

保單抵用/取消保單抵用協議書
Collateral Assignment / Release of Collateral Assignment Form CSM-CHG05



保單號碼 Policy No.

--	--	--	--	--	--	--	--	--	--	--	--

本協議書中所用之「本公司」或「貴公司」之表述指中國人壽保險(海外)股份有限公司。
The expression "the Company" used in this form refers to China Life Insurance (Overseas) Company Limited.

第一部份 基本資料 Part 1 Basic Information

受保人姓名 Name of Insured (選擇性填寫 Optional)

姓 Last Name 名 First Name

保單持有人姓名 Name of Policyholder

姓 Last Name 名 First Name

保額 Sum Assured 年繳保費 Annual Premium Amount

第二部份 受讓人資料 Part 2 Information of Assignee

受讓人姓名 Name of Assignee

姓 Last Name 名 First Name

國籍 Nationality	身份證明文件類別及號碼 (請提供副本) Identity Document Type and No. (Please attach copy) <input type="checkbox"/> 澳門永久居民 Macau Permanent Resident 澳門永久居民身份證號碼 Macau Permanent ID Card No.: _____ <input type="checkbox"/> 澳門非永久居民 Macau Non Permanent Resident 澳門非永久居民身份證/ 護照號碼 Macau Non Permanent ID Card/ Passport No.: _____ 簽發國家 Issue Country: _____ <input type="checkbox"/> 組織機構 (公司客戶) Entity (Corporate Client) 商業登記/公司註冊號碼 Business Registration/Company Registration No.: _____
出生國家 Country of Birth	
出生日期 Date of Birth	

住宅地址 (郵政信箱恕不接受。請提供由遞交本協議書當日前三個月內發出的地址證明。) Residential Address (P. O. Box is not accepted. Please provide address proof issued within 3 months before the date of application submission.)

城市 City 國家 Country

永久地址 (若與住宅地址不同, 請填寫此欄, 並請提供由遞交本協議書當日前三個月內發出的地址證明。) Permanent Address (Please complete if different from the residential address and provide address proof issued within 3 months before the date of application submission.)

城市 City 國家 Country

通訊地址 (如非上述地址) Correspondence Address (If different from the above address)

城市 City 國家 Country

辦公室地址 Office Address

城市 City 國家 Country

聯絡號碼 Contact No.

住宅 Residential 辦公室 Office 手提電話 Mobile Phone

國家號 Country Code 電話號碼 Tel No. 國家號 Country Code 電話號碼 Tel No. 國家號 Country Code 電話號碼 Tel No.

閣下是否美國公民或美國稅務居民(見後頁備註)? 若「是」, 請填妥並遞交 W-9 表格或同等文件。Are you a U.S. Citizen or a U.S. tax resident (See Notes overleaf)? If "yes", please complete and submit Form W-9 or an equivalent form.

是 Yes 納稅人識別號碼 TIN No.: _____ 否 No

為遵循 FATCA 及相關的本地法規, 閣下是否同意本公司提供閣下的個人資料予美國或相關的本地司法、稅務或其他監管機構, 以確保本公司遵行 FATCA 或適用規定? Pursuant to FATCA or applicable local laws, do you agree the Company to report your personal data to the U.S. or applicable local regulators or tax authorities where necessary in order to comply with FATCA or applicable local laws?

是 Yes 否 No 不適用 Not Applicable

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

第二部份 受讓人資料 (續) Part 2 Information of Assignee (Continued)

備註：如上述第二部份的資料顯示，受讓人係美國公民或美國稅務居民¹及/或可能與美國有關聯²，受讓人需將已填妥的美國稅務自我聲明書（如：W-9、W-8BEN 或同等文件）及相關證明文件（如適用），連同本協議書一併呈交予本公司。如受讓人為組織機構，除前述文件之外，受讓人另需填妥並遞交「補充陳述書 - 適用於要保人/保單持有人/受讓人為組織機構」及「補充陳述書 - 適用於個人股東」（如適用）。

