



Dear valued customer,

**Group Insurance Plan: PRUGuard Family**  
**Master Policyholder: PRUDENTIAL ASSURANCE MALAYSIA BERHAD**

Thank you for applying to be covered under **PRUGuard Family** ("Policy"), a group insurance plan underwritten by us, Prudential Assurance Malaysia Berhad ("Prudential") as the insurer.

We are pleased to inform you that your application is successful, and to signify our acceptance to your application, please find enclosed the Insurance Certificate for your reading and safekeeping. Your insurance coverage starts from the Commencement Date shown in the Insurance Certificate.

We strongly encourage you to take time to read the document thoroughly to understand the various benefits and coverage provided under this policy.

You may also refer the attached Product Disclosure Sheet and Frequently Asked Questions (FAQ) for further information.

Should you require further clarification on this policy, please feel free to e-mail us at [customer.mys@prudential.com.my](mailto:customer.mys@prudential.com.my).

Once again, thank you for insuring with our Company and entrusting us with the responsibility to look after your financial needs. We look forward to continuing serving you well into the future.

[Note: This letter is computer-generated and does not require a signature.]

**IMPORTANT NOTE:**

The benefit(s) payable under eligible certificate/policy is(are) protected by Perbadanan Insurans Deposit Malaysia ("PIDM") up to limits. Please refer to PIDM's Takaful and Insurance Benefits Protection System ("TIPS") Brochure or contact Prudential Assurance Malaysia Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).



## **INSURANCE CERTIFICATE SUMMARY INFORMATION**

The Certificate Holder and Insured Member should read the following information in line with the conditions stated in this Insurance Certificate.

### **1. PROOF OF AGE**

The Insured Member's age has not been admitted. Therefore, in the event of claim under this Insurance Certificate, We require satisfactory proof of age of the Insured Member.

### **2. CHANGES OF CONTACT DETAILS**

In order for Us to keep the Certificate Holder informed of material information, Certificate Holder must make sure We have the Certificate Holder's latest correspondence address, email address and all other contact details. Also, please provide us with the updated tax related information if there is a change to your circumstances and any of the information in our record becomes incorrect.

### **3. FREE LOOK PERIOD**

The Certificate Holder may within fifteen (15) days after the delivery of this Insurance Certificate ("Free Look Period"), cancel this Insurance Certificate through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us. We shall refund the premiums paid in respect of this Insurance Certificate less any medical expenses which We may have already paid or agreed to pay.

### **4. PAYMENT OF PREMIUMS**

Premiums will be made via withdrawal from the Certificate Holder's Employees Provident Fund ("EPF") Account. Any premiums paid to Us will be shown in the Certificate Holder's EPF statement. It is important to keep the EPF statement as proof of payment of premium for any future reference. The Insurance Certificate that We issued shall not serve as proof of payment of premium.

We may also make available other payment facilities from time to time, depending on whether the Certificate Holder has attained age 56 next birthday and with insufficient amount in his/her EPF Account, or upon the termination of the Certificate Holder's Insurance Certificate pursuant to Clause 7.1(e) of the Certificate Holder's Insurance Certificate.

In the event of non-receipt of the Initial Premium from the Certificate Holder's EPF Account, the Insurance Certificate shall be void by treating as if the Insurance Certificate was never issued.

### **5. SURRENDERING THE INSURANCE CERTIFICATE**

The Certificate Holder may surrender this Insurance Certificate at any time through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us. Upon surrender of this Insurance Certificate, We shall pay the Surrender Value of this Insurance Certificate.

### **6. CUSTOMER SERVICE**

We are committed to provide quality service to all Our customers. Please feel free to email Us at [customer.mys@prudential.com.my](mailto:customer.mys@prudential.com.my) if you have any enquiries on your insurance coverage.

