

## Terms and Conditions of Homecare Programme (“Terms and Conditions”)

1. The Homecare Programme (or “**Homecare Program**”) offered by Prudential Assurance Malaysia Berhad (“**PAMB**”, or “**we**” or “**us**” or “**our**”) is a value-added service providing assistance in caregiving, medical chaperone, home assessment, caregiver training, and other services as may be listed at PAMB’s corporate website from time to time (“**Services**”), subject to the applicable terms and conditions as determined by us. The Services will be provided by PAMB’s appointed third-party service provider(s) (“**Service Provider**”). By participating in this Programme, you agree that you have read, understood and agreed to be bound by the Terms and Conditions and any change or modification that we may make to the Terms and Conditions, with prior notice to you. By participating in this Programme, you also agree to be bound by our Privacy Policy accessible at [www.prudential.com.my/en/privacy-policy](http://www.prudential.com.my/en/privacy-policy).
2. **Programme Eligibility**
  - (a) This Programme is open to all PAMB customers who have purchased an Eligible Plan whose claim for an Eligible Condition has been approved by PAMB (“**Eligible Customer**”, “**you**”, “**your**”).
  - (b) The term “Eligible Plan” refers to the plans eligible for this Programme listed at PAMB’s corporate website as may be determined by PAMB from time to time.
  - (c) The term “Eligible Condition” refers to the conditions eligible for this Programme listed at PAMB’s corporate website, as may be determined by PAMB from time to time.
3. **Homecare Programme Entitlement**
  - (a) Subject to the Terms and Conditions, each Eligible Customer who fulfils Clause 2 above shall be entitled to redeem the Services with value of eight per cent (8%) of the rider sum assured or sum assured (whichever applicable), up to a maximum of twenty-five thousand Ringgit Malaysia (RM 25,000), as approved and stated in the Eligible Customer’s claim approval letter (“**Entitlement**”). For clarity, any cost for the Services in excess of the Entitlement shall be borne by the Eligible Customer at their own expense.
  - (b) Each Eligible Customer shall only be entitled to one (1) Entitlement per Eligible Plan, regardless of the number of claims for Eligible Condition made under the Eligible Plan.
  - (c) Upon approval of an Eligible Condition, the Eligible Customer will receive the claim approval letter enclosing the Entitlement amount and a QR code to scan for more information on the Programme itself.
  - (d) The Eligible Customer shall contact the Service Provider to redeem the available Services. Please refer to PAMB’s corporate website on the steps to redeem the available Services.
  - (e) Each Entitlement is valid for a single use only and have a validity period for 1 year from the date of issuance of the claim approval letter. Any unused balance shall be forfeited and cannot be carried forward or reused again.
  - (f) Regardless of whether the policy owner is different from Life Assured or where the Eligible Policy is assigned or novated, the Entitlement can only be used by the Life Assured who was diagnosed with the Eligible Condition and whose claim has been approved by PAMB.
  - (g) In order to receive the claim approval letter, you must ensure that your mode of contact registered with PAMB is valid. In the event there is any change to your mode of contact, you

must update such changes via PRUServices at <https://pruservices.prudential.com.my/app> and provide complete documents as may be requested by PAMB.

- (h) If your mode of contact registered with PAMB is suspended, frozen, closed or unusable before or during the delivery of the claim approval letter for whatever reason, PAMB reserves the right to forfeit the Entitlement.
- (i) The Services are provided solely by the Service Provider and not PAMB. Hence, PAMB shall not be responsible for the Services. The usage of the Services is subject to the terms and conditions determined by the Service Provider. You agree to directly resolve any complaint or dispute in respect of the usage, redemption of the Services or any issues in general with the Entitlement, with the Service Provider.

#### 4. **General Terms and Conditions**

- (a) You must ensure that your particulars and any information provided to PAMB and/or the Service Provider are complete and accurate. PAMB and/or the Service Provider may request for further information from you for any reason it thinks appropriate, including to determine the authenticity of such information.
- (b) You grant PAMB the irrevocable right to use, edit, modify and/or publish your name, photos, videos or any other information submitted by you, in any way PAMB deems fit for any advertising and/or promotional purposes or for any other reason whatsoever without any further notice to you and you shall not be entitled to claim ownership or any payment or compensation in connection therewith.
- (c) You grant PAMB a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable license to use, copy, modify, publicly display, reproduce, translate, create derivative works from, and distribute your name, photos, videos or any other information submitted by you, in whole or in part, in connection with the provision, expansion and promotion of PAMB products and services, in any media known now or in the future. In participating in this Campaign, you also represent and warrant that you own the information described above or that you have all necessary rights to grant PAMB a license to use the information, and that our use of the information does not and will not infringe any rights of any third party.
- (d) If any third party makes a claim against PAMB due to your breach of the Terms and Conditions, you will indemnify PAMB for any costs, expenses, fees, taxes and other liabilities incurred by PAMB from such claim, including reasonable costs and expenses in defending and handling that claim.
- (e) By participating in this Programme, you agree that PAMB, its respective employees, officers, directors, agents, affiliates, parent and subsidiaries shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with this Programme, or resulting from acceptance, possession, redemption/use/misuse of the Entitlement and/or Services, or participation in this Programme, quality or outcome of Services provided under this Programme including without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy, unless due to PAMB's gross negligence or wilful misconduct specifically related to this Programme. In no event shall our total liability in contract, tort (including negligence), statute or otherwise for all damages exceed the amount of Ringgit Malaysia (RM20.00) only.
- (f) You shall be solely responsible for the redemption/usage of the Entitlement and/or Services under this Programme. PAMB shall not be required to offer replacement of the Entitlement and/or Services or otherwise to compensate you for any:

