述第A-E段本人/我們向按證保險公司或承保人作出之聲明的內容。

Signed by:	Signed by:	Signed by:
簽署:	簽署:	簽署:
		
Obligor 1	Obligor 2	Obligor 3
債務人一	債務人_	債務人三
Name 姓名:	Name 姓名:	Name 姓名:
Date 日期:	Date 日期:	Date 日期:

ELIGIBILITY CRITERIA 合資格準則						
Loan Amount within limit: ☐YES 貸款額於限額內:	Loan-to-value ratio within limit: □YES 是 □NO 图 按揭成數於限額內:					
Verified Total Monthly Income: \$ 經核實之每月總收入:	Gross Monthly Debt ^(e) : \$ 每月債務總額:					
	attach calculat 附計算表)	ion worksheet)	Debt-to-income rat 供款比率於限額	□YES是	□NO否	
Tenor within applicable limit: 貸款年期在適用期限內:			□YES 是	□NO否		
Terms to maturity + Property age not exc還款年期及樓齡之總和不超過 50 :	ceeding 50 yea 年:	ars:	□YES是	□NO否		
Owner Occupied: 自住:			□YES是	□NO否		
Loan secured by Equitable Mortgage/First Legal Charge Only: 貸款以該物業之衡平法按揭或第一法律押記作償還保證:			□YES是	□NO否		
All documents are certified true copies of their original 所有文件均為正本的核實副本:			□YES 是	□NO否		
Signature of Handling Officer: 經辦人簽署:						
			Name:			
			姓名:			
			Position: ——— 職位:			
<u>Credit Record</u> : 信貸記錄	Oblic 債務			<u>or 2</u>	Obligo 債務人	
		\ \ -	職位: <u>Oblig</u> c	<u>or 2</u>	<u>Obligo</u>	
信貸記錄 Internal Credit Check:	債務.	\ \ -	職位: <u>Obligo</u> 債務人	or 2 	<u>Obligo</u> 債務人	$\overline{\underline{\pm}}$
信貸記錄 Internal Credit Check: 內部信貸審查: TransUnion (TU) Credit Check: 環聯資訊有限公司信貸審查: (Not applicable to shelf company)	債務. □ YES ^(f) 是	人— □ NO® 否	職位: Oblige 債務人 □ YES是	o <u>r 2</u> 二 □ NO 否	Obligo 債務人 ❑ YES是	、三 □ NO 否
信貸記錄 Internal Credit Check: 內部信貸審查: TransUnion (TU) Credit Check: 環聯資訊有限公司信貸審查: (Not applicable to shelf company) (不適用於空殼公司) Negative File Check:	債務. □ YES® 是	人一 □ NO® 否 □ NO 否	職位: Oblige 債務人 YES是 YES是	o <u>r 2</u> 二 □ NO 否 □ NO 否	<u>Obligo</u> 債務人 □ YES是 □ YES是	三 □ NO 否 □ NO 否
信貸記錄 Internal Credit Check: 內部信貸審查: TransUnion (TU) Credit Check: 環聯資訊有限公司信貸審查: (Not applicable to shelf company) (不適用於空殼公司) Negative File Check: 負面記錄審查: External Credit Report:	債務. □ YES® 是 □ YES 是	人一 □ NO® 否 □ NO 否 □ NO 否	職位: Obligation 債務人 YES是 YES是 YES是	or 2		□ NO 否 □ NO 否
信貸記錄 Internal Credit Check: 內部信貸審查: TransUnion (TU) Credit Check: 環聯資訊有限公司信貸審查: (Not applicable to shelf company) (不適用於空殼公司) Negative File Check: 負面記錄審查: External Credit Report: 外部信貸報告: Bankruptcy/Winding-up Search:	債務. □ YES是 □ YES是 □ YES是	NO®否 NO否	職位: Oblige 債務人 YES 是 YES 是 YES 是 YES 是 YES 是	or 2 二 NO 否 NO 否	Oblige 債務人 ☐ YES 是 ☐ YES 是 ☐ YES 是 ☐ YES 是	□ NO 否 □ NO 否 □ NO 否
信貸記錄 Internal Credit Check: 內部信貸審查: TransUnion (TU) Credit Check: 環聯資訊有限公司信貸審查: (Not applicable to shelf company) (不適用於空殼公司) Negative File Check: 負面記錄審查: External Credit Report: 外部信貸報告: Bankruptcy/Winding-up Search: 破產/清盤查冊: Other checking:	債務. □ YES 是 □ Hes Death of the content	NO®否 NO否 NO否 NO否	職位: Oblige 債務人 YES 是 YES 是 YES 是 YES 是 YES 是 YES 是	or 2 二 NO 否 NO 否 NO 否 NO 否	Oblige 債務人 □ YES是 □ YES是 □ YES是 □ YES是 □ YES是	□ NO 否 □ NO 否 □ NO 否 □ NO 否

