

**IMPORTANT FACTS STATEMENT – PREMIUM FINANCING**

This “Important Facts Statement – Premium Financing” (“IFS-PF”) aims to help you understand the factors to be considered and the risks involved in funding the purchase of your life insurance policy using premium financing. Your licensed insurance intermediary should fully explain to you the implications and associated risks involved in the use of premium financing to pay for the premium of a life insurance policy.

If you do not understand any of the following paragraphs or the advice or information provided to you by the licensed insurance intermediary is different from the information in this IFS-PF, please **do not sign** this IFS-PF and **do not proceed** with the application for premium financing. In addition, you should make sure that you are fully aware of your rights and responsibilities under the loan contract and policy assignment agreement between you and the lender (usually a financial institution) that providing you with the premium financing facility (also known as loan facility).

You may request the Chinese version of this statement from your licensed insurance intermediary. 閣下可向持牌保險中介人索取本文件的中文版本。

SOME IMPORTANT FACTS YOU SHOULD KNOW

Please read carefully before signing.
Your licensed insurance intermediary should clearly explain the following to you.

Important Notes & Implications

1. **What premium financing is about:** Premium financing is an insurance funding arrangement whereby you, as the proposed policy holder, borrow funds from the lender to pay for the premium of the proposed life insurance policy (the “**Policy**”) and in doing so, you would assign all or part of your rights under the Policy to the lender as collateral.
2. **Stand-alone arrangement/contract:** Premium financing is a stand-alone arrangement between you and the lender. It is not, and does not form part of the insurance contract between you and BOC Group Life Assurance Co. Ltd. (the “**Insurer**”). The Insurer is not a party to the loan contract or policy assignment agreement and is therefore not governed by the terms and conditions (including dispute resolution) of these contract and agreement you enter into with the lender. In case you have any questions about the terms and conditions, you should contact the lender.
3. **Restriction of rights under the Policy:** All or part of your rights under the Policy will be assigned to the lender as collateral via a deed of assignment. Subject to the terms and conditions of the loan contract and policy assignment agreement, the lender will be entitled to exercise all or part of the rights under your Policy, and you will not be able to exercise those rights unless the lender’s approval is obtained. Examples of those rights include:
 - receive any benefits (including surrender value, death benefit, etc.) payable by the insurer under your Policy;
 - cancel your policy within the cooling off period, surrender the policy, or make withdrawals;
 - apply for policy loan, or exercise any options under the policy; and

- make certain changes or amendments to your Policy (e.g. appointment of new beneficiary, further pledge or assign the policy).

You should therefore carefully read the terms and conditions of the loan contract and policy assignment agreement, and consider how these potential adverse impacts may affect the outcome of the Policy and whether the Policy is still suitable for you.

4. **Shortfall in actual benefits receivable:** The actual net benefits receivable under the proposed policy financed by premium financing will be less than the amount indicated in the relevant Benefit Illustration, as part of the benefit payments would be offset by the repayment of the loan facility (including the principal amount of the loan and the relevant interest). This shortfall may be significant especially if you intend to pay a substantial portion of the premium using premium financing.

5. **Release and access of information:** The lender will be given rights to access your policy information and may from time to time instruct the Insurer to release information relating to your Policy, for example, surrender value, cash value, and any loans or advances on the Policy.

6. **Risk of collateral top-up and repayment on demand:** Your loan facility may be subject to review by the lender and the lender has the right to restructure or terminate the loan facility at any time. The lender may request you to provide additional collateral, or partially or fully repay the outstanding loan, under particular circumstances stated in the loan contract. If you fail to meet the request(s), the lender may restructure or terminate the loan facility or exercise its rights on the Policy such as surrendering the policy.

You should read the terms and conditions of the loan contract, for example the frequency of review, the circumstances that may trigger the request(s) and the relevant arrangements of the request(s). You should consider your financial affordability in meeting the particular circumstances stated in the loan contract before purchasing life insurance products through the use of premium financing.

