



關於《個人資料(私隱)條例》(第486章) (「《條例》」) 及
《個人信貸資料實務守則》(「《守則》」) 的通告

1. 客戶及其他個人(包括但不限於銀行/金融服務及授信申請人、擔保人及為銀行授信提供擔保或保證的人士、企業客戶的股東、董事、要員及經理、及其他訂約方)(統稱「資料當事人」)在開立或維持賬戶、設立或延續銀行授信或要求國泰世華商業銀行股份有限公司、香港分行(下稱「本行」)提供銀行、金融或其他服務、或向本行及本行客戶提供物資及其他服務時，需要向本行提供有關的資料。
 2. 如未能提供該等資料，可能會使本行無法開立或維持賬戶、提供或延續銀行授信、提供銀行、金融或其他服務，或使本行無法接受或繼續向本行及本行客戶提供物資及其他服務。
 3. 在本行與資料當事人進行日常業務往來的過程中，本行亦會收集資料當事人的資料，例如：當資料當事人發出支票、存款、申請信貸、提供指示、或取用或在其他方面使用本行服務。
 4. 資料當事人的資料可能會被用作下列用途：
 - 4.1 處理銀行、金融、及/或其他服務/授信的申請；
 - 4.2 由銀行提供或向銀行或其客戶提供的日常銀行、金融、及/或其他服務/授信或其運作(包括但不限於提供信用卡、扣賬卡服務及透過互聯網提供的服務)；
 - 4.3 向其他金融機構或其他人士提供資料當事人的銀行資信證明；
 - 4.4 向信貸資料服務機構提供相關資料；
 - 4.5 向信貸資料服務機構、信貸查詢機構或其他人士進行借貸及其他狀態審查(包括但不限於申請授信或就該授信進行定期或特別審查或續期，該審查或續期通常最少每年進行一次)及追收債務；
 - 4.6 協助其他金融機構進行信貸審查及追收債務；
 - 4.7 確保資料當事人維持良好信譽；
 - 4.8 建立及維持與本行信貸及風險相關的計分模型；
 - 4.9 在任何其他銀行、金融機構、認可信貸資料服務機構或信貸查詢機構要求下，向其提供資料當事人或其賬戶的狀況報告；
 - 4.10 研究及設計本行的銀行、金融、投資及保險服務或有關產品，以供資料當事人使用；
 - 4.11 推廣服務、產品及其他標的(詳情請參閱以下第六段)；
 - 4.12 確定對資料當事人應付的金額或向其應收的金額；
 - 4.13 履行財資管理職能；
 - 4.14 強制資料當事人履行其義務，包括但不限於向資料當事人追收欠債及向任何為資料當事人的債務提供抵押、擔保或其他信用支持的人士(統稱為「信用支持提供者」)追收欠款。
 - 4.15 幫助本行或本行的任何控股公司、子公司、關聯公司和/或它們的任何分行、辦事處或單位(不論是否位於中華人民共和國香港特別行政區(「香港」))(統稱為「本集團」，每一方稱為「本集團成員」)的實際或擬承繼人、或本行對資料當事人的權利及/或義務的實際或擬受讓人、承讓人、參與人或附屬參與人(包括但不限於實際或擬押記權人、實際或擬受讓人、或在本行對資料當事人的權利的其他擔保或抵押物的實際或擬接受方)，或實際或建議購買本行全部或任何部分業務或股權的人士，就該繼任、轉讓、轉移、參與、附屬參與或購買(包括但不限於任何擔保或抵押物安排)下的交易進行評估；
 - 4.16 銀行的日常業務用途，包括但不限於為本行提供行政及資料處理服務；
 - 4.17 履行根據下列適用於本行或任何其他本集團成員或本行或任何其他本集團成員被期望遵守的就披露及使用資料的義務、規定或安排：
 - (a) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
 - (b) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
 - (c) 本行或任何其他本集團成員因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - 4.18.1 遵守本集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
 - 4.19 本行在提供任何特定服務或設施的用途；及
 - 4.20 與上述任何事項有關的用途及本行可就所有或任何該等用途進行「核對程序」(按《條例》的定義)(不論是否對資料當事人採取任何不利行動)或就任何或全部該等用途進行資料比較。
 5. 本行將對所持有的資料當事人的資料保密，但本行可能會因上述第四段所列出的任何用途將該等資料提供予下列人士(不論其是否位於香港)：
 - 5.1 任何其他本集團成員；
 - 5.2 本行或任何其他本集團成員根據對本行或任何其他本集團成員具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或任何其他本集團成員遵守的任何指引或指導，或根據本行或任何其他本集團成員向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港特別行政區境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - 5.3 本行的專業顧問(包括但不限於其核數師及法律顧問)；
 - 5.4 任何向本行提供與其業務運作有關的行政、數據處理、電訊、電腦、付款、證券結算或其他服務(不論該服務是否於香港提供)的代理人、承包商或服務供應商或人士(不論其是否本集團成員)(包括但不限於信貸資料服務機構、評級機構、保險商或保險經紀、直接或間接的信用保障提供者及，在發生違約事件時，任何債務催收公司)。
 - 5.5 已承諾就該些信息保密的包括本集團成員在內的任何其他人士；
 - 5.6 參與並為了向資料當事人提供銀行服務或產品的任何代名人、受託人、共同受託人、中央證券存管處、註冊處、保管人、經紀、交易商或其他人士；
 - 5.7 資料當事人曾經或將會與其有交易往來的任何金融機構；
 - 5.8
 - (a) 本行或任何其他本集團成員的任何實際或擬承繼人；
 - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (c) 第三方獎賞、客戶或會員忠誠、合作品牌及優惠計畫供應商；
 - (d) 本行及本集團成員之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；
 - (e) 慈善或非牟利機構；及
 - (f) 就以上第 4.11 條列明的用途而被本行任用之第三方服務供應商(包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。
- 該等資料可能被轉移至香港境外。請參閱本行網站 (www.cathaybk.com.hk)，了解上述各方所在的國家列表。
- 5.9 任何本行對資料當事人的權利的實際或擬受讓人、參與人、附屬參與人或承讓人，包括但並不限於上述第 4.15 條提及的擔保/抵押物的實際或擬持有人、香港按揭證券有限公司(「香港按揭公司」)或其他依據與香港按揭公司就本行出售按揭或其他抵押品訂立的合約安排而有需要或有必要的人士，或任何根據上述第 4.15 條提及的購買本行全部或任何部分業務或股份權益的人士；