To: HKMC Insurance Limited or the Insurer (where applicable)

致:香港按證保險有限公司或承保人(如適用)

Under the Mortgage Insurance Programme, we hereby apply to the HKMCI or the Insurer for mortgage insurance cover pursuant to the Master Mortgage Insurance Policy (as the same may from time to time be amended or supplemented) in respect of the loan under this application.

按照按揭保險計劃之規定,本行謹此根據《按揭保險綜合保單》("Master Mortgage Insurance Policy")(包括不時對其的修訂或補充),就上述按揭貸款向按證保險公司或承保人申請按揭保險。

We further declare, confirm and warrant that we have verified diligently to the best of our knowledge and in good faith the truthfulness and authenticity of the information and documents provided by each of the Obligor(s). We confirm that the HKMCI or the Insurer may use, disclose and/or transfer the personal data and other information of each of the relevant Obligor(s) pursuant to the Lender's PICS, the HKMC Group PICS and/or the Insurer's PICS..

本行謹此進一步聲明、確認並保證本行已竭盡所能就本行所知,盡力並真誠地核實由各債務人(等)所提供之資料和文件的真確及真實性。本行確認按證保險公司或承保人可根據貸款人的收集個人資料聲明,按揭證券公司集團的收集個人資料聲明及/或承保人的收集個人資料聲明書有關使用、披露及/或轉移各有關債務人(等)的個人及其他資料。

Authorized Si	gnature:
授權人簽署:	

Full Name 姓名: Position 職位: Date 日期:

Notes to the Insured:

受保人附註:

- (a) For a Non Owner-Occupied Property Loan where the Property will be held by a shelf company, please insert the details of the shelf company under the column for "Obligor 1". In addition, each of the director(s) and shareholder(s) of Obligor 1 shall provide a guarantee in respect of the loan herein applied for in favour of the Insured.
 - 就「非自住用途之物業按揭貸款」而言,如該物業將由空殼公司持有,請於「債務人一」的一欄中填寫有關空殼公司的資料。債務人一 之所有董事及股東均必須就所申請之按揭貸款向受保人提供擔保。
- (b) Mark both boxes if the Obligor is the Borrower as well as the Mortgagor. 如債務人同時作為借款人及抵押人,請在相關之方格內標示。
- (c) Debts to be put in this field include, but are not limited to, tax loans, car loans, hire-purchase loans, personal loans, unsecured overdraft limit, mortgage payments of other properties, etc. Mortgage payment for the subject property does not need to be put in this field. 此欄所述之債務・應包括但不限於稅務貸款、汽車貸款・租購貸款、私人貸款、無抵押透支額度及其他物業按揭供款等・但本物業按揭供款則不包括於此欄內。
- (d) Please bring the attention of each of the Obligors (other than Obligor 1 if it is a shelf company) specifically to paragraphs 12 and 13 under which the HKMCI or Insurer will be authorised, inter alia, to obtain his/her credit report directly from one or more of the credit reference agencies in Hong Kong in connection with the Insured's application for mortgage insurance cover.
 - 請使各債務人(若債務人一為空殼公司除外)特別注意第 12 及 13 段之規定·按證保險公司或承保人將獲授權(當中包括)就受保人提出之 按揭保險
 - 申請,直接向在香港的一個或多個信貸資料服務機構取閱有關債務人之信貸報告。
- (e) "Gross Monthly Debt" includes the Monthly Repayments put under "All Debts" field (as elaborated in Note (c) above), mortgage payment for the subject Property and mortgage repayment of existing residence (if not yet sold).
 - 「每月債務總額」包括「所有債務」一欄(如上述附註 (c)所闡述)中之每月還款、本按揭貸款之每月供款及現有住所 (如尚未出售) 之按揭供款。
- (f) "YES" means the Insured has conducted that particular credit check. Findings/results of credit checks should be reported in the field "Credit assessment, record of winding up or bankruptcy proceeding(s), other recommendations, etc.," and copies of computer printouts of credit check should be attached to this Application Form.
 - "NO" means the Insured has not conducted that particular credit check.
 - 「是」指受保人已進行有關之信貸審查。信貸審查之裁斷/結果應於「信貸評估意見、清盤或破產訴訟紀錄、其他建議等」—欄中報告,而信貸審查資料之電腦打印本應附載於本申請書內。
 - 「否」是指受保人沒有進行有關之信貸審查。