7. **Consequence of late repayment and default of loan facility:** If the Policy is funded by a loan facility, you are obligated to repay the outstanding loan amount and interest payments according to the repayment schedule under the terms and conditions of the loan contract. Any late or default of loan repayment over the course of the loan facility, including interest payment and principal repayment, may trigger the lender to demand the repayment of the loan immediately. The lender may surrender the policy and recover the defaulted payment, causing you significant financial losses and loss of insurance coverage. You may not be able to obtain the same insurance coverage for reasons such as changes in health conditions. You shall remain liable for any shortfall between the amounts of the proceeds of the policy and the outstanding amount of the loan facility.

In addition, the lender may set off any obligation under the loan facility owed by you to the lender against any obligation owed by the lender to you (including credit balances in any account you maintain with the lender).

8. **Impact of early termination/surrender/withdrawal:** If the lender exercises its right under the terms and conditions of the policy assignment agreement to terminate or surrender the policy, or withdraw cash value before the end of policy term:
- the amount of benefits receivable under the policy may be substantially less than the sum of total premium paid, interest expenses incurred and early repayment penalty imposed (if applicable) under the loan contract, especially in the early years of the policy;
 - you may partially or fully lose the insurance coverage and may not be able to obtain the same insurance coverage;
 - you may lose the entitlement to dividends, bonuses, etc. under the policy;
 - the lender may apply all or part of the benefits receivable under the policy against the outstanding amounts owed by you (whether or not the outstanding amounts are under the loan facility); and
 - in cases where the policy is required as part of conditions in your business or other arrangements, the termination of the policy may trigger further events of defaults in these arrangements with adverse consequences.
9. **Impact of death of insured:** In the event of the death of the insured, the amount of death benefit receivable under the policy may be substantially less than the sum of total premium paid, interest expenses incurred and early repayment penalty imposed (if applicable) under the loan contract, and you may suffer a significant financial loss.
10. **Exposure to interest rate fluctuation:** The interest payment of the loan facility for premium financing will affect the net rate of return (i.e. net of interest payment) you plan to achieve in your Policy with the use of premium financing. You may be exposed to significant interest rate risk if the interest rate of the loan facility is not fixed (i.e. floating rate subject to changes from time to time). Even in the case of fixed interest rate, the lender may have discretion to adjust the interest rate on the loan facility from time to time. Any increase in interest rates applicable to the loan facility will increase the cost of servicing the loan facility (i.e. increase in regular interest payments.). You may not be able to service the loan facility and may hence default when there is a substantial increase in the interest rate. Also, in cases where the interest rate of the loan facility is substantially higher than the returns received from the policy, you will suffer a significant financial loss.
11. **Exposure to risk of non-guaranteed benefits fluctuation:** If your Policy includes non-guaranteed benefits, the projected non-guaranteed benefits shown in the Benefit Illustration are determined under the assumed investment return and are not guaranteed. If the investment return assumed for your Policy is not achieved, your non-guaranteed benefits may be lower than those illustrated or substantially lower than the interest applicable to the loan facility, and in certain circumstances, may even be zero.
- If the total return generated by the Policy is substantially lower than the interest payable under the loan facility, you will suffer a significant financial loss.

