



AIA

AGREEMENT AND ASSIGNMENT OF POLICY AS COLLATERAL SECURITY FOR OVERDRAFT FACILITY

保單同意及轉讓書作為透支抵押

Policy Number 保單號碼 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Name of Insured 受保人姓名 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Name of Owner 持有人姓名 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	 05722077
Area Code 區域編號 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Agency / Broker Name 營業員組別 / 經紀名稱 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Agent / Broker Code 營業員號碼 / 經紀號碼 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Agency Code 營業員組別編號 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Agent / TR's Name 營業員 / 業務代表姓名 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Agent / TR's Tel. No. 營業員 / 業務代表聯絡電話 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
TR Membership Number 業務代表會員號碼 (For Brokers only 僅供經紀使用) <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> IA <div style="border: 1px solid black; width: 40px; height: 15px; display: inline-block;"></div></div><div><input type="checkbox"/> ANG <div style="border: 1px solid black; width: 40px; height: 15px; display: inline-block;"></div></div></div>			

TIPS: Check the checkbox (IA for HK; ANG for Macau) and input the reg. no. using standard format (for HK, it is 2 letters + 4 digits; for Macau, it is 3 letters + 4 digits)
提示：選取方格 (IA-香港；ANG-澳門) 並填入特定的登記號碼 [香港號碼由2個英文字母 + 4位數字組成；澳門號碼由3個英文字母 + 4位數字組成]

Remark: If the stated AIA financial planner / broker / IFA on this form is not my current servicing AIA financial planner / broker / IFA, I give consent to him/her to handle and follow up my request.
備註：倘若在上述表格上填寫的財務策劃顧問 / 經紀 / 獨立理財顧問並不是本人目前的財務策劃顧問 / 經紀 / 獨立理財顧問，本人同意他/她處理並跟進我的要求。

Sum Assured / Principal Amount [^] 保額 / 基本金額 [^] : _____ <div style="text-align: right;">Currency 貨幣 Amount 金額</div>	Assignee (Bank / Company Name): 受讓人 (銀行 / 公司名稱) : _____ <small>Please submit Entity Tax Residence Self-Certification Form 請遞交公司稅務居住地自我證明書</small>
<small>[^] can also be expressed as Principal Sum / Principal Amount / Face Amount in accordance with your Basic Plan Contract. For any medical and accident coverage, this can be defined as Benefit Amount. 視乎閣下的基本計劃契約而定，亦可表達為主要保額 / 基本金額 / 基本保額。醫療及個人意外保障則可定義為利益金額。</small>	Assignee's Address 受讓人之地址 : _____
Amount of Loan 貸款金額 : _____ <div style="text-align: right;">Currency 貨幣 Amount 金額</div>	
Applicant / Owner 申請人 / 持有人 : _____	

Part A 甲部
I, the above named Applicant / Owner, in consideration of the grant of the above mentioned amount of Overdraft Facility by the above Bank / Company (hereinafter called "the Company"), to me, do hereby sell, assign and transfer to the said Company as collateral security for the payment of the said overdraft facility the benefit of the net proceeds due or to become payable by or under the above mentioned Policy of AIA (hereinafter called "the Insurer") with all assignable Supplementary Contracts, insuring the above proposed insured / insured's life, up to the amount below:
本人 (上述申請人 / 保單持有人)，獲准由上述銀行 / 公司 (以下一律簡稱 "貴公司") 之透支貸款金額給本人，謹在此轉讓由友邦 (以下一律簡稱為 "承保人") 所承保上述保單及準受保人 / 受保人之壽命 (連同所有可轉讓之附加契約) 到期淨收入之受益或到期成為可給付之款項 (包括現金退保價值及保單貸款價值以及由此等保單中不時宣告之紅利)，以下列之金額為限：

(Please select one 請選擇其中一項)

☐ The Amount of Overdraft Facility mentioned above 上述透支貸款金額

☐ The outstanding amount of Overdraft Facility due to the Company at time of payment 在支付上述款項時到期仍未償還的透支貸款金額

☐ The amount herein specified 於此指定的金額 : _____

Currency 貨幣 Amount 金額

inclusive of the cash surrender and policy loan value thereof and of any dividends that may be declared upon such Policy from time to time; but upon this express condition agreed to by the Company, namely, that this Assignment is made for the purpose of securing the payment of the said overdraft loan, with the prescribed interest thereon, and for no other purpose whatever; and if I shall well and truly pay or caused to be paid, to the Company, the selected amount mentioned above, the said Company shall reassign the Policy to me; and I hereby covenant with the Company that I will not do or knowingly suffer anything to be done whereby the said Policy may be rendered void or voidable or the Company may be prevented from receiving or be deprived of the right to receive the moneys insured or to become payable by or under the said Policy. 給貴公司。但貴公司明確同意此轉讓書只作有關透支貸款，及規定之利息之抵押；及倘本人真正給付以上所選擇的金額予貴公司，貴公司將再轉讓此保單給本人；及本人謹在此對貴公司立書保證本人不會做或故意遭受任何事情藉以使此保單視為失效或令貴公司可能被阻於接受或被剝奪接受保單款項或在此保單下變為可給付之款項之權利。