The English version of this Application Form shall prevail in the event of any discrepancy between the English and the Chinese versions. 本申請書之英文本與中文本如有任何差異,一概以英文本為準。

Personal Information Collection Statement ("PICS")

Statement relating to the Personal Data (Privacy) Ordinance ("PDPO")

- 1. The terms "personal data", "data subject", "data user", "direct marketing", "data matching", "data access request", "data correction request" and "processing" used in this PICS shall bear the meanings as assigned to such terms in the PDPO.
- 2. In this PICS, "HKMC" means The Hong Kong Mortgage Corporation Limited and the "HKMC Group" means one or more of the HKMC, its subsidiaries (including but not limited to HKMC Annuity Limited, HKMC Insurance Limited and HKMC Mortgage Management Limited) and subsidiary undertakings, as appropriate. The rights and obligations of each member of the HKMC Group under this PICS are several and not joint. No member of HKMC Group shall be liable for an act or omission by another member of HKMC Group.
- 3. The terms "we", "our", "us" means one or more members of the HKMC Group in respect of its respective Programme Customers (as defined in this PICS), as the context requires. A reference to an entity in this PICS includes any successor-in-title of that entity and, where applicable, any assignee or transferee of that entity of its rights and/or obligations in relation to the relevant Programme, as the case may be.
- 4. We may collect or obtain, hold and use, personal data of persons who are interested in, apply to enjoy or who are enjoying the benefit, of any of our programmes, schemes, products or services ("Programme Customers", including the persons mentioned in paragraph 6 below) or other relevant individuals in connection with the provision of the relevant programmes and services to you (such as our Mortgage Purchase Programme ("MPP"), Mortgage Insurance Programme ("MIP"), SME Financing Guarantee Scheme ("SFGS"), Reverse Mortgage Programme ("RMP"), Microfinance Scheme ("MFS") and Premium Loan Insurance Scheme ("PLIS")) from time to time provided or operated by us ("Programmes"). For example, a Programme Customer includes an individual, who applies to a bank to obtain a mortgage loan which is covered by mortgage insurance issued or to be issued by us.
- 5. Such personal data may, depending on the Programme concerned, include but is not limited to identification information (including names, Hong Kong Identity Card numbers or passport numbers), contact details, age, personal profile, financial information, educational and professional qualifications, credit standing, bankruptcy/debt restructuring status, information on property(ies), insurance policy(ies) and other assets held or owned as well as any information provided in the course of enquiries, processing of applications or claims, requests, complaints or feedback.
- 6. The personal data of persons referred to in paragraph 5 above may include the following categories of persons who are individuals:
 - (a) you as a Programme Customer;
 - (b) any of your authorised signatory(ies), or representative(s);
 - (c) in cases where a Programme Customer is a business enterprise, any of your authorised signatory(ies), representative(s), equity owner, shareholder, director or employee, or equity owner, shareholder or director of its subsidiaries, related entities or related companies; and
 - (d) any person who intends to or is providing credit support (such as a guarantee) for any Programme Customer,

in relation to a Programme.

7. Failure to provide personal data required from you and/or any persons referred to in paragraph 6 may result in us being unable to process, handle or decide on your application for the Programme or follow-up on your request, enquiry or complaint, and consequently, will result in your application for the Programme being rejected or us not being able to respond to your request, enquiry or complaint, as the case may be. The servicing of the Programme is also subject to our continued collection or obtaining, processing and use of the personal data.