 - 5.10 香港或其他地方的訴訟、仲裁、調查、規管程序或步驟的範圍內所要求的任何人士；
 - 5.11 支付予資料當事人支票的出票人的銀行，以向出票人確認該支票支付予資料當事人；
 - 5.12 任何持有資料當事人同意的證明，要求本行提供有關資料當事人資料的人士；及
 - 5.13 任何其他得到資料當事人書面同意的人士。
6. 在直接促銷中使用資料

本行擬把資料當事人資料用於直接促銷，而本行為該用途須獲得資料當事人同意(包括表示不反對)。就此，請注意：

 - 6.1 本行可能把本行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
 - 6.2 可用作促銷下列類別的服務、產品及促銷標的：
 - (a) 財務、保險、信用卡、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計畫及相關服務及產品；
 - (c) 本行合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；及
 - (d) 為慈善及/或非牟利用途的捐款及捐贈；
 - 6.3 上述服務、產品及促銷標的可能由本行及/或下列各方提供或(就捐款及捐贈而言)徵求：
 - (a) 本集團成員；
 - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計畫供應商；



- (d) 本行及本集團成員之合作品牌夥伴 (該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明); 及
- (e) 慈善或非牟利機構;
- 6.4 除由本行促銷上述服務、產品及促銷標的以外, 本行亦擬將以上第 6.1 段所述的資料提供予以上第 6.3 段所述的全部或任何人士, 以供該等人士在促銷該等服務、產品及促銷標的中使用, 而本行爲此用途須獲得資料當事人書面同意 (包括表示不反對);
- 6.5 本行可能因如以上第 6.4 段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報, 本行會於以上第 6.4 段所述徵求資料當事人同意或不反對時如是通知資料當事人。
如資料當事人不希望本行如上述使用其資料或將其資料提供予其他人士作直接促銷用途, 資料當事人可通知本行行使其選擇權拒絕促銷。
7. 根據《條例》及《條例》核准及發出的《守則》的條款, 任何個人有權:
- 7.1 查詢本行是否持有其資料記錄並查閱該等資料;
- 7.2 要求本行更正任何有關其的不正確資料記錄;
- 7.3 要求本行澄清本行的資料收集政策和常規, 並向其提供本行所持有的其個人資料的類別;
- 7.4 如客戶因被頒布破產令而導致任何帳戶金額被撇帳, 不論帳戶還款資料有否顯示任何拖欠為期超過 60 日的還款, 該帳戶還款資料 (定義見以上第 7.5 段) 會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年, 或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年 (以較早出現的情況為準)。
- 7.5 就本行向信貸資料服務機構提供的任何帳戶資料 (爲免生疑問, 包括任何帳戶還款資料), 於全數清還欠帳後結束帳戶時, 指示本行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料, 但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過 60 日的欠款。帳戶還款資料包括上次到期的還款額, 上次報告期間 (即緊接本行上次向信貸資料服務機構提供帳戶資料前不多於 31 日的期間) 所作還款額, 剩餘可用信貸額或未償還數額及欠款資料 (即過期欠款額及逾期還款日數, 清還過期欠款的日期, 及全數清還拖欠為期超過 60 日的欠款的日期 (如有))。
- 7.6 如帳戶出現任何拖欠還款情況, 除非拖欠金額在由拖欠日期起計 60 日屆滿前全數清還或已撇帳 (因破產令導致撇帳除外), 否則帳戶還款資料 (定義見以上第 7.5 段) 會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- 7.7 如客戶因被頒布破產令而導致任何帳戶金額被撇帳, 不論帳戶還款資料有否顯示任何拖欠為期超過 60 日的還款, 該帳戶還款資料 (定義見以上第 7.5 段) 會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年, 或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年 (以較早出現的情況為準)。
8. 就客戶 (不論以借款人、按揭人或擔保人身份, 以及不論以客戶本人單名或與其他人士聯名方式) 於 2011 年 4 月 1 日當日或以後申請的按揭有關的資料, 本行可能會把下列資料當事人資料 (包括不時更新任何下列資料的資料) 以本行及/或代理人的名義提供予信貸資料服務機構:
- (a) 全名;
- (b) 就每宗按揭的身分 (即作爲借款人、按揭人或擔保人, 及以客戶本人單名或與其他人士聯名方式);
- (c) 香港身分證號碼或旅遊證件號碼;
- (d) 出生日期;
- (e) 通訊地址;
- (f) 就每宗按揭的按揭帳戶號碼;
- (g) 就每宗按揭的信貸種類;
- (h) 就每宗按揭的按揭帳戶狀況 (如有效、已結束、已撇帳 (因破產令導致除外)、因破產令導致已撇帳); 及
- (i) 就每宗按揭的按揭帳戶結束日期 (如適用)。
- 信貸資料服務機構將使用上述由本行提供的資料統計客戶 (分別以借款人、按揭人或擔保人身份, 及以客戶本人單名或與其他人士聯名方式) 不時於香港信貸提供者間持有的按揭宗數, 並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用 (須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。
9. 本行批核信貸申請時, 可能從信貸資料服務機構處取得有關客戶及其任何信用支持提供者的信貸報告。客戶或任何信用支持提供者如欲索取有關信貸報告, 本行將告知有關信貸資料服務機構的聯絡資料。
10. 本行可爲信貸審核之用途不時查閱客戶及其任何信用支持提供者爲信貸資料服務機構所持有的資料, 以便銀行考慮全部或任何下列事項:
- (a) 增加授信金額;
- (b) 取消、減低或縮減任何授信; 及/或
- (c) 實施與客戶的債務重組合約。
11. 根據《條例》的條文, 本行有權就處理查詢個人資料記錄的要求收取合理費用。