This Assignment is subject to any assignment in favour of, or indebtedness to the Insurer together with interest thereon and is made subject to all the provisions and conditions of the said Policy.
此轉讓書是以任何以承保人為得益人之轉讓書或對承保人連同有關利息之總欠款及此保單中所有條款及條件為前題條件。
I hereby confirm that any beneficiary, other than the estate of insured, nominated by me in respect of the Policy is aware of this Assignment and has raised no objections thereto.
本人確認本人為此保單所委任之任何受益人 (受保人之遺產除外) 均知悉此保單轉讓安排，而且並無就此安排提出反對。
I IN WITNESS WHEREOF, I and the Assignee have hereunto set our hands on
本人及受讓人謹在此證實此契約訂立於 _____

MM月/DD日/YYYY年

Declaration 聲明
I / We confirm that my / our previously designated beneficiary or beneficiaries (other than the estate of the insured) is/are fully aware of and if consent is required, has/have consented to this request.
本人 / 我們確認本人/我們之前為此保單所指定的受益人 (受保人的遺產除外) 均完全知悉，及如需要獲取其同意，已同意此申請表上內容。

- 本人/我們聲明一切在這份聲明之條款是基於本人/我們的據知及所信，並且是正確及完整的。
- 本人/我們承諾，如有任何改動會影響認為申請人之一方/多方之稅務居民狀況內容，或導致其所載資料失實或不完整，本人/我們將於有關改動發生後30日內通知貴公司，並在該變動發生後30日內，向貴公司提交最新的自我證明書。
- 本人/我們同意賠償貴公司就本人/我們的國籍、居住及/或稅務狀況有關資料之虛報、誤導或不完整所導致的任何損失，索償及訴訟。

Important Notes and Risk / Implications Disclosure on Assignment of Life Insurance Policy
轉讓人壽保單的重要事項及風險 / 影響披露

You should be aware of the additional risks and limitations associated with Assignment set out below in this document.
請留意本說明函載之因轉讓所引起的額外風險及限制。

Important Notes and Risk / Implications 重要事項及風險影響

Please read the following carefully before signing:

簽署前請仔細閱讀以下內容：

Restriction of rights under the Policy:

All or part of your rights under your Policy will be assigned to the assignee as collateral via a deed of assignment. Subject to the terms and conditions of the loan contract and policy assignment agreement, the assignee will be entitled to exercise all or part of the rights under your Policy (whilst the loan remains outstanding), and you will not be able to exercise those rights unless the assignee's approval is obtained. Examples of those rights include:

- receive any benefits (including surrender value, death benefit, etc.) payable by AIA under your Policy;
- cancel your Policy within the cooling off period, surrender the Policy after the cooling off period, or make withdrawals (which as a result, the protection coverage will be reduced or even may become zero);
- apply for policy loan, or exercise any options under the Policy; and
- make certain changes or amendments to your Policy (e.g. appointment or change in of new beneficiary, further pledge or assign the Policy).

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受讓人。根據貸款合約和保單轉讓協議的條款及細則，受讓人（在貸款尚未完全償還的情況下）將有權行使閣下保單的全部或部分保單權利，而閣下在未經受讓人批准前不能行使這些權利。這些保單權力可能包括：

- 收取友邦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（因而導致保障可能會被減少，甚至乎下跌至零）；
- 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（例如指定或更改受益人、將保單再次抵押或轉讓）。

For the avoidance of doubt, unless we have received the prior consent of the assignee, we cannot pay to you any money, whether by way of cash withdrawal, policy loan, refund of any surrender or cash value (upon cancellation or termination of the policy) or refund of all or part of any premium (upon cancellation of the Policy within the cooling-off period of the policy)

為免生疑，除非我們已經收到了受讓人的事先同意，我們不能支付任何金額給你，無論是現金提取，保單貸款，退保或現金價值之退款（於取消或終止保單）或退回全數或部份保費（於冷靜期內取消保單）

The rights assigned under the insurance policy to the assignee as collateral and the rights given to the assignee in the loan agreement, are designed to protect the assignee if the policyholder is unable to meet any of the scheduled loan or interest payments under the loan agreement, therefore, if your loan repayment is in default, the assignee may instruct us to pay directly to it all such moneys as are payable under your Policy (including any surrender or cash value), after deducting any amount that you may owe us under the policy, or comply with all of its directions insofar as the assignee is exercising all or part of the rights of the Policy under the Assignment.

作為抵押品而授予受讓人的保單權利，以及貸款協議賦予受讓人的權利，均用以在保單持有人無法如期支付貸款協議中的貸款或利息的情況下，保障受讓人。如貸款未有及時償還，受讓人可指示我們於扣除任何保單欠款金額後，將該筆款項（包括任何退保或現金價值）直接支付予受讓人，或遵從所有由受讓人於轉讓保單下所行使的全部或部分保單權利。

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.