- 1 美國稅務居民指的是美國綠卡持有人（即美國合法永久居民）或滿足實質居住測試（即他/她於本納稅年內已在美國逗留至少 31 天和三年內在美國逗留至少 183 天在(含本納稅年度及過往兩年))。
 - 三年內在美國逗留日數計算方法 = 本年實際居住在美國日數 + 1/3 去年居住在美國的日數 + 1/6 前年居住在美國的日數
- 2 與美國有關聯的資料包括但不限於：出生國家為美國³、電話號碼為美國號碼、郵寄或永久地址為美國地址、客戶提供美國郵政信箱或轉交地址或代存地址、客戶授予擁有美國地址的人代理權或簽名權、常設指示將資金轉入位於美國的賬戶、任何與美國相關的資訊等。
- 3 若受讓人的出生國家為美國，但聲明為非美國公民或美國稅務居民，除 W-8BEN 之外，請同時提供美國以外國家或地區簽發的護照副本，或政府簽發可證明非美國公民或美國稅務居民身份的任何身份證明文件的副本，及喪失/放棄美國籍之證明文件副本。
- 4 請同時遞交「自我證明」表格。

Notes: If the information provided under Part 2 of this form indicates that the Assignee is a U.S. Citizen or a U.S. tax resident¹ and/or the Assignee may have links to the U.S.², the Assignee is required to complete and return a U.S. tax self-certification form (e.g. W-9, W-8BEN or an equivalent form) and relevant supporting documents (if applicable), along with this form to the Company. If the Assignee is an Entity, the Assignee is required to complete and submit "Supplementary Information Form – Applicable to Entity Applicant/Policyholder/Assignee" and "Supplementary Information Form – Applicable to Individual Shareholder" (if applicable) in addition to the aforementioned documents.

- 1 U.S. tax resident refers to U.S. Green Card holder (i.e. U.S. lawful permanent resident) or individual who meets the substantial presence test (i.e. he/she has been present in the U.S. for at least 31 actual days in the current tax year and 183 equivalent days during a three year period (including current year and the two prior years)).
 - Equivalent days = Actual days in the U.S. in the current year + 1/3 of his/her days in the U.S. in the immediately preceding year + 1/6 of his/her days in the U.S. in the second preceding year.
- 2 Information that has a U.S. link, included but not limited to: a U.S. place of birth³, a U.S. telephone no., a U.S. correspondence or permanent address, a U.S. P.O. box address, a U.S. "in-care-of" or "hold mail" address, a power of attorney or signatory authority granted to a person with a U.S. address, standing instructions to make payments to accounts maintained in the U.S., any U.S. related information, etc.
- 3 If the Assignee's place of birth is U.S., but declared that he/she is not a U.S. Citizen or a U.S. tax resident, apart from filing in W-8BEN, please provide a copy of non-U.S. passport or government issued identification document evidencing non-U.S. citizenship or Tax resident, AND a Certificate of Loss of Nationality of U.S.
- 4 Please also submit "Self-Certification" Form.

 第三部份 抵押轉讓 Part 3 Collateral Assignment

如欲根據第三部份之條款做出抵押轉讓，請在第三部份的空格內加上“✓”，及於第八部份填妥有關資料。For Collateral Assignment in accordance with the terms of Part 3, please put a "✓" in the box in Part 3, and complete the details in Part 8.

茲根據保單條款規定，保單持有人特申請自_____年_____月_____日起，將本保單[不多於_____的]/[所有]權利、權益和利益（下稱「最高受抵金額」）轉讓給受讓人，在受讓人收回保單內不超過最高受抵金額的應得權益後，如有餘額，則歸保單持有人或指定受益人所有。在轉讓期內，保單持有人仍繼續繳交保費，並遵照下列規定辦理。

- 1 繼續繳交保費及保單失效：期繳保單仍須按期繼續繳交到期保費，以維持保單效力。如過繳費寬限期，逾期未繳，本保單即告失效。
- 2 本保單權益轉讓給受讓人後，受讓人可在保單期滿時領取滿期金額或在受保人身故時領取賠款金額，但不超過最高受抵金額，以抵付保單持有人欠受讓人的負債。
- 3 因市場環境的改變，由保單獲得的利息可能不足夠抵銷支付予受讓人的利息。
- 4 保單持有人同意保險公司可根據受讓人的書面通知辦理：(1) 保單退保，領取退保價值、終止保單或 (2) 向保險公司借款，而借款金額、借款利息、繳交保費等仍由保單持有人負責；(3) 如本保單設有分紅辦法，受讓人可更改分派紅利辦法。惟受讓人所得利益，以最高受抵金額為限。
- 5 在抵押未經取消之前，保單持有人未經受讓人同意，不得指派其他受益人，此保單亦不能再做全部或部分轉讓予第三者。
- 6 在抵押未經取消之前，保單資料可能會向受讓人披露。
- 7 保單持有人同意在此申請書為保險公司接受後，不論保單持有人是否有簽署任何抵押文件給予受讓人，保險公司有權視該保單已抵押予受讓人。
- 8 保險公司對此項抵押轉讓之處理不負任何法律責任。

