

**Bank of India, Hong Kong Centre (the “Bank”)**  
**Circular to Customers and Other Individuals relating to the Personal Data (Privacy)**  
**Ordinance**

**A. Definitions & Rules of Interpretation**

1. The definitions and rules of interpretation below shall apply to this Circular:
  - (i). Authority: local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers;
  - (ii). Bank of India Group: the Bank, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individual) and “**member of the Bank of India Group**” has the same meaning;
  - (iii). Data Subjects: customers and various other individuals (including but not limited to applicants for banking/ financial services, shareholders, directors, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, account holder of a designated account, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer’s relationship with the Bank);
  - (iv). Hong Kong: Hong Kong Special Administrative Region;
  - (v). Ordinance: Personal Data (Privacy) Ordinance (Cap. 486)
2. Whenever used in this Circular, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. The headings in this Circular are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Circular.
3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

## **B. General Provisions**

4. From time to time, it is necessary for 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, guidelines or requests issued by regulatory or other authorities.
5. 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.
6. It is also the case that data are collected from
  - (i). Data Subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when Data Subjects write cheques, deposit money or apply for credit);
  - (ii). a person acting on behalf of the Data Subjects whose data are provided; and
  - (iii). other sources (for example, information obtained from credit reference agencies).
7. Data may also be generated or combined with other information available to the Bank or any member of the Bank of India Group.

## **C. Purposes of Data Collection**

8. The purposes for which data may be used are as follows:
  - (i). considering applications for products and services and the daily operation of the banking/financial products and/or services 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, products and other subjects (please see further details in paragraph 14 below);
- (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 or complying with any obligations, requirements or arrangements for disclosing and using data that apply to the Bank that it is expected to comply according to:
  - (a) any law or regulation binding on or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance (Cap.112) and its provisions including those concerning automatic exchange of financial account information);
  - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
  - (c) any present or future contractual or other commitment with Authority that is assumed by or imposed on the Bank or any member of the Bank of India Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other

authority, or self-regulatory or industry bodies or associations; and

- (d) any agreement or treaties between and among the Authorities
- (xi). meeting or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Bank of India Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xii). enabling an actual or potential assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant of the Bank's rights in respect of the Data Subject, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xiii). in connection with any member of the Bank of India Group defending or responding to any legal, governmental, or regulatory or quasigovernmental related matter, action or proceeding;
- (xiv). verifying Data Subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
- (xv). any other purposes relating to the purposes listed above.

#### **D. Disclosure of Data**

9. Data held by the Bank or a member of the Bank of India Group relating to a Data Subject will be kept confidential but the Bank or a member of the Bank of India Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 8 above:

- (i). any agents, contractors, sub-contractors, service providers or associates of the Bank of India Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
- (ii). any 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 (including their employees, directors and officers); (iii) any Authorities;

- (iii). any person under a duty of confidentiality to the Bank including a member of the Bank of India Group which has undertaken to keep such information confidential;
- (iv). the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (v). any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the Bank of India Group) or a person making any payment into the customer's account;
- (vi). credit reference agencies, and, in the event of default, to debt collection agencies;
- (vii). any person to whom the Bank or any of its branches or any member of the Bank of India Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 8(x), 8(xi) or 8(xii);
- (viii). any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
- (ix). any card acquirer of a merchant; and
- (x).
  - (a) any member of the Bank of India Group;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers
  - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
  - (d) co-branding partners of the Bank and/or any member of the Bank of India

Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be)

- (e) charitable or non-profit making organisations; and
- (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 8 (vii) above.

10. In addition, for the purposes set out in paragraph 8 above, data relating to a Data Subject may be held, stored and processed by the Bank, Bank of India Group, agent, contractor, or third party service provider outside Hong Kong although such holding, storage, processing may become subject to applicable laws and regulations outside Hong Kong. Unless the Bank receives any written objection, any Data Subject's continuation of accounts or banking facilities or utilization of banking services will constitute his consent on such holding, storage or processing outside Hong Kong.