PURPOSES FOR COLLECTING PERSONAL DATA

- 8. Personal data may be collected or obtained, held, processed and/or used by us and/or the persons set out in paragraph 9 below, to which the personal data may, depending on the Programme concerned, be disclosed and/or transferred, for the following purposes:
 - (a) assessing, administering and processing the Programme application made by or involving the Programme Customer to us and/or our business counterparts (including banks, or other financial institutions, non-government organisations, other persons/entities participating in the Programme to offer services or products to Programme Customers ("Programme Participants")) (as the case may be) and, if approved, to comply with the terms of the Programme;
 - (b) operating a Programme including providing support (such as providing an administrative and operating platform in relation to the Programme and/or credit support in the form of insurance cover, guarantee or otherwise) under the Programme ("Support") (for example, we provide insurance cover to banks to support the reverse mortgage loans made by them to borrowers (i.e. Programme Customers) in the RMP) and acquisition of assets under a Programme;
 - (c) dealing with any loan, insurance cover or other credit support in relation to the relevant Support and/or Programme (including but not limited to reinsurance arrangements);
 - (d) conducting a credit check (where appropriate);
 - (e) determining and recovering (and assisting any Programme Participant in recovering) any amount of indebtedness owed under the relevant Support and/or Programme;
 - (f) handling any request, feedback, claim, enquiry or complaint involving a Programme Customer and/or a Programme Participant (for example, personal data provided during a telephone enquiry on the telephone hotline of the Programme may be tape-recorded to enable us to check on and follow-up on the matter);
 - (g) any internal management purposes;
 - (h) in connection with any audit, checks or reviews of us, any Support and/or Programme;
 - (i) administering and processing any future application by the Programme Customer for any Programme;
 - (j) taking recovery action in relation to any Programme involving the Programme Customer (for example, any information provided by a Programme Customer for the MIP may be used by us in the enforcement of his/her payment obligations under any mortgage loan acquired by us under the MPP);
 - (k) research or analysis purposes;
 - (I) informing the Programme Customer of any updates or changes to any of our Programmes;
 - (m) complying with any disclosure, reporting, payment, withholding of payment, filing or notification or other similar obligation pursuant to any judicial, statutory or regulatory requirements including compliance with applicable laws, regulations and guidelines, whether of Hong Kong or any other relevant jurisdiction which we are bound by or any failure to comply with will result in adverse consequences (sanctions, penalties, imprisonment etc.) for us or our officers and staff (for example, compliance with anti-money laundering, sanctions or anti-corruption laws);
 - (n) comparing data of data subjects or other persons for credit checking, enforcement of claims, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects, and where such comparison amounts to a "matching procedure" under the PDPO, we shall comply with the relevant requirements under the PDPO;
 - (o) preventing, detecting and co-operating in the investigation of crime, including fraud and any form of financial crime, and analysing and managing other commercial risks;
 - (p) assisting and facilitating any local or foreign authorities, governmental, regulatory or judicial bodies or agencies in crime prevention, detection and investigation, and enforcement of laws;
 - (q) verifying and comparing your personal data with the information or data from any government departments or agencies (including but not limited to The Hong Kong Housing Authority, The Hong Kong Housing Society, Social Welfare Department and Inland Revenue Department) and/or notifying, informing, disclosing and passing results of the verification and comparison and your personal data to the relevant government departments or agencies which may take action against you on the basis of the result of the data verification or comparison;

- (r) in connection with an actual or proposed assignment or transfer of any of our interest under any Programme;
- (s) launching, improving and promoting any Programme regardless of whether the Programme Customer had applied for it or not (for example, dissemination of information on news, activities and events relating to a Programme);
- (t) using, the name, gender, date of birth, part of identity card or passport number, contact information (including but not limited to email address, telephone number and address), information about the Programmes and/or services the Programme Customer has applied or enjoyed, in carrying out direct marketing activities to him/her from time to time in relation to (i) enhancement from time to time of the relevant Programme in relation to the Programme Customer, and (ii) when programmes, products or services of the HKMC Group may be made available to the Programme Customer (in compliance with the relevant requirements of Part 6A of the PDPO); and
- (u) any other directly related purposes pertaining to any of the above, or other purposes agreed by the Programme Customer.