With effective from _____ dd _____ mm _____ yyyy, in accordance with policy provisions, the Policyholder hereby applies to assign [his/her rights, title, interest and benefits to and in the Policy up to the maximum of _____] / [all his/her rights, title, interest and benefits to and in the Policy] (the "maximum assigned value") to the Assignee. The Policyholder or the nominated beneficiary (ies) shall possess the residual value under the Policy, if any, after the Assignee has collected the claim up to the maximum assigned value in full. The Policyholder shall continue to pay the premium regularly during the Assignment period (if needed) and shall be bound by the following conditions.

- 1 Payment of Renewal Premium and Policy Lapse: the Policyholder shall continue to pay the regular premium due and thereafter for keeping the Policy in full force. In case that the premium due is not paid after the grace period, the Policy shall lapse.
- 2 After the assignment of the Policy has been effective, the Policyholder agrees that the Assignee can receive the maturity amount or death claim proceeds payable upon the Policy's maturity or the Insured's death up to the maximum assigned value.
- 3 Due to the change of the market situation, the interest received from the policy may not be sufficient to cover the loan interest paid to the assignee.
- 4 The Policyholder agree that the Insurer shall follow the Assignee's written instruction to: (1) surrender the Policy, receive the cash surrender value, terminate the Policy or (2) advance a loan from the Insurer and the Policyholder shall continue to be liable for the loan amount, interest prescribed or payment of renewal premiums; (3) change the dividend option, if available in the Policy, provided that the benefits to be received by the Assignee shall not exceed the maximum assigned value.
- 5 Before the release of this collateral assignment, no further beneficiary(ies) designation shall be made, nor shall the Policy be wholly or partially assigned to any third party without the approval of the Assignee.
- 6 Before the release of this collateral assignment, the information of this policy may be disclosed to the assignee.
- 7 Regardless of whether the Policyholder have entered into a collateral assignment agreement with the Assignee, the Policyholder agree that the Insurer shall treat this Policy as if it has been assigned to the Assignee when this application is endorsed in writing by the Insurer.
- 8 The Insurer assumes no responsibility for the validity or legality of the Assignment.

保單號碼 Policy No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

第四部份 取消抵押轉讓 Part 4 Release of Collateral Assignment

如欲根據第四部份之條款做出取消抵押，請在第四部份的空格內加上“✓”，及於第八部份填妥有關資料。For Release of Collateral Assignment in accordance with the terms of Part 4, please put a “✓” in the box in Part 4, and complete the details in Part 8.

倘保單持有人依期清還受讓人債務，保單持有人在徵得受讓人書面確認下，可註銷本抵押協議書，將本保單權益轉移回保單持有人所有，惟須經保險公司加簽批單為憑。Upon full settlement of the indebtedness owed to the Assignee by the Policyholder and with the written consents of the Assignee, this assignment agreement shall become void and the Policy shall be reassigned to the Policyholder. The reassignment shall be endorsed in writing by the Insurer.

第五部份 保單持有人聲明 Part 5 Declaration of the Policyholder

保單持有人特此聲明本人/我們在未獲得受讓人事先書面確認下，不會對保單進行任何修改，取消、終止或者撤銷。

The Policyholder hereby declare that I/we am/are not permitted to amend, cancel, terminate or otherwise rescind the Policy without first having obtained the written consent of the Assignee.

第六部份 客戶確認符合《海外帳戶稅收合規法案》和其他適用法律 Part 6 Customer acknowledgement regarding compliance with Foreign Account Tax Compliance Act and other Applicable Laws

閣下認知本公司須遵從，遵守或履行法律、法規、命令、指引、守則和包括《海外帳戶稅收合規法案》適用規定的要求，或任何公眾、司法、稅務、政府和/或其他監管機構等協定的要求，包括但不限於美國國稅局（以下簡稱「監管機構」）在不同的司法管轄區不時頒布及修訂的協定（以下簡稱「適用規定」）。在這方面，閣下同意本公司可以在任何時候完全酌情採取任何相關行動，包括但不限於向任何監管機構透露閣下的個人資料，以確保本公司遵行適用規定。