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| 12. | <u>Exposure to exchange rate fluctuation:</u> Exchange rate exposure arises when the loan currency differs from the policy currency. In the case of premium financing, you may be required to convert the proceeds received under your Policy into the loan currency, under the prevailing exchange rate, before being able to settle the loan repayments. In cases where the proceeds received from the policy is substantially lower than the outstanding loan amount due to adverse fluctuation in the exchange rate, you will suffer a significant financial loss. |
| 13. | <u>Exposure to credit risk:</u> You are subject to the credit risk of the Insurer. In the event that the Insurer becomes default on its obligations or an adverse change in its credit rating, the lender may, at its discretion, ask for additional collateral, adjust your credit limit, restructure or even terminate the loan facility. You may be obligated to repay the loan, the interest and administrative fee accrued immediately, and you shall remain liable for any shortfall between the amounts of the proceeds of the policy and the outstanding amount of the loan facility. |
| 14. | <u>Payment timing mismatch:</u> There is a possibility that the proceeds from your Policy will not be remitted to the lender on or before the repayment date as specified in the loan contract (e.g. due to loan facility maturity date being earlier than your policy maturity date, or turn-around-time for policy benefits disbursement), resulting in the default of loan repayment by you. You will be solely liable for any late penalty interest or defaulting interest imposed by the lender under the terms and conditions of the loan contract. |
| 15. | <u>Impacts on cooling-off right:</u> Your right to cancel this Policy within the cooling-off period may be assigned to the lender, and therefore any cancellation request may be subject to the lender's consent. For a policy acquired through the use of premium financing and cancelled within the cooling-off period, you may be obligated to repay the loan principal, early repayment penalty (if applicable), interest and other administrative fee accrued under the premium financing facility. |
| 16. | <u>Discharge of Policy Liability:</u> Unless and until the Insurer has received actual written notice from the Lender that the assignment of this Policy has been reassigned to you and/or your personal representative(s), the Insurer's liability and obligation to you, your personal representative and the Beneficiary pursuant to this Policy shall be deemed duly discharged upon the Insurer's payment of all the proceeds payable under this Policy to the Lender directly. |

Declaration by the Applicant / Proposed Policy Holder

I confirm that the above “Important Notes & Implications” have been explained to me by the Licensed Insurance Intermediary, and I have read and understood its contents.

Recommendation or solicitation involving the use of premium financing

(Please check either one of the following boxes)

- ☐ I confirm that the Licensed Insurance Intermediary **HAS NOT** recommended or solicited me to use premium financing to fund the purchase of the Policy.

OR

- ☐ I confirm that the Licensed Insurance Intermediary **HAS** recommended or solicited me to use premium financing to fund the purchase of the Policy.

Information on the proposed premium financing facility

(Please check either one of the following boxes)

Note to Applicant / Proposed Policy Holder: The information on the proposed premium financing facility would be used by the Licensed Insurance Intermediary to assess your suitability and affordability to use premium financing to fund the purchase of the Policy. You are strongly advised to provide the information on the facility to the best of your knowledge. If the terms and conditions of the premium financing facility eventually offered by the lender are less favorable (e.g. a higher loan interest rate) than the information you provide below, you should contact your Licensed Insurance Intermediary immediately so that he / she can re-assess your suitability and affordability to use premium financing to fund the purchase of the Policy.

- ☐ I am willing to provide to the best of my knowledge the information on the proposed premium financing facility below:

Name of lender: _____

Loan amount (Please specify the currency): _____

Loan interest rate (e.g. Reference Rate + x%): _____

Loan tenor (Year(s)): _____

Repayment amount for each installment (e.g.

HKDxx,xxx per year): _____

OR

- ☐ I do not wish to provide information on the proposed premium financing facility. I understand that the Licensed Insurance Intermediary would not be able to assess my suitability and affordability to use premium financing without the information and would perform the suitability assessment and affordability assessment as if I am not acquiring the Policy using premium financing (i.e. the total premium is to be funded entirely by my own funds).

Warning: you must read all items carefully and check that the licensed insurance intermediary has explained all the information in this IFS-PF before you sign this statement.

Signature of the
Applicant / Proposed
Policy Holder

Full Name of the
Applicant / Proposed
Policy Holder

Date
(DD/MM/YYYY)

Declaration by the Licensed Insurance Intermediary

I declare that I have discussed and fully explained the Important Notes & Implications covered in this IFS-PF, including the implications and associated risks, to the Applicant / Proposed Policy Holder regarding his/her decision to use premium financing to fund the purchase of the Policy.

