

Hang Seng Bank Limited (the "Bank")

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers and managers of corporate customers or applicants) (collectively "data subjects") to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws or guidelines issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services or comply with any laws or guidelines issued by regulatory or other authorities.
3. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking/financial relationship, for example, when data subjects write cheques, deposit money or carry out card transactions.
4. The purposes for which data relating to data subjects may be used are as follows:-
 - (i) the daily operation of the services and banking/credit facilities provided to data subjects;
 - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Bank's credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing banking/financial services or related products for data subjects' use;
 - (vii) marketing services or products of the Bank and/or selected companies;
 - (viii) determining the amount of indebtedness owed to or by data subjects;
 - (ix) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
 - (x) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (xi) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xii) exchanging information with merchants accepting credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded/private label credit card services (each a "merchant" or an "affinity entity");
 - (xiii) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
 - (xiv) purposes relating thereto.
5. Data held by the Bank relating to data subjects will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph 4:-
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank or a merchant or an affinity entity which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies, and, in the event of default, debt collection agencies;
 - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for which the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of data subjects;
 - (vii) any card acquirer of a merchant; and
 - (viii) selected companies for the purpose of informing data subjects of services which the Bank believes will be of interest to data subjects.
6. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:-
 - (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to 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 data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier.
7. 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.
8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:-

Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central
Hong Kong
Fax: (852) 2868 4042
9. The Bank may have obtained credit reports on data subjects from a credit reference agency in considering any application for credit. In the event data subjects wish to access credit reports, the Bank will advise the contact details of the relevant credit reference agency.
10. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Date: 26 March 2007



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HANG SENG BANK



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