You acknowledge that the Company shall be obliged to comply with, observe or fulfill the requirements of the laws, regulations, orders, guidelines, codes, and requirements including the applicable requirements under the Foreign Account Tax Compliance Act of or agreements with any public, judicial, taxation, governmental and/or other regulatory authorities, including without limitation, the U.S. Internal Revenue Service (the “Authorities” and each an “Authority”) in various jurisdictions as promulgated and amended from time to time (the “Applicable Requirements”). In this connection, you agree that the Company may at any time take any relevant actions as may be determined by the Company in its sole and absolute discretion which including but not limited to disclose your particulars to any Authority for the purpose of ensuring the Company's compliance or adherence with the Applicable Requirements.

客戶同意向第三方披露資料

Customer consent to disclose information to third parties

閣下同意本公司可能將根據適用規定的要求，向任何監管機構披露閣下的個人資料或任何資料。此等披露可以由本公司直接或通過中國人壽保險（集團）公司或中國人壽保險（集團）公司的其他成員進行。基於前述的原因，以及儘管在本表格或我們之間的任何其他協議所載的任何內容，本公司可能需要閣下向本公司提供進一步資料，以便向任何監管機關透露，而閣下必須在合理要求的時間（由提出申請或知會變更資料的 90 日期天）內，向本公司提供相關的資料。

You agree that the Company may disclose your particulars or any information to any Authority in connection or adherence with the Applicable Requirements. Such disclosure may be effected directly or sent through any of the China Life Insurance (Group) Company or other affiliates of the China Life Insurance (Group) Company. For the purposes of the foregoing and notwithstanding anything contained in this form or any other agreements between us, the Company may need you to provide the Company with further information as may be required for disclosure to any Authority and you shall provide the same to the Company within such time as may be reasonably required (Within 90 calendar days from the date of the application or information change).

更新客戶有關國籍，稅務狀況的資料及其他資料

Updating of customer information about nationality, tax status and others

儘管載於本表格或我們之間任何其他協議所包含的任何內容，閣下同意向本公司提供協助，使本公司能夠就閣下或閣下向本公司購買的保險計劃，遵行適用規定下的義務。

Notwithstanding anything contained in this form or any other agreements between us, you agree to provide the Company with such assistance as may be necessary to enable the Company to comply with the Company's obligations under all Applicable Requirements concerning you or your policies with the Company.

就閣下任何在申請時或其他時間向本公司提供的任何資料，閣下同意及時（30 日期天之內）向本公司提供更新資料。尤其重要的是閣下立即通知本公司下列的更新：若閣下是個人，閣下的個人身份號碼、地址、電話、國籍、稅務狀況或稅籍所在地的變動；閣下擁有多於一個國家的稅籍；若閣下是法團法人或任何其他類型的實體，閣下的註冊地址、業務營運地址、主要股東、法定及實際受益人或管理人（擁有或控制 10%或以上股份或所有權或管理權的人士），稅務狀況，稅籍所在地的變動，或若閣下擁有多於一個國家的稅籍。若發生這些變動，或任何其他資料顯示發生了變動，本公司可能會要求閣下提供額外文件或資料。此等資料和文件包括但不限於正式完成及/或簽署（並且如有需要，由公證人作出公證）的稅務申報或表格。

You agree to update the Company in a timely manner (within 30 calendar days) of any change of any of the details previously provided to the Company whether at time of application or at any other times. In particular, it is very important that you notify the Company immediately if, where you are an individual, your personal identification numbers, addresses, telephone numbers, nationality, tax status or tax residency changes or if you become tax resident in more than one country, or, where you are a corporation or any other type of entity, your registered address, address of your place of business, substantial shareholders, legal and beneficial owners or controllers (who own or control 10% or more of your shares or ownership interest or control), tax status, tax residency changes or if you become tax resident in more than one country. If any of these changes occurs or if any other information comes to light concerning such changes, the Company may need to request additional documents or information from you. Such information and documents include but are not limited to duly completed and/or executed (and, if necessary, notarized) tax declarations or forms.

如果閣下未能及時向本公司提供資料或文件，或閣下所提供所需的資料或文件並非最新，準確或完整，為確定本公司持續遵從適用規定，閣下同意本公司可以完全酌情決定隨時採取任何相關行動以確保本公司遵從適用法律及法規的要求。

If you do not provide the Company with the information or documents requested in a timely manner or if any information or documents provided are not up-to-date, accurate or complete you agree that the Company may take any relevant actions at any time as may be determined by the Company in its sole and absolute discretion to be required to ensure compliance with the applicable Laws and Regulations on the part of Company.