I further declare that I have not made any inaccurate or misleading statements or representations, or withheld any information which may affect the decision of the Applicant / Proposed Policy Holder.

Signature of the
Licensed Insurance Intermediary

Full Name of the
Licensed Insurance Intermediary

IA License No.

Date (DD/MM/YYYY)

《重要資料聲明書——保費融資》

本《重要資料聲明書——保費融資》（《聲明書》）旨在幫助閣下瞭解，使用保費融資以獲取資金購買人壽保險保單時須考慮的因素以及所涉及的風險。閣下的持牌保險中介人應向閣下充分解釋，使用保費融資支付人壽保險保單的保費所涉及的影响及相關風險。

若閣下不明白以下任何一段，或認為持牌保險中介人向閣下提供的建議或資料與本《聲明書》的內容有異，**請勿簽署**本《聲明書》，以及**請勿繼續**申請保費融資。此外，就閣下與提供保費融資的貸款方（通常為金融機構）所簽訂的貸款合約和保單轉讓協議，閣下應確保自己已完全瞭解其中的權利和責任。

閣下可向持牌保險中介人索取本《聲明書》的英文版本。You may request the English version of this statement from your licensed insurance intermediary.

此乃重要資料 閣下必須細閱

簽署前請仔細閱讀。

閣下的持牌保險中介人須清晰地向閣下解釋以下內容。

重要說明及影響

1. **什麼是保費融資：**保費融資是一種保單融資安排，指閣下作為投保人，向貸款方借款以支付人壽保險保單（「保單」）的保費，同時將閣下所擁有的全部或部分保單權利作為抵押品轉讓予貸款方。
2. **獨立的安排/合約：**保費融資是閣下與貸款方之間的獨立安排，既不是也不構成閣下與中銀集團人壽保險有限公司（「保險公司」）之間的保險合約的一部分。保險公司不是貸款合約和保單轉讓協議的合約方之一，因此不受閣下與貸款方所簽訂的合約和協議的條款及細則（包括糾紛調解）約束。如果閣下對相關條款及細則有任何疑問，應聯絡貸款方。
3. **保單權利受限：**保單轉讓協議將通過契據形式將閣下所擁有的全部或部分保單權利作為抵押品轉讓予貸款方。根據貸款合約和保單轉讓協議的條款及細則，貸款方將有權行使閣下保單的全部或部分保單權利，而閣下在未經貸款方批准前不能行使這些權利。這些保單權力可能包括：
 - 收取保險公司根據保險合約應支付的任何利益（包括退保價值、身故賠償等）；
 - 在冷靜期內取消保單、在冷靜期後退保或提取保單價值；
 - 申請保單貸款或行使保單內的任何選項；及
 - 更改或修訂保單（例如更改受益人、將保單再次抵押或轉讓）。