- (i) non-availability of, discontinued, invalid, or cancelled Entitlement and/or Services;
  - (ii) redemption, use or misuse of the Entitlement and/or Services;
  - (iii) alterations made to the Entitlement and/or Services; or
  - (iv) inability to redeem or use the Entitlement and/or Services due to technical issues or issues beyond PAMB's control.
- (g) The Entitlement and the Services provided under this programme are non-transferable and not exchangeable for cash, credit or in kind. Any request for the Entitlement and/or the Services to be delivered to a third party will not be entertained.
- (h) PAMB shall have the discretion to decide in respect of all matters and disputes concerning this Programme in accordance with treating you and PAMB's customers fairly.
- (i) PAMB shall have the right to disqualify you and forfeit the Entitlement if PAMB determines you to be tampering with the entry process or the operation of this Programme, or where the Eligible Policy has been terminated for any reason, or any of the Terms and Conditions are not fulfilled or have been breached.
- (j)
  - (i) PAMB shall have the right to amend the Terms and Conditions with or without prior notice to you.
  - (ii) PAMB shall have the right to suspend or delay this Programme with or without prior notice to you.
  - (iii) PAMB shall have the right to terminate this Programme with ninety (90) days' prior written notice to you.
  - (iv) The mode of notification (if any) of the amendment, suspension, termination or delay shall be at PAMB's discretion, including but not limited to displaying the same in any of PAMB's website or social media sites.
  - (v) Subject to Clause 4(e), any amendment, cancellation, termination, or suspension by PAMB of this Programme shall not entitle you to any claim against PAMB for any and all losses or damages suffered or incurred as a direct or indirect result from the amendment, cancellation, termination, or suspension.
- (k) PAMB's decision on all matters concerning this Programme, including the Terms and Conditions, shall be final, binding, and conclusive. No correspondence and/or appeal shall be entertained.
- (l) The laws of Malaysia shall govern this Programme and you agree to submit to the exclusive jurisdiction of the courts of Malaysia. In the event any of the provisions in the Terms and Conditions is invalid, illegal or unenforceable under any applicable laws, rules, orders, directives, requirements, standards, guidelines and codes of practice having legal effect on us, the legality and enforceability of the remaining provisions shall not be affected.
- (m) The Terms and Conditions as well as the Entitlement are separate from your insurance proposal(s) and/or insurance policies and shall not in any event be construed as a variation to the terms and conditions of your insurance proposal(s) and/or insurance policy(ies). All insurance proposals are subject to PAMB's standard processing and/or underwriting rules. Further, the Entitlement shall not form part of the rights, benefits and monies payable under your insurance policy(ies). The Homecare Programme is a value-added service and is not part of the contractual benefit under your insurance policy(ies). The Entitlement will be delivered to

you in accordance with the Terms and Conditions even after you have assigned the rights, benefits and monies payable under your insurance policy(ies) absolutely to another person.

- (n) In performing your duties under this Programme, you must comply with all applicable anti-bribery and anti-corruption laws (and related regulation and guidance). In particular, you hereby acknowledge and agree:
  - (i) to comply with the Malaysian Anti-Corruption Commission Act 2009, the US Foreign Corrupt Practices Act, the UK Bribery Act, and the Hong Kong Prevention of Bribery Ordinance, together with any related regulation and guidance and that you shall not act in such a way that is or could be construed as a violation of these laws and requirements, including but not limited to offering a bribe or making a facilitation payment to a public official or to any other party;
  - (ii) that you will ensure that your activities in connection or relating to your obligations under the Terms and Conditions will not cause PAMB to be in breach of any anti-bribery and anti-corruption laws (and related regulation and guidance);
  - (iii) if you, in connection with or relating to your obligations under the Terms and Conditions, are asked to partake in any activity, that is in violation of any anti-bribery or anti-corruption laws, or becomes aware of any such conduct by your workforce or within your control and concerning or relating to the Terms and Conditions, you agree to immediately report the details of this to PAMB; and
  - (iv) PAMB shall have the right to disqualify your entry/entries on no notice, without liability for any actual breach of this paragraph.
- (o) Regardless of anything to the contrary contained in this Programme,
  - (i) if PAMB learns or is notified that the Eligible Customer is named on any Sanctions list, or is threatened with being added to any Sanctions list; or
  - (ii) if PAMB could be found to be in breach of Sanctions obligations as a result of this Programme, then PAMB shall disqualify the Eligible Customer with immediate effect and take any other action we may deem appropriate, including but not limited to notifying any relevant government authority without notice and liability.

“Sanctions” refers to any restrictive measures imposed on targeted regimes, countries, governments, entities, individuals and industries imposed by international bodies or governments in Malaysia or outside of Malaysia, including but not limited to the Office of Financial Sanctions Implementation HM Treasury, the United Nations, the European Union, the US Treasury Department’s Office of Foreign Assets Control and the Hong Kong Monetary Authority.

This paragraph, and our ability to claim for any losses that we may incur arising out of the operation of this paragraph, shall survive any termination or expiry.

- (p) The Terms and Conditions may be provided in English and Chinese. In case of any inconsistencies between these two versions, the English version shall prevail.