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。

Shortfall in actual benefits receivable:

The actual net benefits receivable under the policy 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). For example, if, at the time of the death of the insured under the Policy or the maturity of the Policy, the loan is not wholly repaid, the assignee may instruct us to pay the death benefit, after deducting any amount that you may owe us under the Policy, directly to it for the repayment of any outstanding loan. As a result, the protection coverage will be reduced or even may become zero.

實際利益不足：

由於部分保單利益將被用於支付貸款的欠款（包括貸款本金及相關利息），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。例如：如受保人於保單生效期間或保單期滿前身故，而貸款尚未完全還清，受讓人可指示我們於扣除保單內之任何欠款金額後，將身故賠償直接支付給受讓人作還款用途。換言之，保障範圍將被減少或甚至乎下跌至零。

Release and access of information:

The Assignee will be given rights to access your policy information and may from time to time instruct us to release such information relating to the Policy including but not limited to the surrender value, cash value, and any loans or advances on the Policy.

保單資料的發放及查閱：

受讓人將有權查閱閣下的保單資料，我們可能須按受讓人的指示不時發放有關該保單資料，包括但不限於保單之退保價值、現金價值以及保單的任何貸款或墊款資料。

Stand-alone arrangement / contract:

The loan facility is a stand-alone arrangement between you and the assignee. It is not, and does not form part of the insurance contract between you and AIA. AIA 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 assignee. In case you have any questions about the terms and conditions, you should contact the assignee. AIA does not participate nor has any interest in the Assignment. AIA does not participate nor has any interest in the Assignment.

獨立的安排 / 合約：

貸款是閣下與受讓人之間的獨立安排，既不是也不構成閣下與友邦之間的保險合約的一部分。友邦不是貸款合約和保單轉讓協議的合約方之一，因此不受閣下與受讓人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，應聯絡受讓人。AIA 沒有參與是次權益轉讓並且未有獲得任何利益。

Exposure to risk of non-guaranteed benefits:

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.

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。

Exposure to exchange rate fluctuation:

Exchange rate exposure arises when the loan currency differs from the Policy currency. For instance, in case of loan facility, you may be required to convert the proceeds received under the Policy into 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.

匯率波動風險：

若貸款貨幣與保單貨幣不同，便會出現匯率風險。例如，在貸款的情況下，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。

Payment timing mismatch:

There is a possibility that the proceeds from your Policy will not be remitted to the assignee 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 assignee under the terms and conditions of the loan contract.

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受讓人（例如貸款到期日早於閣下的保單期滿日，或我們需時處理保單利益發放），而導致閣下拖欠還款而違約。閣下將要全數承擔受讓人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。

Impacts on cooling-off right:

Your right to cancel this Policy within the cooling-off period may be assigned to the assignee, and therefore any cancellation request may be subject to the assignee's consent. For a Policy that is assigned under loan facility, 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 loan facility.

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受讓人，故此任何取消保單的要求均可能須先徵得受讓人同意。即使閣下已在冷靜期內取消保單，閣下仍須償還貸款的金額、提前還款罰款（如適用）、利息及其他行政費用。

Disclaimer 免責聲明：

The information shown in this Notes is not meant to be exhaustive and is for general reference only, and does not constitute or form any offer, solicitation, invitation, inducement to purchase insurance policy or enter into any arrangement, recommendation or proposal on loan arrangement or otherwise. Furthermore nothing in this Notes shall be construed as legal, loan, investment or tax advice.

本說明所載資料並未詳盡及僅作一般參考用途，並不構成任何邀約、招攬、邀請或誘使購買保單或作出任何貸款之安排或建議或其他安排。此外，本說明的內容不可詮釋為任何法律、貸款、投資或稅務意見。

Warning: you must read all items of this Notes carefully before signing. If you have any questions on this Notes, we strongly suggest you to seek advice from **an independent professional advisor about the risks / implications involved before entering into the Assignment.**

忠告：簽署前，閣下必須仔細閱讀所有項目，如果您對本說明有任何疑問，我們強烈建議您在進行轉讓前就轉讓所涉及的風險/影響向獨立專業顧問尋求建議。

I hereby confirm that I have read through and understood the information provided to me herein regarding assigning my Policy to assignee as security for loan or other credit facilities and I acknowledge that if I have any question, I should seek independent professional advice. I further acknowledge that this Notes may not cover all the risks/implications associated with the Assignment and I shall make my own assessment before entering into the Assignment.

本人在此確認本人已閱讀並理解此有關保單轉讓予受讓人作為貸款抵押或信貸安排的資料，如有任何問題，我應尋求獨立專業顧問的專業意見。本人亦得悉，本說明可能無法涵蓋所有與轉讓相關聯的風險/影響，並須為此轉讓作自行評估。

Signature 簽署：_____ Name 姓名：_____ Date 日期：_____

“AIA” shall refer to AIA International Limited (Incorporated in Bermuda with limited liability), AIA Company Limited (Incorporated in Hong Kong with limited liability), as the case may be, depending on the issuing company of the relevant insurance policies this form is subject to. 「AIA」或「友邦」指友邦保險(國際)有限公司（於百慕達註冊成立之有限公司），友邦保險有限公司（於香港註冊成立之有限公司）（視情況而定），具體取決於此信件相關表格的簽發公司。