



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

Policy Number 保單號碼	Name of Insured 受保人姓名	Name of Owner 持有人姓名
Agent / Broker's Name 營業員 / 經紀姓名	Agent / Broker Code 營業員 / 經紀號碼 Area / Agency / Broker Code 區域 / 營業員 / 經紀組別編號	Agent / Broker's Tel. No 營業員 / 經紀聯絡電話
TR Membership Number 業務代表會員號碼 (For Brokers only 僅供經紀使用) <input type="checkbox"/> AI <input type="checkbox"/> ANG		



06102058

You may assign your rights and interest under your insurance policy ("Policy") to a lending institution as security for a loan or other credit facilities advanced by a lending institution to you. In such case, you and the lending institution may enter into an assignment of your Policy, whether absolute or collateral ("Assignment"). You should be aware of the additional risks and limitations associated with Assignment set out below in this document.

If you do not understand any of the following paragraphs, please do not sign this Important Notes and Risk/Implications Disclosure on Assignment of Life Insurance Policy ("this Notes") and do not proceed with the application for Assignment. 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 loan facility or other credit facilities.

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

Important Notes and Risk / Implications

Please read the following carefully before signing:

Restriction of rights under the Policy:

All or part of your rights under your 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 (whilst the loan remains outstanding), 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 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 beneficiary, further pledge or assign the Policy).

For the avoidance of doubt, unless we have received the prior consent of the lending institution, 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).

The rights assigned under the insurance policy to the lender as collateral and the rights given to the lender in the loan agreement, are designed to protect the lender 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 lending institution 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 lending institution is exercising all or part of the rights of the Policy under the Assignment.

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.

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 lending institution 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.

Release and access of information:

The lending institution 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.

Stand-alone arrangement/contract:

The loan facility 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 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 lender. In case you have any questions about the terms and conditions, you should contact the lender. AIA does not participate nor has any interest in the Assignment.

Consequence of late repayment and default of loan facility:

If the Assignment is for the purpose of 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, or enforce the collateral by exercising the rights assigned to it under the insurance policy. 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).

Exposure to credit risk:

You are subject to the credit risk of AIA. In the event that AIA becomes default on its obligations or any significant change in AIA's financial position could impact your loan arrangement, for example, if an adverse change in credit rating of AIA, the lender may, at its discretion, ask for additional collateral, or indeed to exercise its rights under the collateral (i.e. the rights under the policy which have been assigned to the lender), adjust your credit limit, restructure or even terminate the loan facility. You may be obligated to repay all 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.

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).

Insurance policy assignment risk:

With loan facility or other credit facilities advanced by a lending institution, the rights of the policyholder under the Policy will be assigned to the lending institution. This means all proceeds payable under the Policy are to be paid to the lending institution first, and any changes or amendment to the Policy are subject to the lending institution's approval. In case the policyholder passes away, the lending institution may surrender the Policy and use the surrender value to repay the outstanding loan. You shall ensure the beneficiary(ies) s (are) fully aware of this.

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

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/beneficiaries under the Policy may suffer a significant financial loss.

Exposure to interest rate fluctuation:

The interest payment of the loan facility will affect the net rate of return (i.e. net of interest payment) you plan to achieve in your policy. 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.

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.

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.

Payment timing mismatch:

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.

Impacts on cooling-off right:

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 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.

Disclaimer

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.

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.

I hereby confirm that I have read through and understood the information provided to me herein regarding assigning my Policy to lending institution 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.

"We", "us" or "AIA" herein refers to AIA International Limited (Incorporated in Bermuda with limited liability).

Signature of Owner: _____ Name of Owner: _____ Date: _____

權益轉讓

你可轉讓保單（“保單”）內之權利和利益作為與個別貸款機構達成權益轉讓安排，並把其作為抵押貸款。在這種情況下，你和貸款機構可能會進入保單轉讓，無論是絕對或抵押（“轉讓”）。請留意本說明函載之因轉讓所引起的額外風險及限制。

若閣下不明白以下任何一段，請勿簽署本《轉讓人壽保單的重要事項及風險 / 影響披露》（“本說明”），以及請勿繼續申請轉讓。此外，就閣下與提供貸款或其他信貸安排的貸款方（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說明的英文版本。

重要事項及風險 / 影響**簽署前請仔細閱讀以下內容：****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（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，而閣下在未經貸款方批准前不能行使這些權利。這些保單權利可能包括：

- 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）。

為免生疑，除非我們已經收到了貸款機構的事先同意，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）。

作為抵押品而授予貸款方的保單權利，以及貸款協議賦予貸款方的權利，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，保障貸款方。如貸款未有及時償還，貸款機構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）直接支付予貸款機構，或遵從所有由貸款機構於轉讓保單下所行使的全部或部分保單權利。

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潜在不利影響，並考慮該保單是否仍然適合閣下。

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，貸款機構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貸款機構作還款用途。換言之，保障範圍將被減少或甚至乎下跌至零。

保單資料的發放及查閱：

貸款機構將有權查閱閣下的保單資料，我們可能須按貸款機構的指示不時將有關該保單資料發放予貸款方，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。

獨立的安排 / 合約：

貸款是閣下與貸款方之間的獨立安排，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。AIA沒有參與是次權益轉讓並且未有獲得任何利益。

逾期還款及拖欠還款的後果：

如閣下以權益轉讓作為貸款，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，或強制執行抵押品以行使其於保單下獲授予的權利。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。此外，閣下於貸款方的任何結餘（包括閣下於貸款方的任何類型的戶口餘額）有可能被用作支付閣下所拖欠的貸款。

信貸風險：

閣下須承受友邦的信貸風險。倘若友邦未能履行其於保單的責任或友邦的財務狀況出現重大變化都可能會影響閣下的貸款安排。例如，若友邦的信貸評級有不利變化，可能會觸發貸款方行使其於貸款協議下的權利，要求閣下提供額外的抵押品，或行使其在抵押品下因轉讓而得的權利、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。

提供額外抵押品及按貸款方要求還款的風險：

貸款機構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，貸款機構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，貸款機構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。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。

保單之權益轉讓風險：

在貸款機構提供保單融資和其他貸款下，保單持有人的權益將會透過轉讓契約被轉讓給貸款機構。這代表所有保單支付的款項將首先給予貸款機構，而保單的任何更改及修訂亦須經過貸款機構的批准。若保單持有人去世，貸款機構可對該保單進行退保並使用退保價值償還未償還貸款。閣下請確保保單的指定受益人完全清楚這一點。

提前終止保單 / 退保 / 提取保單價值的影響：

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：

- 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；
- 貸款機構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機構的其他欠款（不論是否與貸款有關）；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

受保人身故的影響：

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 / 受益人可能因此蒙受重大財務損失。

利率波動風險：

貸款的利息支出會影響閣下以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。

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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。

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。

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。

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。

免責聲明：

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。

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。

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。

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