12. 本行或任何按上述第 5 段所指自銀行處取得該等資料的人士可將資料當事人的資料在其認為合適的國家或地區使用、處理或保存、或向其認為合適的國家或地區披露或傳送。該等資料亦可按照當地常規及法律、規定或指引 (不論是否具法律效力) 或該國家或地區的法庭命令予以披露。
13. 任何有關查閱或改正資料, 或索取本行關於資料政策及常規或所持有的資料種類信息的的要求, 應向下列人士提出:

資料保護主任
國泰世華商業銀行股份有限公司香港分行
香港銅鑼灣新寧道 1 號利園 3 期 10 樓
電話: (852) 2877 5488
傳真: (852) 2527 0966

14. 本通告並未載有任何內容限制客戶根據《條例》及《守則》可享有的任何權利。
15. 本通告的中文本及英文本如有任何差異, 概以英文本為準。



Circular on the Personal Data (Privacy) Ordinance (Cap.486) (the “Ordinance”) and the Code of Practice on Consumer Creditor Data (the “Code of Practice”)

1. From time to time, it is necessary for customers and various other individuals (including but not limited to applicants for banking/financial services and facilities, sureties and persons providing security or guarantee for banking facilities, shareholders, directors, officers and managers of corporate customers, and other contractual counterparties) (collectively, “Data Subjects”) to supply Cathay United Bank Company, Limited, Hong Kong Branch (the “Bank”) with data in connection with the opening or continuation of accounts, the establishment or continuation of banking facilities or provision of banking, financial and other services by the Bank, or the provision of supplies or services to the Bank and the Bank’s customers.
2. Failure to supply such data may result in the Bank being unable to open or continue accounts, establish or continue banking facilities, provide banking, financial and other services or accept or continue the provision of supplies or services to the Bank and the Bank’s customers.
3. It is also the case that data are collected from Data Subjects in the ordinary course of the continuation of the Bank’s relationships with the Data Subject, for example, when the Data Subjects write cheques, deposit money, apply for credit, or give instructions or gain access to or otherwise use the Bank’s services.
4. Data relating to a Data Subject may be used for the following purposes:
 - 4.1 the processing of applications for banking, financial and/or other services/facilities;
 - 4.2 the daily provision or operation of banking, financial and/or other services/facilities provided by or to the Bank or the Bank’s customers (including but not limited to the provision of credit card, charge card facilities and services provided via the internet);
 - 4.3 in connection with the provision of banker’s references about the Data Subject to other financial institutions or other persons;
 - 4.4 the provision of relevant data to any credit reference agency;
 - 4.5 in connection with the conducting of credit and other status checks with any credit reference agency, credit enquiry agency or other persons (including, without limitation, upon an application for any credit facility or upon periodic or special review or renewal of such facility, which will normally take place at least once each year) and collecting debts;
 - 4.6 assisting other financial institutions to conduct credit checks and collect debts;
 - 4.7 ensuring ongoing creditworthiness of Data Subjects;
