

Application Terms

1. I warrant and declare that the information of all my other banking and financial commitments given above are true and correct and you are authorized to confirm this from any source you may choose. **In particular I confirm that I have not in the past been the holder of any credit card (principal or supplementary) or the recipient of any borrowings, credit or financial accommodation which has been cancelled or suspended by the credit card issuer or lender (as the case may be) due to my default in payment or breach of any applicable terms and conditions.**
2. I acknowledge that all information must be provided to facilitate the processing of this application and my failure to do so may result in this application not being processed and the Bank may not be able to approve my application for loan/facility.
3. I understand and accept that if any information given by me is false then my act will constitute an offence under Section 71 of the Crimes Ordinance and/or under Section 16A, 17 and 18 of the Theft Ordinance.
4. I understand this information constitutes Personal Data as defined in the Personal Data (Privacy) Ordinance and I consent to the Bank using, holding, storing, disclosing and transferring any personal data for credit and lending checkings and purposes in accordance with the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") and Consumer Credit Data and deemed as are necessary for the processing of this application and referred to in the Major Terms and Conditions of Fixed Term Personal applicable to this loan / facility.
5. I understand that I have the right to request access to or correction of my Personal Data and that you have a right to charge me a reasonable fee for processing of any data access request.
6. I acknowledge and agree that my Consumer Credit Data (as defined under the Code of Practice on Consumer Credit Data) may be disclosed and shared by the Bank with all selected credit reference agencies under the Multiple Credit Reference Agencies Model. It may also be shared with a Type One Special Member (meaning an insurer or a subsidiary of an insurer authorized under Section 8(1)(a) or 8A(1)(a) of the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) to carry on insurance business with the need to use consumer credit data for purposes permitted under the Code of Practice on Consumer Credit Data issued by the Privacy Commissioner for Personal Data as updated or superseded from time to time in relation to the provision of insurance coverage to the Bank by the Type One Special Member.
7. I understand that I am entitled to request for a credit report from each selected credit reference agency in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model without charge within any twelve-month period respectively to each selected credit reference agency.
8. I acknowledge that before I complete this application with my personal data and submit it to you, the following information has been specifically drawn to my attention:-
 - (a) my personal data may be supplied by you to a credit reference agen(cies) ("CRA(s)") and/or in the event of default to a debt collection agency or solicitors firm (together, "DCA");
 - (b) I have a right to be informed, upon request, about which terms of the data are routinely so disclosed and I have a right to be provided with further information to enable the making of a data access and correction request to the relevant CRA(s) or DCA, as the case may be;
 - (c) in the event of any default in repayment, 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, I shall be liable to have my account repayment data retained by the CRA(s) until the expiry of 5 years from the date of final settlement of the amount in default;
 - (d) in the event of any amount in any account is written off due to bankruptcy order being made against me, I shall be liable to have my account repayment data retained by the CRA(s), regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days (namely material default), until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by me with evidence to the CRA(s), whichever is earlier; and
 - (e) upon termination of the loan/facility account by full repayment of all outstandings and on the condition that there has not been, within 5 years immediately before the loan/facility account termination, any material default in the loan/facility account, I will have the right to instruct you to make a request to the CRA(s) to delete from its database any account data relating to my terminated loan/facility account, as long as the instruction is given within five years of termination.
9. I acknowledge that when the Bank considers my application for loan/facility, the Bank may access and consider a credit report on me from a CRA(s) in its credit decision process.
10. I understand the Bank may consider my Consumer Credit Data (as defined under the Code of Practice on Consumer Credit Data) from credit report(s) of selected CRAs under the Multiple Credit Reference Agencies Model and authorize the Bank to access my Consumer Credit Data with the mentioned CRAs for the purpose of credit checking more than

once as the Bank deems necessary. If I wish to access the credit report(s) or have any enquiry about the credit reference agency(ies), I may contact the relevant CRAs TransUnion at Tel: (852) 2577 1816 /Pingan OneConnect Credit Reference Services Agency (HK) Limited at Tel: (852) 2271 6268.

11. I understand that I am entitled to request a copy of the credit report from the selected CRA(s) free of charge if the Bank has rejected my credit application within the past 30 business days.
12. I acknowledge that my loan/facility account is subject to review from time to time in relation to an increase in the loan/facility amount, the curtailing of loan/facility (including the cancellation of loan/facility or a decrease in the loan/facility amount) or the putting in place or implementation of a scheme of arrangement (including amendment of minimum payment or other repayment terms), then in order for the Bank to conduct such reviews during the subsistence of the account the Bank will access and make use of a credit report from a CRA(s).
13. I further agree to be bound by the Fubon Personal Loan Terms and Conditions applicable to this loan / facility and confirm that I have read and understood the Summary of Major Terms and Conditions attached. Acceptance of this application, loan amount and the interest rate granted shall be at the sole discretion of the Bank without giving any reason. **I agree that monthly statement of loan/facility account will not be issued by the Bank to me. I also agree that the Bank may use electronic means as the only means for provision of information to me. If I wish to receive relevant information in paper form, I may contact the Bank for request.**
14. **I confirm and undertake that if my application is successfully approved by the Bank, I will continue to maintain my financial condition in order that I will be able to pay all of my debts and liabilities as and when they fall due. I further confirm that as at the date hereof (and I shall continue to maintain in the status), I do not have any overdue payment exceeding 30 days and/or I did not in breach of any applicable terms and conditions thereof in respect of any borrowings, credit or financial accommodation which I have obtained from any other financial institution or third party.**
15. I further confirm that I am not (or have never been) subject to a bankruptcy order or a statutory demand (pursuant to the Bankruptcy Ordinance) served upon me by a credit or nor am I in the process of petitioning for bankruptcy nor do I have the intention to do so. I acknowledge that if I do subsequently file a petition for bankruptcy, then what I have declared above would be incorrect and false and I accept that such would constitute dishonesty and/or fraud on my part.
16. For any enquiry about the credit reference agencies engaged by the Bank in relation to my credit facility application, please contact the Integrated Customer Service Hotline at 2566 8181 (Press 2 after language selection) during office hours*. ***Please visit Fubon Bank Hong Kong Website>Personal>Loans>Personal Loan**
17. I declare that I am the beneficial owner of my loan / facility account and any transactions conducted by me through the account. I declare and undertake that no other person will have any interest of whatsoever nature in the account opened by me. Otherwise I shall provide the information of the beneficial owner(s) to the Bank.