### **7. CONSUMER AWARENESS**

BNMLINK and BNMTLELINK provide customer service on general enquiries and public complaints in matters related to the financial sector. Besides that, it also provides information on the regulatory aspects of insurance products and services. BNMLINK and BNMTLELINK can be contacted at the following address:

#### **BNMLINK**

(Walk-in Customer Service Centre)  
Ground Floor, D Block,  
Jalan Dato' Onn,  
50480 Kuala Lumpur  
Operating hours: 9.00am-5.00pm (Monday-Friday)

#### **BNMTLELINK**

Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465 (LINK)  
Fax: 03-2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

### **8. OMBUDSMAN FOR FINANCIAL SERVICES**

The Ombudsman for Financial Services is set up to offer consumer protection to policyholders, and to resolve disputes over claims settlement between the insurance company and consumers/policyholders. Any Certificate



Holder who is not satisfied with the decision of the insurance company may write to the ombudsman at the following addresses:

**Ombudsman for Financial Services**

*(formerly known as Financial Mediation Bureau)*

Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel: 03-2272 2811  
Fax: 03-2272 1577  
Website: [www ofs.org.my](http://www ofs.org.my)

**9. JABATAN LINK & PEJABAT WILAYAH**

Jabatan LINK & Pejabat Wilayah in Bank Negara Malaysia oversees and monitors public complaints and inquiries on insurance and insurance related matters. Jabatan LINK & Pejabat Wilayah can be contacted at the following address:

**Jabatan LINK & Pejabat Wilayah**

Bank Negara Malaysia  
Level 13C  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel: 03-2698 8044  
Fax: 03-2693 4051

SAMPLE



## INSURANCE CERTIFICATE SCHEDULE

### Particulars about the Insurance Certificate

Insurance Certificate Number: 00000001  
Commencement Date: 01-07-2023

### Particulars about the Insured Member

Name: JOHN DOE  
NRIC Number: 950101-01-XXXX  
Age Next Birthday: 29 (Non-Admitted)  
Gender: Male  
Relationship to Certificate Holder: Self

### Particulars about the Certificate Holder

Name: JOHN DOE  
NRIC Number: 950101-01-XXXX  
Age Next Birthday: 29 (Non-Admitted)  
Gender: Male

### Plan Information

Group Insurance Plan Name	<b>PRUGuard Family ("Policy")</b>	
Master Policyholder	PRUDENTIAL ASSURANCE MALAYSIA BERHAD Company No. 198301012262 (107655-U)  Address: Level 26, Menara Prudential, Persiaran TRX Barat, 55188 Tun Razak Exchange, Kuala Lumpur, Malaysia	
Master Policy Number	PGF001	
Certificate Holder's Insurance Certificate Number	Not applicable	
Eligible Members	<ul style="list-style-type: none"><li>Members of Employees Provident Fund ("EPF"), who are between age next birthday of 19 and 65 (both ages inclusive);</li><li>Spouse of EPF Members, who are between age next birthday of 19 and 65 (both ages inclusive);</li><li>Children of EPF Members, who are between 14 days and age next birthday of 65 (both ages inclusive);</li><li>Ward of EPF Members, who are between 14 days and age next birthday of 65 (both ages inclusive); and</li><li>A Malaysian citizen currently residing in Malaysia,</li></ul> subject to PAMB's acceptance of cover and the terms and conditions set by EPF.	
Benefits	<ul style="list-style-type: none"><li>Death Benefit</li><li>Total and Permanent Disability (TPD) Benefit</li><li>Accidental Death Benefit</li></ul>	
Sum Assured	Death Benefit Total and Permanent Disability (TPD) Benefit Accidental Death Benefit	RM 200,000
Coverage Period	12 months from the Commencement Date of this Insurance Certificate, and any subsequent Renewed Period (if renewed by meeting the provisions of this Insurance Certificate).	