TRANSFER/DISCLOSURE OF PERSONAL DATA

- 9. Any personal data held by us will be kept confidential but we may disclose or transfer such information to the following parties (whether within or outside Hong Kong) for or in relation to the purposes set out in paragraph 8 of this PICS:
 - (a) any member of the HKMC Group (including for purposes not limited to, the direct marketing purposes set out in paragraph 8(t) above, in compliance with the relevant requirements of Part 6A of the PDPO);
 - (b) any Programme Participant in relation to the relevant Support and/or Programme or in relation to the recovery of any claims or amounts outstanding under any of the Programmes (as appropriate);
 - (c) a/an agent, valuer, contractor or third party service provider which provides administrative, application or claim processing, telecommunications, data analysis, processing and/or storage, due diligence, computer, payment, debt restructuring, debt recovery, financial, marketing, advertising, public relations services or facilities to any member of the HKMC Group;
 - (d) where applicable, any reinsurers (including any re-reinsurers of such reinsurers) of, or any entity providing financial support in relation to, the relevant Support and/or Programme;
 - (e) a/an auditor, accountant, tax adviser, lawyer, consultant or other professional adviser;
 - (f) any court, tribunal, administrative, governmental or regulatory body in relation to the purposes set out in paragraph 8(m), (o), (p) and (q);
 - (g) person(s) with Programme Customer's consent;
 - (h) any actual or proposed assignee or transferee of any of our interests under any Programme;
 - (i) any debt collection agencies (in the event of default under any of the Programmes involving the Programme Customer, where applicable);
 - (j) any co-applicant under any Programme, and any person proposing to provide or is providing financial support for the Programme Customer's obligations under any Programme; and
 - (k) any person (such as a trustee in bankruptcy, liquidator or receiver) acting on our behalf of in connection with any insolvency or other analogous proceeding (including but not limited to bankruptcy, winding-up or receivership) relating to the Programme Customer which affects any relevant Support and/or Programme (as applicable).

DATA ACCESS AND CORRECTION RIGHT

10. In accordance with the PDPO, you have the right to check whether we hold your personal data and to require us to provide a copy of such personal data and to correct any of your personal data which is inaccurate. Such requests can be made in writing using the form prescribed by Privacy Commissioner for Personal Data (which can be downloaded from the website www.pcpd.org.hk) to the following officer designated to handle such requests at the following address:

The Data Protection Officer
The HKMC Group
34/F Cosco Tower (High Block)
Grand Millennium Plaza
183 Queen's Road Central
Hong Kong

We have the right to charge a fee which is not excessive for the processing of any such access request.

- 11. We keep personal data only for a period reasonably necessary for any of the purposes set out in paragraph 8 above or as prescribed or permitted by applicable laws and regulations.
- 12. Should you have any query on this PICS, please do not hesitate to contact our Data Protection Officer whose contact details are set out in paragraph 10 above.
- 13. Nothing in this PICS shall limit your rights under the PDPO.

AMENDMENTS TO THIS PICS

14. We reserve the right, at any time, to add to, change, update or modify this PICS, by notifying you of such change, update or modification either on our website or in writing. Any such change, update or modification will be effective immediately upon posting.

May 2018

Issued by the HKMC Group

收集個人資料聲明

(「本聲明」)

就個人資料(私隱)條例(「條例」)作出的聲明

- 1. 「本聲明」中使用的「個人資料」、「資料當事人」、「資料使用者」、「直接促銷」、「核對程序」、「查詢資料要求」、「改正資料要求」、及「處理」,具有「條例」中規定的含義。
- 2. 就本聲明而言,「按揭證券公司」指香港按揭證券有限公司,而「按揭證券公司集團」指任何一間或多間按揭證券公司及其附屬公司(包括但不限於香港年金有限公司、香港按證保險有限公司、香港按揭管理有限公司)及附屬企業,如適用。按揭證券公司集團每一成員在本聲明下的權利和義務,均為單獨而非連帶的。對於按揭證券公司集團另一成員的任何作為或不作為,按揭證券公司集團的任何其他成員概不承擔任何責任。
- 3. 本聲明中使用的「我們」、「我們的」指對於有關的計劃客戶(本聲明中有定義)而言,就內容需要,任何一間或多間按揭證券公司集團的成員。在本聲明中的公司,包括該公司的繼承人,及該公司關於有關計劃的權利及/或責任的任何承讓人或受讓人(如適用),視情況而定。
- 4. 對有意申請或現正受惠於由我們不時提供或營運的任何計劃、項目、產品或服務(例如購買按揭貸款計劃、按揭保險計劃、中小企融資擔保計劃、安老按揭計劃、小型貸款計劃及補價易貸款保險計劃) (「計劃」)以及對其有興趣的人士(「計劃客戶」,包括下述第6段的人士)或就提供有關計劃及服務予閣下有關的其他相關人士,我們收集或索取,並持有他們的個人資料。例如,計劃客戶包括向銀行申請按揭,而由我們提供或將會提供按揭保險的相關人士。
- 5. 該個人資料(視乎涉及的計劃而定)可能包括但不限於身分確認資料(包括姓名、香港身分證號碼或護照號碼)、聯絡資料、年齡、個人簡歷、銀行賬戶資料、教育背景及專業資格、過往貸款記錄、破產/ 債務重組狀況、所持有或擁有的物業、保險單和其他資產的資料,及於查詢、處理申請或索償、要求、 投訴或回饋意見期間所提供的任何資料。
- 6. 上述第5段所述該等人士的個人資料會包括相關計劃下以下類別之人士:
 - (a) 閣下作為計劃客戶;
 - (b) 閣下的授權人或代表:
 - (c) 若計劃客戶為商業團體或企業,其授權人或代表、出資方、股東、董事或僱員,或其附屬企業 或關聯公司或企業的出資方、股東或董事;及
 - (d) 任何有意或正為任何計劃客戶提供信貸支援(例如擔保)的人士。