 - 4.8 creating and maintaining the Bank’s credit and risk related scoring models;
 - 4.9 providing status reports on the Data Subject or the Data Subject’s accounts when so requested by any other bank, financial institution or recognized credit reference agency or credit enquiry agency;
 - 4.10 researching and designing banking, financial, investment and insurance services or related products of the Bank for Data Subjects’ use;
 - 4.11 marketing services, products and other subjects (please see further details in paragraph 6 below);
 - 4.12 determining amounts owed to or by Data Subjects;
 - 4.13 performing treasury functions;
 - 4.14 the enforcement of Data Subjects’ obligations, including but not limited to collection of amounts outstanding from Data Subjects and those providing security, guarantees or other credit support for the Data Subjects’ obligations (such persons referred to collectively as “Credit Support Providers”);
 - 4.15 enabling an actual or proposed successor of the Bank or any of its holding companies, subsidiaries, associates and/or any of their branches, offices or units (whether within or outside the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”)) (collectively, the “Bank Group”, and each, the “Bank Group Member”) or an actual or proposed assignee, transferee, participant or sub-participant of the Bank’s rights and/or obligations in respect of the Data Subject (including without limitation an actual or proposed taker of a charge, assignment or other security or collateral over any of the Bank’s rights in respect of the Data Subject) or an actual or proposed purchaser of all or any part of the Bank’s business or its shares to evaluate the transaction intended to be the subject of such succession, assignment, transfer, participation, sub-participation or purchase (including without limitation any security or collateral arrangement);
 - 4.16 purposes within the ordinary course of banking business, including but not limited to provision of administrative and data processing services to the Bank;
 - 4.17 complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any Bank Group Member or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any Bank Group Member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - 4.18 complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Bank Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - 4.19 purposes specifically provided for in any particular service or facility offered by the Bank; and
 - 4.20 purposes relating to any of the above and the Bank may carry out “matching procedures” (as such expression is defined in the Ordinance) (whether or not with a view to taking any adverse action against the Data Subject) or data comparison in respect of all or any of such purposes.
5. Data held by the Bank relating to a Data Subject will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
 - 5.1 any other Bank Group Member;