### Premium Details

Premium Amount	RM 424.00 ("Initial Premium") per annum  The Initial Premium indicated for this Insurance Certificate is based on the Insured Member's age next birthday at the Commencement Date and the premium payable to renew this Insurance Certificate ("Renewal Premium") increases every year on the Certificate Anniversary in accordance with the Insured Member's age next birthday. Please refer to the Premium Table below for the Renewal Premium payable at each Certificate Anniversary. ("Initial Premium" and "Renewal Premium" shall collectively be known as "Premium" in this Insurance Certificate.)
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Frequency of Premium Payment	Annual																																
Payment Method	Withdrawal from Certificate Holder's Employees Provident Fund (EPF) Account																																
Premium Table	<table border="1"> <thead> <tr> <th rowspan="2">Age Next Birthday</th> <th colspan="2">Yearly Premium Rate (RM) per RM1,000 Sum Assured</th> </tr> <tr> <th>Male</th> <th>Female</th> </tr> </thead> <tbody> <tr> <td>1 - 35</td> <td>2.12</td> <td>1.38</td> </tr> <tr> <td>36 - 40</td> <td>2.56</td> <td>1.78</td> </tr> <tr> <td>41 - 45</td> <td>3.59</td> <td>2.53</td> </tr> <tr> <td>46 - 50</td> <td>6.29</td> <td>3.45</td> </tr> <tr> <td>51 - 55</td> <td>9.33</td> <td>5.39</td> </tr> <tr> <td>56 - 60</td> <td>13.39</td> <td>8.41</td> </tr> <tr> <td>61 - 65</td> <td>19.73</td> <td>12.29</td> </tr> <tr> <td>66 - 70</td> <td>27.35</td> <td>18.35</td> </tr> <tr> <td>71 - 74</td> <td>40.41</td> <td>28.06</td> </tr> </tbody> </table>	Age Next Birthday	Yearly Premium Rate (RM) per RM1,000 Sum Assured		Male	Female	1 - 35	2.12	1.38	36 - 40	2.56	1.78	41 - 45	3.59	2.53	46 - 50	6.29	3.45	51 - 55	9.33	5.39	56 - 60	13.39	8.41	61 - 65	19.73	12.29	66 - 70	27.35	18.35	71 - 74	40.41	28.06
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<p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>The Premium for this Insurance Certificate is not guaranteed and may be revised at the Certificate Anniversary in line with this Insurance Certificate. The Certificate Holder will be notified of the revised Premium at least three (3) months (or any period as provided under the law) prior to Certificate Anniversary. The change to the Premium shall apply from the next Certificate Anniversary.</li> <li>The Premium shown in the table above is not inclusive of Taxes (if any).</li> </ul>																																	

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## INSURANCE CERTIFICATE

### 1. The Policy

- 1.1. This Insurance Certificate is issued according to the terms of the **PRUGuard** Family ("Policy") with Master Policy Number as shown in the Insurance Certificate Schedule. It describes the insurance coverage provided by Us to the Insured Member under the Policy, where the Policy is an agreement between the Master Policyholder and Us.
- 1.2. This Insurance Certificate shall not participate in any surplus distribution by Us.

### 2. Definitions

In this Insurance Certificate, the following words and phrases are defined as below:

- 2.1. **Accident** means a sudden, unintentional, unexpected, unusual and specific event caused or resulted independently of any other cause and directly by violent, external and visible means that happens at an identifiable time and place.
- 2.2. **Adopted Child** means a person who has legally become the Child of someone who is not their biological parents, where the adoption has been authorized and registered in accordance with the provisions of any written law relating to the adoption of children from time to time in force in Malaysia.
- 2.3. **Biological Child** means the natural child of the Certificate Holder, other than a Non-Biological Child.
- 2.4. **Certificate Anniversary** means the anniversary of the Commencement Date shown in the Insurance Certificate Schedule of this Insurance Certificate.
- 2.5. **Certificate Holder** means the EPF Member referred to as the Certificate Holder in the Insurance Certificate Schedule of this Insurance Certificate.
- 2.6. **Certificate Holder's Insurance Certificate** means the Insurance Certificate which provides insurance coverage to the Certificate Holder, as mentioned in the Insurance Certificate Schedule of this Insurance Certificate.
- 2.7. **Certificate Year** means:
  - (a) the twelve (12) months period from the Commencement Date shown in the Insurance Certificate Schedule of this Insurance Certificate (including that Commencement Date); or
  - (b) the twelve (12) months period immediately after any preceding Certificate Year, whichever is applicable.
- 2.8. **Child or Children** means a person:
  - (a) who has attained the age of 14 days old; and
  - (b) who is either a Biological Child or Non-Biological Child of the Certificate Holder.
- 2.9. **Commencement Date** means the start date of this Insurance Certificate and is the date from which the insurance coverage is effective on the Insured Member. The Commencement Date is shown in the Insurance Certificate Schedule of this Insurance Certificate.
- 2.10. **Coverage Period** means the period of coverage of this Insurance Certificate. The Coverage Period is shown in the Insurance Certificate Schedule of this Insurance Certificate.
- 2.11. **Diagnosed or Diagnosis** means a definite diagnosis made by a Doctor based on specific evidence of a Critical Illness, whichever is applicable. It shall be based on radiological, clinical, histological or laboratory evidence that We accept. If there is any doubt about the diagnosis, We can arrange a physical examination of the Insured Member or analysis of the evidence used in arriving at the diagnosis. This is carried out by an independent expert in the field of medicine concerned. His/her opinion shall be binding on the Certificate Holder, Insured Member and Us.
- 2.12. **Doctor or Surgeon or Physician** means a registered medical practitioner qualified and licensed in Malaysia to practice western medicine. In providing treatment, this person must be practicing within the scope of his licensing and training in the geographical area of practice. This person cannot be the Master Policyholder, the Certificate Holder, the Insured Member, the Certificate Holder's, Insured Member's or Master Policyholder's husband or wife or a close relative.
- 2.13. **EPF Member** means a member of the Employees' Provident Fund (EPF).



- 2.14. **Expiry Date** means the date of the Certificate Anniversary after the Insured Member's attains the age of seventy-five (75) next birthday.
- 2.15. **Hospital** means an establishment set up and registered as a hospital for the care and treatment of sick and injured people as paying bed patients, and which:
- (a) has facilities for diagnosis and major surgery;
  - (b) provides 24-hours nursing services by registered and graduate nurses;
  - (c) is under the supervision of a Doctor; and
  - (d) is not mainly a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the elderly, or a similar establishment.
- 2.16. **Illegitimate/Non-Marital Child** means a Child who is born other than in a legal marriage.
- 2.17. **Insurance Certificate** means this Insurance Certificate that We issue, and shall also include the Summary of Application, Insurance Certificate Summary Information, Insurance Certificate Schedule, Annexures (if any) and any endorsement or addendum issued by Us.
- 2.18. **Insured Member** means the person named in the Insurance Certificate Schedule of this Insurance Certificate as the Insured Member.
- 2.19. **Master Policyholder** means the party named in the Insurance Certificate Schedule of this Insurance Certificate as the Master Policyholder.
- 2.20. **Non-Biological Child** means an Adopted Child, Illegitimate/Non-Marital Child, Stepchild or Ward of the Certificate Holder.
- 2.21. **Pre-Existing Conditions** mean disability, illness and/or condition that the Certificate Holder and/or Insured Member has reasonable knowledge of before the Commencement Date of this Insurance Certificate. The Certificate Holder and/or Insured Member may be considered to have reasonable knowledge of a pre-existing condition where the disability, illness and/or condition is one for which:
- (a) the Insured Member had received or is receiving treatment;
  - (b) medical advice, diagnosis, care or treatment has been recommended;
  - (c) clear and distinct symptoms are or were evident; or
  - (d) its existence would have been apparent to a reasonable person in the circumstances.
- 2.22. **Policy** means the General Provisions, Basic Provisions, any supplementary policies, schedules, annexures, appendices, endorsements, Insurance Certificate, Master Policy Schedule, Insurance Certificate Schedule, and any amendments We have signed. The Policy shall be the contract between the Master Policyholder and Us.
- 2.23. **Spouse** means the legally married husband or wife of the Certificate Holder.
- 2.24. **Stepchild** means a Child of the Certificate Holder's Spouse from a previous marriage.
- 2.25. **Surrender Value** means the surrender value of this Insurance Certificate We shall set in line with the Financial Services Act 2013 or any such relevant Act that may replace it in future.
- 2.26. **Taxes** mean:
- (a) goods and services tax;
  - (b) value added tax;
  - (c) consumption tax; or
  - (d) any other tax, duty, charge or imposition of a similar nature by whatever name called; which may be imposed or charged under the laws and regulations, or rules, rulings or guides from the relevant authority.
- 2.27. **Ward** means a person under the care and control of a guardian appointed by their parents or a court of law.
- 2.28. **We/Us/Our** means Prudential Assurance Malaysia Berhad, the insurer.

### 3. Premium

- 3.1. The amount of the Initial Premium and the Renewal Premium ("Initial Premium" and "Renewal Premium" shall collectively be known as "Premium" in this Insurance Certificate) and the frequency of Premium payment are shown in Insurance Certificate Schedule of this Insurance Certificate. The Certificate Holder



shall pay the Initial Premium on the Commencement Date shown in Insurance Certificate Schedule of this Insurance Certificate and the subsequent Renewal Premium at each Certificate Anniversary.

- 3.2. The Certificate Holder has one (1) month grace period from each Certificate Anniversary to pay the Premium for this Insurance Certificate ("Grace Period"). If the Certificate Holder does not pay the Premium within the Grace Period, all Benefits shown in Insurance Certificate Schedule of this Insurance Certificate shall lapse on the date on which the unpaid Premium becomes due.
- 3.3. We can revise the Premium at any time by giving the Certificate Holder three (3) months' (or any period as provided under the law) written notice. The change to the Premium shall apply from the next Certificate Anniversary.