保單號碼 Policy No.

--	--	--	--	--	--	--	--	--	--

第七部份 個人資料收集聲明 Part 7 Personal Information Collection Statement

本人/我們確認已閱讀及明白中國人壽（海外）股份有限公司的收集個人資料聲明("本聲明")。有關最新版本之收集個人資料聲明，可於 www.chinalife.com.hk 下載或向中國人壽（海外）股份有限公司索取。

I/We confirm that I/We have read and understood the Personal Information Collection Statement ("PICS") of China Life Insurance (Overseas) Company Limited. For the latest version of the PICS, it can be downloaded from www.chinalife.com.hk or is made available upon request.

重要提示：請於下文空白處簽名，以示閣下同意，若閣下不同意根據“為直接促銷目的而使用個人資料”部份所述為直接促銷之目的而使用和提供閣下的個人資料，請在下文空格處劃上「✓」號。**Important:** Please indicate your agreement by signing on the space provided below, if you do not agree to the use and provision of your personal data for direct marketing as set out in the section "Use of data in direct marketing", please tick the box below.

本人不同意根據以上**收集個人資料聲明**（參閱「為直接促銷目的而使用個人資料」部份）為直接促銷之目的而使用和提供本人的個人資料，亦不希望接收任何推廣及直接促銷材料。I do not agree with the use and provision of my personal data for direct marketing purposes as set out above in the **Personal Information Collection Statement** (see "Use and provision of personal data in direct marketing") and do not wish to receive any promotional and direct marketing materials.

第八部份 保單持有人及受讓人簽署 Part 8 Signature of the Policyholder and the Assignee

本人/我們已閱讀及完全明白本表格的內容，並接納本申請書內之聲明及指引所載各款條款及條件。

I/We have read and understood the content of this form, and agree to be bound by the terms and conditions as currently set forth in the agreement.

保單持有人簽署/蓋章 Authorized Signature and/or Company Chop of the Policyholder	日期 _____ / _____ / _____ Date 日/DD 月/MM 年/YYYY
--	---

受讓人同意並願意遵照本保單抵用協議書上之條款及保險公司之任何決定辦理。The Assignee hereby agrees to follow the conditions set out in this Collateral Assignment Form and the decisions made by the Insurer.	日期 _____ / _____ / _____ Date 日/DD 月/MM 年/YYYY
受讓人簽署/蓋章 Authorized Signature and/or Company Chop of the Assignee	日期 _____ / _____ / _____ Date 日/DD 月/MM 年/YYYY

第九部份 保險公司批註 Part 9 Endorsement of the Insurer

註：本協議書非經保險公司接受加簽批單，不生效力。**Notice:** This agreement shall become void if it is not endorsed by the Insurer in writing.

批文：本公司同意保單持有人上述之申請，從_____年_____月_____日起生效，並作為保單規章的組成部份及保單利益給付的根據。此批。
 Acknowledgement: We accept the policyholder's application as described above. With effective from_____ dd _____ mm_____ yyyy, this application shall form part of the Policy and we shall pay the policy benefits that become payable as instructed accordingly.

保險公司簽署/蓋章 Authorized Signature and/or Company Chop of the Insured	日期 _____ / _____ / _____ Date 日/DD 月/MM 年/YYYY
--	---

如中英文版本有任何抵觸或不符之處，概以中文本為準。

In case of discrepancies between the English and Chinese versions, the Chinese version shall apply and prevail.

只適用於保險中介人 For Insurance Intermediary Use Only

保險中介人姓名 Name of Insurance Intermediary	聯絡電話號碼 Contact Telephone No.	職場編號 Branch Code	保險中介人編號 Insurance Intermediary Code
---	---------------------------------	---------------------	--

只適用於銀行 For Bank Use Only

銀行職員姓名 Name of Insurance Intermediary	聯絡電話號碼 Contact Telephone No.	分行編號 Branch Code	保險中介人編號 Insurance Intermediary Code
--	---------------------------------	---------------------	--

只供內部使用 For Internal Use Only

覆核員 Checked by	記錄員 Recorded by	簽名校對員 Signature Verified by	備註 Remarks
-------------------	--------------------	--------------------------------	---------------