 - 5.2 any person to whom the Bank or any Bank Group Member is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any Bank Group Member, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any Bank Group Member are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any Bank Group Member with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - 5.3 the Bank’s professional advisors (including without limitation its auditors and legal advisors);
 - 5.4 any agent, contractor, service provider or person (whether or not such person is a Bank Group Member) who provides administrative, data processing, telecommunications, computer, payment, securities clearing or other services to the Bank (including without limitation any credit reference agency, rating agency, insurer or insurance broker, direct or indirect provider of credit protection and, in the event of default, any debt collection agency) in connection with the operation of its business, whether in or outside Hong Kong for the purposes of such services;
 - 5.5 any other person including a Bank Group Member which has undertaken to keep such information confidential;
 - 5.6 any nominee, trustee, co-trustee, centralized securities depository, registrar, custodian, brokers or dealers or other persons who are involved in, and for the purposes of, the provision of banking services or products to the Data Subject;
 - 5.7 any financial institution with which the Data Subject has or proposes to have dealings;
 - 5.8
 - (a) any actual or proposed successor of the Bank or any other Bank Group Member;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) co-branding partners of the Bank and the Bank Group Members (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4.11 above.Such information may be transferred to a place outside Hong Kong. Please refer to the Bank’s website (www.cathaybk.com.hk) for the list of countries where such parties may be located.
 - 5.9 any actual or proposed assignee, participant, sub-participant or transferee of the Bank’s rights in respect of the Data Subject including, without limitation, any actual or proposal security/collateral taker as referred to in paragraph 4.15 above, the Hong Kong Mortgage Corporation (“HKMC”) or such other person as may be required or necessary pursuant to contractual arrangements with HKMC in respect of the sale of mortgages or other security by the Bank or any purchaser of all or any part of the Bank’s business or its shares as referred to in paragraph 4.15 above;
 - 5.10 any person to the extent required for purposes of any litigation, arbitration, investigative or regulatory proceedings or procedure in Hong Kong or elsewhere;
 - 5.11 banks of drawers of cheques made payable to Data Subjects, for the purpose of confirming to such drawers payment to the Data Subjects under such cheques;



- 5.12 any person who requests the Bank to provide references in respect of the Data Subject upon producing proof of the Data Subject's prescribed consent; and
- 5.13 any other person with the Data Subject's express consent in writing.