11. **Data of the Data Subject of Hong Kong centre (i.e. the Bank's branches in Hong Kong Island and Kowloon) access will be available at our Data Centre in Mumbai, India. Accordingly in certain circumstances, such data may be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) of India.**

12. With respect to data in connection with mortgages applied by a Data Subject (in any capacity) on or after 1 April 2011, the following data relating to the Data Subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:

- (i). full name;
- (ii). capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Data Subject's sole name or in joint names with others);
- (iii). Hong Kong Identity Card Number or travel document number;
- (iv). date of birth;
- (v). correspondence address;
- (vi). mortgage account number in respect of each mortgage;
- (vii). type of the facility in respect of each mortgage;

- (viii). mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
  - (ix). if any, mortgage account closed date in respect of each mortgage.
13. The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the Data Subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

#### **E. Use of Data in Direct Marketing**

14. The Bank intends to use a Data Subject's data in direct marketing and the Bank requires the Data Subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- (i). the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Bank from time to time may be used by the Bank in direct marketing;
  - (ii). the following classes of services, products and subjects may be marketed:
    - (a) financial, insurance, credit card, banking and related services and products;
    - (b) reward, loyalty or privileges programmes and related services and products;
    - (c) services and products offered by co-branding partners of the Bank and/or any member of the Bank of India Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
    - (d) donations and contributions for charitable and/or non-profit making purposes;
  - (iii). the above services, products and subjects may be provided or (in the case of

donations and contributions) solicited by the Bank and/or:

- (a) any member of the Bank of India Group;
- (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
- (d) co-branding partners of the Bank and/or any member of the Bank of India Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
- (e) charitable or non-profit making organisations.

- (iv). in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 14(i) above to other members of the Bank of India Group for use by them in marketing those services, products and subjects, and the Bank requires the Data Subject's written consent (which includes an indication of no objection) for that purpose.

15. **If a Data Subject does not wish the Bank to use or provide his data to other members of the Bank of India Group for use in direct marketing as described above, the Data Subject may exercise his opt-out right by notifying the Bank.**

#### **F. Data Subject's Rights under the Ordinance**

16. 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 any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

#### **G. Credit Reference Agency**

17. In the event of any default of payment relating to an account, 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, the account repayment data (as defined in paragraph 16(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
18. In the event any amount in an account is written-off due to a bankruptcy order being made against a Data Subject, the account repayment data (as defined in paragraph 16(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the Data Subject with evidence to the credit reference agency, whichever is earlier.
19. Without limiting the generality of the foregoing, the Bank may from time to time access the personal and account information or records of a Data Subject held by the credit reference agency for the purpose of reviewing any of the following matters in relation to the existing

credit facilities granted to a Data Subject or a third party whose obligations are guaranteed by a Data Subject:

- (i). an increase in the credit amount;
  - (ii). the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
  - (iii). the putting in place or the implementation of a scheme of arrangement with the Data Subject or the third party.
20. The Bank may have obtained a credit report on a Data Subject from a credit reference agency in considering any application for credit. In the event a Data Subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.

#### **H. Miscellaneous**

21. Without prejudice to paragraphs 10 and 11, data of a Data Subject may be processed, kept and transferred or disclosed in and to any country as the Bank or any person who has obtained such data from the Bank referred to in paragraph 9 above considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
22. 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.
23. The person(s) to whom requests for access to or correction of data held by the Bank, or for information regarding the Bank's data policies and practices and kinds of data held by the Bank are to be addressed is as follows:

The Data Protection Officer:	Branch Manager (Hong Kong Branch)	Branch Manager (Kowloon Branch)
Address:	Bank of India 2 <sup>nd</sup> Floor, Ruttonjee Centre 11 Duddell Street, Central, Hong Kong	Bank of India 906-908 H.K. Pacific Centre 28 Hankow Road T.S.T., Kowloon, Hong Kong

Telephone:	852-28209229	852-2368 6921 or
	852-2820 9247	852-2368 6196
Fax:	852-2510 6149	852-2368 6521
	963-2877 1178	

24. Nothing in this Notice shall limit the rights of Data Subject under the Ordinance.

Effective Date: