

TERMS & CONDITIONS

1. **PRUbiz** beyond customer loyalty privileges programme (“**PRUbiz** beyond”) is a membership programme offered by Prudential Assurance Malaysia Bhd (“**Company**”) to the Company’s customers.
2. **PRUbiz** beyond is managed and operated by the Company and its membership is by invitation only.
3. **PRUbiz** beyond membership
 - a. **PRUbiz** beyond membership’s qualifying criteria is as set by the Company at its absolute and sole discretion from time to time.
 - b. The Company reserves the right to change the qualifying criteria for **PRUbiz** beyond membership at any time without prior notice.
 - c. The Company reserves the right to grant, revoke or refuse any membership at its sole and absolute discretion.
4. **PRUbiz** beyond member (“**Member**”)
 - a. Each Company’s customer who qualify for **PRUbiz** beyond will receive a **PRUbiz** beyond card bearing the Member’s name.
 - b. Members are deemed to have accepted this terms and conditions in either of the following events, whichever is the earlier:
 - i. Upon exercising or using any **PRUbiz** beyond customer loyalty rights or privileges; or
 - ii. Upon expiry of thirty (30) days from the day the Company sends the Card to the Member, unless the Company receives the eligible member’s written notification refusing that he/she does not agree to be a member within the said thirty (30) day period.
 - c. Members who wish to discontinue their Membership must provide written notice to the Company. Upon the Company receiving the Member’s notice of discontinuance, all benefits and privileges of the Member shall cease with immediate effect.
 - d. For the purpose of Clause 4(b)(ii) and (c) above, the Company is deemed to have received the eligible Member/ Member’s written notification only upon the Company actually receiving the same.
5. **PRUbiz** beyond card (“**Card**”)
 - a. The Card is the property of the Company.
 - b. The validity of the Card is for the duration as stated on the Card.
 - c. The Card is non-transferable and may only be used by the Member whose name is stated on the Card.
 - d. All benefits of **PRUbiz** beyond is subject to the presentation of a valid Card. The Card must be presented by the Member only, and may be required to show proof of his/her identity in order to enjoy the privileges of the Card.
 - e. Loss or theft of the Card must be reported immediately to the Company.
 - f. A fee may be charged for replacing lost or damaged cards. The new Card shall have the same validity as the previous issued Card.

6. The benefits products and services of **PRUBiz** beyond available to the Members will be available on the Company's website at www.prudential.com.my under the **PRUBiz** beyond webpage. The Members agree that the Company shall be entitled at its sole and absolute discretion to modify the programme structure, benefits and other features, including amendment of these Terms and Conditions, or to terminate the **PRUBiz** beyond programme at any time. The Company will use reasonable efforts to notify Members of material changes to **PRUBiz** beyond and/or to these Terms & Conditions through www.prudential.com.my or any other website ("**Company's Website**") as may communicated to the Members from time to time. It is the responsibility of the Members to keep themselves up-to-date in respect of the **PRUBiz** beyond and these Terms & Conditions. The Company and/or partners ("**Partners**") in the **PRUBiz** beyond programme will not be liable for loss or damage resulting from any amendment(s) to **PRUBiz** beyond or to these Terms & Conditions. The Company and Partners reserves the right not to provide any benefits and privileges stated in **PRUBiz** beyond.
7. When a Member uses the products or services provided by the Partners, the terms and conditions of the Partners shall apply. The Company shall not be liable for any loss arising from products or services provided by the Partners.
8. The provisions of benefits, products and services by the Partners to Members are solely between the Partners and Members, and the Members may be liable to pay for such benefits, products or services. The Company is not a party to such transactions, and the Company does not in any way owe any contractual or any other duty obligation to the Members. The Company does not make any representation or provide warranty with respect to the availability, efficacy, quality and suitability of any benefits, products or services to be provided by the Partners. Further, the Company's full disclaimers, terms and conditions with respect to individual benefits, products and services shall apply.
9. **PRUBiz** beyond and/or its membership is between the Company and the Member. It does not amount to the Company being an agent to the Partners, their subsidiaries or affiliates. The Company shall not be responsible for any injury, loss or damages suffered from the use of any of the benefits, products or services offered by Partners.
10. Termination of **PRUBiz** beyond Membership
 - a. Any Member who commits a misconduct, engages in fraud, abuses **PRUBiz** beyond benefits, and/or fails to adhere to these Terms & Conditions for any reason, will have his/her Membership terminated. All **PRUBiz** beyond benefits and privileges shall cease forthwith.
 - b. Misuse of the Card or programme benefits may result in immediate termination or suspension of **PRUBiz** beyond membership, or withdrawal of **PRUBiz** beyond benefits.
 - c. The Company reserves the right to terminate any Membership at its sole and absolute discretion, at which point all the benefit and privileges will be cancelled. Such termination shall be without prejudice to the rights and remedies of the Company, Partners and Members that have accrued before termination.
 - d. Membership will cease automatically upon the death of the Member and the Member's benefits and privileges will be cancelled.

11. The Company will endeavor to keep current information on the **PRU**biz beyond website at www.prudential.com.my current. The Company is not responsible for any information that has not been updated.
12. Any failure or delay by the Company to exercise or enforce any right or remedy pursuant to the Terms and Conditions governing **PRU**biz beyond for whatever reason shall not be deemed as a waiver of its right to take subsequent action in respect of that right or remedy or of any other right of remedy.
13. The Terms and Conditions represent a legally binding agreement between the Company and a Member. The updated Terms and Conditions pertaining to **PRU**biz beyond can be found on the Company's website at www.prudential.com.my, which shall supersede all other prior agreements, terms and conditions between the Company and Member. All the terms and conditions at any amendments and variations from time to time shall form the entire terms and conditions binding between the Company and the Member. If there is any inconsistency in these Terms and Conditions and those set out on the Company's Website, the terms and conditions set out on the Company's Website shall prevail.