因此，閣下應仔細閱讀貸款合約和保單轉讓協議的條款及細則，考慮相關條款及細則對閣下的保單可能造成的潛在不利影響，並考慮該保單是否仍然適合閣下。

4.	<u>實際利益不足</u> ：由於部分保單利益將被用於支付保費融資的欠款（包括貸款本金及相關利息），保費融資保單的實際淨利益將少於相關利益說明文件中所顯示的金額。如果閣下打算使用保費融資支付大部分所需保費，此差額可能非常顯著。
5.	<u>保單資料的發放及查閱</u> ：貸款方將有權查閱閣下的保單資料，保險公司可能須按貸款方的指示不時將閣下的保單資料發放予貸款方，例如退保價值、現金價值以及保單的任何貸款或墊款資料。
6.	<p><u>提供額外抵押品及按貸款方要求還款的風險</u>：貸款方可能有權不時重新檢視閣下的貸款，並有權隨時重組或終止該貸款。在貸款合約中訂明的特定情況下，貸款方可能會要求閣下提供額外的抵押品，或即時償還部分或全部欠款。如閣下無法滿足貸款方的要求，貸款方可能會重組或終止該貸款，或行使貸款方所擁有的保單權利，例如退保以收回欠款。</p> <p>閣下應仔細閱讀貸款合約的條款及細則，例如貸款檢視頻率和次數、可能引致上述情況的條件及相關安排等。閣下在使用保費融資購買保單之前，應考慮自己的財務負擔能力是否能夠滿足貸款合約中訂明的各種特定情況。</p>
7.	<p><u>逾期還款及拖欠還款的後果</u>：如閣下以保費融資貸款支付保費，閣下須根據貸款合約的條款及細則和還款時間表依期償還貸款本金及利息。如有任何逾期或拖欠還款（包括利息和本金），貸款方可能會要求閣下立即償還所有欠款。貸款方亦可能會將閣下的保單退保以收回拖欠款項，從而導致閣下失去保單提供的保障並蒙受重大財務損失。閣下往後亦可能因某些轉變（例如健康狀況）而不能重新投保以獲得相同的保險保障。如保單退保後取回的金額不足以支付欠款，閣下仍須為相關差額負責。</p> <p>此外，閣下於貸款方的其他結餘（包括任何類型的戶口餘額）有可能被用作支付閣下所拖欠的保費融資貸款。</p>
8.	<p><u>提前終止保單/退保/提取保單價值的影響</u>：如果貸款方根據保單轉讓協議的條款及細則在保單期滿前終止保單、退保或提取保單價值：</p> <ul style="list-style-type: none"> • 保單利益可能會遠低於已繳交的總保費、貸款合約下的利息支出和提前還款罰款（如適用）的總和，尤其是在保單生效後的最初幾年； • 閣下可能會失去部份或全部保單提供的保障，而閣下將來未必能夠重新投保以獲得相同的保險保障； • 閣下可能會失去保單應得的各種紅利； • 貸款方可能會取用閣下的全部或部分保單利益以支付閣下於貸款方的其他欠款（不論是否與保費融資貸款有關）；及 • 如閣下同時使用該保單作為業務或其他安排的條件或擔保，保單被終止後可能會導致相關安排違約並帶來不利後果。
9.	<u>受保人身故的影響</u> ：若受保人身故，保單所支付的身故賠償金額可能會遠低於已繳交的總保費、貸款合約下的利息支出和提前還款罰款（如適用）的總和，閣下可能因此蒙受重大財務損失。

10. **利率波動風險**：保費融資貸款的利息支出會影響閣下以保費融資購買保單的預期淨回報率（即扣除利息支出後的回報）。若貸款利率並非固定（即是會不時變動的浮息），閣下可能需承受重大利率風險。即使貸款利率以定息計算，貸款方亦可能有權根據貸款合約不時調整貸款利率。貸款利率上升會增加閣下的償債成本（即定期須支付的利息有所增加）。若貸款利率大幅上升，可能導致閣下未能如數還款而因此違約。此外，若貸款利率遠高於保單的回報，閣下將蒙受重大財務損失。
11. **非保證利益波動風險**：若閣下的保單包含非保證利益，利益說明文件中顯示的非保證利益乃基於投資回報的假設，並不保證可以實現。若閣下保單的投資回報未能達到該假設，閣下可獲得的非保證利益則可能低於利益說明文件中顯示的金額，或大幅低於閣下須支付的貸款利息；在某些情況下，非保證利益甚至可能為零。
- 如果保單的總回報遠低於閣下須支付的貸款利息，閣下將蒙受重大財務損失。
12. **匯率波動風險**：若貸款貨幣與保單貨幣不相同，便會出現匯率風險。在保費融資的情況下，閣下可能需要先將保單收益按當時的匯率由保單貨幣兌換至貸款貨幣，才能償還貸款。若匯率出現不利波動導致閣下的保單收益大幅低於未償還的貸款金額，閣下將蒙受重大財務損失。
13. **信貸風險**：閣下須承受保險公司的信貸風險。若保險公司未能履行其於保單的責任，或其信貸評級有不利變化，貸款方可能有權要求閣下提供額外的抵押品、調整閣下的信貸限額、重組甚至終止貸款。閣下可能須立即償還所有貸款本金、利息及行政費用。如閣下從保單中獲得的收益不足以支付欠款，閣下則仍須為相關差額負責。
14. **付款時間落差**：閣下可能因為保單收益未能在貸款合約規定的還款日或之前匯至貸款方（例如貸款到期日早於閣下的保單期滿日，或保險公司需時處理保單利益發放），而導致閣下拖欠還款而違約。閣下將要全數承擔貸款方根據貸款合約的條款及細則所徵收的任何逾期罰息或違約利息。
15. **對冷靜期權利的影響**：由於閣下在冷靜期內取消保單的權利可能因保單轉讓協議而被轉讓予貸款方，故此任何取消保單的要求均可能須先徵得貸款方同意。即使閣下已在冷靜期內取消保單，閣下可能仍須償還保費融資貸款的本金、提前還款罰款（如適用）、利息及其他行政費用。
16. **保單責任解除**：除非及直至保險公司收到貸款方書面通知，通知保險公司此項權益轉讓權已再轉讓予閣下及/或閣下之遺產代理人，否則，保險公司就此份保單對閣下及閣下之遺產代理人及受益人的責任及義務，會因保險公司將此份保單的所有有關利益直接賠付予貸款方而完全解除。

申請人／投保人聲明

本人確認持牌保險中介人已向本人解釋上述「重要說明及影響」，而本人亦已閱讀並明白其內容。

保費融資的建議或招攬

(請在適當的方格內填上剔號，只可選擇一項)

- ☐ 本人確認持牌保險中介人沒有建議或招攬本人使用保費融資以獲取資金購買此保單。

或

- ☐ 本人確認持牌保險中介人有建議或招攬本人使用保費融資以獲取資金購買此保單。

保費融資貸款資料

(請在適當的方格內填上剔號，只可選擇一項)

申請人／投保人請注意：持牌保險中介人將使用閣下擬申請的保費融資貸款預估資料，以評估閣下是否適合及是否有負擔能力使用保費融資以獲取資金購買此保單。我們強烈建議閣下盡閣下所知而提供相關資料。如貸款方最終提供的貸款條款及細則遜於以下資料(例如較高的貸款利率)，閣下應立即聯絡持牌保險中介人以重新評估閣下是否適合及是否有負擔能力使用保費融資以獲取資金購買此保單。

- ☐ 本人願意盡本人所知而提供的保費融資貸款預估資料如下：

貸款方名稱：

貸款金額（請註明貨幣）：

貸款利率（如參考利率+X%）：

貸款期（年）：

每期還款金額（如每年xx,xxx 港元）：

或

- ☐ 本人不願意提供保費融資貸款的預估資料。本人明白持牌保險中介人將無法評估本人是否適合及是否有負擔能力使用保費融資，並將假設不使用保費融資以評估本人是否適合及是否有負擔能力購買此保單（即全部所需保費均由本人承擔）。

忠告：簽署本《聲明書》前，閣下必須仔細閱讀所有項目，並確保持牌保險中介人已解釋本《聲明書》中的所有資料。

申請人／投保人
簽署

申請人／投保人
全名

日期
(日 / 月 / 年)

持牌保險中介人聲明

本人聲明，本人已與申請人／投保人就其使用保費融資以獲取資金購買此保單的決定，進行了討論並充分解釋了本《聲明書》中的重要說明及影響，包括潛在影響和相關風險。

本人進一步聲明，本人並沒有作出任何不準確或誤導的陳述或聲明，或隱瞞任何可能影響申請人／投保人決定的資料。

持牌保險中介人簽署

持牌保險中介人全名

保監局牌照號碼

日期（日／月／年）