7. 若閣下、或上述第 6 段的人士未能提供個人資料,將可能導致我們未能處理、辦理或考慮閣下的申請、 跟進閣下之要求、查詢及投訴,從而引致閣下的申請被拒,或我們未能跟進閣下之要求、查詢及投訴, 視情況而定。我們需繼續索取並使用個人資料,從而就該計劃提供服務。

收集個人資料的目的

- 8. 我們及下述第 9 段所列各人士可為下述目的(視相關計劃而定)收集、索取、持有、處理及 / 或使用個人 資料,並向其披露及 / 或轉移個人資料:
 - (a) 評估、管理及處理由計劃客戶向擔任我們的商業伙伴(包括銀行或其他財務機構、非政府機構及其他參與我們計劃的人士/實體(「計劃參與者」))及/或我們(視情況而定)所作出或參與的計劃申請,如獲批核,遵守該計劃的條款;
 - (b) 營運計劃,包括在該計劃下提供支援(例如就我們的計劃提供行政和營運平台及/或以保險、 擔保或其他形式提供信貸支援)(例如,於我們的安老按揭計劃中,我們會向銀行提供保險以 支援其向借款人(即計劃客戶)發放的安老按揭貸款)(「支援」),及於計劃下購置資產;
 - (c) 處理與相關支援及 / 或計劃有關的任何貸款、保險或其他信貸支援(包括但不限於再保險安排);
 - (d) 進行信貸審查(如有需要);
 - (e) 釐定及追討(及協助計劃參與者追討)在相關支援及/或計劃下的任何負債款額;
 - (f) 辦理牽涉計劃客戶及/或計劃參與者的任何要求、回饋意見、申索、查詢或投訴(例如於電話查詢相關計劃時所提供的個人資料,或在電話熱線中的對話內容會被錄音,以供我們查證並跟進事宜);
 - (q) 任何內部管理用途;
 - (h) 有關對我們、任何支援及 / 或計劃的任何審計、審查或審閱 ;
 - (i) 管理及處理計劃客戶就任何計劃作出的任何日後申請;
 - (j) 對計劃客戶牽涉的任何計劃進行追討(例如,就我們在購買按揭貸款計劃下所取得的任何按揭貸款下而言,當我們強制執行計劃客戶在該任何貸款中的付款責任時,我們可能會使用他/她於按揭保險計劃下所提供的任何資料);
 - (k) 資料搜集研究或統計資料分析用途;
 - (I) 通知計劃客戶我們任何計劃的任何更新或變更;
 - (m)依照任何司法、法定或規管要求,遵守任何披露、呈報、支付款項、預扣款項、存檔、或通知或其他類似的責任(包括依從適用的法律、規例及指引)(不論是香港或其他相關司法管轄區),而我們受其約束,或如未能遵守,會引致我們或我們的主管人員及員工遭受到不利後果(制裁、懲罰或監禁等)(例如依從打擊洗錢、制裁或反貪污法律);