6. **USE OF DATA IN DIRECT MARKETING**
- The Bank intends to use a Data Subject's data in direct marketing and the Bank requires the Data Subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- 6.1 the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Data Subject held by the Bank from time to time may be used by the Bank in direct marketing;
- 6.2 the following classes of services, products and subjects may be marketed:
- (a) financial, insurance, credit card, banking and related services and products;
- (b) reward, loyalty or privileges programmes and related services and products;
- (c) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
- (d) donations and contributions for charitable and/or non-profit making purposes;
- 6.3 the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- (a) the Bank Group Members;
- (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (c) third party reward, loyalty, co-branding or privileges programme providers;
- (d) co-branding partners of the Bank and the Bank Group Members (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
- (e) charitable or non-profit making organisations;
- 6.4 in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 6.1 above to all or any of the persons described in paragraph 6.3 above for use by them in marketing those services, products and subjects, and the Bank requires the Data Subject's written consent (which includes an indication of no objection) for that purpose;
- 6.5 The Bank may receive money or other property in return for providing the data to the other persons in paragraph 6.4 above and, when requesting the Data Subject's consent or no objection as described in paragraph 6.4 above, the Bank will inform the Data Subject if it will receive any money or other property in return for providing the data to the other persons.
- If a Data Subject does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the Data Subject may exercise his opt-out right by notifying the Bank.**
7. Under and in accordance with the terms of the Ordinance and the Code of Practice approved and issued under the Ordinance, any individual has the right:
- 7.1 to check whether the Bank holds data about him/her and may request access to such data;
- 7.2 to request the Bank to correct any data relating to him/her which is inaccurate;
- 7.3 to request the Bank to ascertain its policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
- 7.4 in relation to consumer credit, to request the Bank to inform him/her which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and to request the Bank to provide him/her with further information to enable him/her to make an access request and/or correction request of the relevant credit reference agency or debt collection agency about his/her data; and
- 7.5 in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five (5) years of termination and at no time was there any default of payment in relation to the account, lasting in excess of sixty (60) days within five (5) years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- 7.6 In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 7.5 above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- 7.7 In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph 7.5 above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
8. With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the Data Subjects (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
- (a) full name;
- (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
- (c) Hong Kong Identity Card Number or travel document number;
- (d) date of birth;
- (e) correspondence address;
- (f) mortgage account number in respect of each mortgage;
- (g) type of the facility in respect of each mortgage;
- (h) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (i) if any, mortgage account closed date in respect of each mortgage.
- The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
9. The Bank may have obtained a credit report on a customer and any of its Credit Support Provider from a credit reference agency in considering any application for credit. In the event the customer or any Credit Support Provider wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
10. The Bank may from time to time access data about a customer and any of its Credit Support Providers held with a credit reference agency during the course of a review of its facilities so as to enable the Bank to consider all or any of the following matters:
- (a) any increase in the facility/credit amount;
- (b) the cancellation, reduction or other curtailing of any credit/facility; and/or
- (c) the putting into place or implementation of a scheme of arrangement with the customer.
11. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
12. Data of a Data Subject may be used, processed, stored, disclosed or transferred in and to any country or territory as the Bank or any person who has obtained such data from the Bank (as referred to in paragraph 5) considers appropriate. Such data may also be disclosed in accordance with the local practices and the laws, regulations or guidelines (whether or not having the force of law), or court orders in such country or territory.
13. The person to whom requests for access to data or correction of data or for information regarding the Bank's policies and practices and kinds of data held are to be addressed as follows to:
- The Data Protection Officer
Cathay United Bank Company, Limited Hong Kong Branch
10/F, Lee Garden Three, 1 Sunning Road, Causeway Bay, Hong Kong
Telephone: (852) 2877 5488
Fax: (852) 2527 0966
14. Nothing in this Circular shall limit the rights of customers under the Ordinance and the Code of Practice.
15. If there is any conflict between the English and Chinese versions of this Circular, the English version shall prevail for all purposes.