- (n) 與資料當事人或其他人士的資料比較以進行信貸調查、執行索償、資料核實或以其他方法產生或核實資料,不論有關比較是否為對該資料當事人採取不利行動而推行(若有關比較構成個人資料私隱條例下的「核對程序」,我們須乎合個人資料私隱條例下的相關要求);
- (o) 防止、偵查、及配合罪案調查,包括欺詐及任何形式的金融罪行,及分析及管理其他商業風險;
- (p) 協助及促使任何本地或外國的執法機構、政府、監管或司法機關或機構,以防止、偵查及調查 任何罪案,及執行法規;
- (q) 比較及核實你的個人資料與政府部門(包括但不限於香港房屋委員會、香港房屋協會、社會福利處及稅務局)所提供的資料,及/或通知、通報、披露及將比較及核實的結果提供予該等相關政府部門或機構,而它們就有關結果有可能向你作出行動;
- (r) 有關實際或建議轉讓或轉移我們在任何計劃下的利益;
- (s) 推出、改善及推廣任何計劃,不論計劃客戶有否申請該計劃(例如發佈與某計劃有關的新聞、 活動及項目的資料);
- (t) (在乎合條例第 6A 部的相關要求下)使用閣下的姓名、性別、出生日期、部份身份證號碼、或護照號碼、聯絡資料(包括但不限於電郵地址、電話號碼及地址)、計劃客戶所申請或受惠的計劃及/或服務的資料就(i)計劃客戶相關的計劃的優化措施及(ii)在按揭證券公司集團向計劃客戶提供計劃、產品或服務時,不時向閣下進行直接促銷活動;及
- (u) 與上述任何目的直接有關的其他相關目的或計劃客戶同意的其他目的。

個人資料的轉移 / 披露

- 9. 我們持有的任何個人資料會予以保密,但我們可根據本聲明第8段所列的目的,向以下任何各人士提供該有關個人資料(不論在香港境內或境外):
 - (a) 按揭證券公司集團任何成員(以作包括但不限於·在乎合條例第 6A 部的相關要求下·上述第 8(t)段所列的直接促銷用途);
 - (b) 任何與支援及 / 或計劃有關的、或與追討有關計劃項下的索償及欠款有關的計劃參與者(視何者適當而定);
 - (c) 向任何按揭證券公司集團成員提供行政、申請或索償處理、通訊、資料處理及/或存儲、盡職調查、電腦、付款、債務重組、債務追討、財務、推廣、廣告宣傳、公關服務或設施的經紀、 承辦商或第三方服務供應商;
 - (d) 如適用·相關支援及/或計劃下的任何再保險人(包括該再保險人的任何再保險人)·或就相關支援及/或計劃提供財務支援的任何實體;
 - (e) 任何核數師、會計師、稅務顧問、律師、顧問、或其他專業顧問;
 - (f) 就上述第 8(m)、(o)、(p)及(q)段所列的用途,任何法院、裁判院、 行政、政府或規管機構;
 - (q) 計劃客戶同意的人士;

- (h) 我們在任何計劃中的任何利益的任何實際或建議承讓人或受讓人;
- (i) 任何債務追收公司(在任何計劃下牽涉計劃客戶違約,視何者適用而定);
- (j) 任何計劃下的任何共同申請人,及就計劃客戶在任何計劃所承擔的責任建議提供或正在提供財務支援的任何人士;及
- (k) 在有關計劃客戶並會影響相關支援及/或計劃的任何破產或類似的訴訟中(包括但不限於破產、清盤或接管)(視何者適用而定)·代表我們的任何人士(例如破產案受託人、清盤人或接管人)。

查閱及更改個人資料的權利

10. 根據條例,閣下有權向我們查詢是否持有閣下的個人資料,要求我們向閣下提供該個人資料的副本,及 更正不準確的個人資料。有關查詢或要求可用個人資料私隱專員公署所訂明的表格(表格可於 "www.pcpd.org.hk"網址下載),以書面送交以下地址向以下負責處理申請的主任提出:

個人資料保障主任

香港按揭證券有限公司

香港皇后大道中 183 號 新紀元廣場 中遠大廈(高座) 34 樓

我們有權就處理該查閱要求向閣下收取並非超乎適度的費用。

- 11. 我們只會為上述第 8 段所列出的目的、或適用的法例及法規所訂明或許可的目的,將個人資料保存一段 合理的時間。
- 12. 若閣下對本聲明有任何疑問,請按上述第10段的資料與我們的個人資料保障主任聯絡。
- 13. 本聲明並不限制閣下在條例下的權利。

本聲明的修改

14. 我們保留權利不時在我們的網頁或以書面通知閣下,以增補、改變、更新及修訂本聲明。該等增補、改變、更新及修訂一經上載或寄出後,即時生效。

二零一八年五月

由按揭證券公司集團所發出

本申請書之英文本與中文本如有任何差異,一概以英文本為準。