#### 4. Benefits

##### 4.1. Death Benefit

- (a) If the Insured Member dies while the Insured Member is covered under this Insurance Certificate, We will pay the Sum Assured for Death Benefit as shown in the Insurance Certificate Schedule of this Insurance Certificate, less any amount to be reduced as a result of an earlier admission of claim for accelerated benefits, to the Certificate Holder or person entitled through the Certificate Holder.
- (b) Exclusion of Death Benefit
  - (a) We shall not pay the Death Benefit under this Insurance Certificate if the death of the Insured Member is directly or indirectly caused by or in connection with the Insured Member's suicide, whether while sane or insane, within one (1) year from the Commencement Date of this Insurance Certificate.
- (c) Conditions for Paying Death Benefit
  - (a) Written notice of death of the Insured Member, together with the proof of claim, the relevant claim documents and information that We request to evaluate the claim as well as to establish the cause and circumstances of death of the Insured Member (collectively referred to as "Death Claim Notice") must be served on Us through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us, or given to Our Head Office as soon as possible within 6 months of the date of death. They shall only be treated as served when We actually received them.
  - (b) If the Death Claim Notice fails to reach Us within the prescribed period, it shall not mean the claim is invalid if it can be shown that it was not reasonably possible to give the Death Claim Notice within the prescribed period and that the Death Claim notice was given as soon as was reasonably possible.
  - (c) We are not liable for any expenses incurred to obtain the Death Claim Notice.
  - (d) We can refuse to pay the Death Benefit under this Insurance Certificate if the above conditions are not met.

##### 4.2. If the Insured Member is a juvenile

- (a) Regardless of anything We may say in Clause 4.1.1 of this Insurance Certificate, if the Insured Member dies before reaching the age of five (5), the Sum Assured for Death Benefit shall be based on the following Scale of Benefit:

<b>Age Next Birthday of the Insured Member at the date of death</b>	<b>Percentage (%) of the Sum Assured for Death Benefit</b>
1	20
2	40
3	60
4	80
5	100





## **5. Renewal**

- 5.1. This Insurance Certificate shall be renewed automatically for another Certificate Year ("Renewed Period") on each Certificate Anniversary, when the provisions of this Insurance Certificate and conditions below are met:
- the insurance coverage in this Insurance Certificate remains in force until the day immediately before the Certificate Anniversary of the Renewed Period up to the Expiry Date;
  - the Certificate Holder pays the Premium pursuant to Clause 3 of this Insurance Certificate; and
  - this insurance product has not been discontinued pursuant to Clause 9.3 of this Insurance Certificate.

## **6. Cancellation**

- 6.1. The Certificate Holder may cancel this Insurance Certificate by sending Us a written notice within 15 days after the Insurance Certificate has been delivered to the Certificate Holder ("Free Look Period").
- 6.2. If the Certificate Holder cancels this Insurance Certificate within the Free Look Period, the premium paid in respect of this Insurance Certificate less any medical expenses which We may have already paid or agreed to pay will be refunded. Upon refund of premium, this Insurance Certificate shall be deemed cancelled and Our liability shall cease.
- 6.3. If the Certificate Holder chooses to cancel the Certificate Holder's Insurance Certificate (if applicable) within the Free Look Period, this Insurance Certificate shall also be cancelled and Clause 6.2 above would be applied to this Insurance Certificate.

## **7. Termination**

- 7.1. Subject to Clause 9.3 of this Insurance Certificate, the insurance coverage in this Insurance Certificate, shall automatically terminate on the earliest of the following:
- the date the insurance coverage of the Insured Member is cancelled, lapsed, voided or terminated;
  - upon payment of Surrender Value under this Insurance Certificate;
  - on the last day of the Coverage Period of this Insurance Certificate;
  - on the Expiry Date;
  - the date on which the Insured Member dies; or
  - when there is no amount payable for any benefits under this Insurance Certificate.
- 7.2. Upon the termination of the Certificate Holder's Insurance Certificate pursuant to Clause 7.1(e) above and if the Insured Member is age 19 next birthday and above on such date of death, the following shall automatically occur:
- all rights, benefits and obligations of the Certificate Holder under this Insurance Certificate shall cease with immediate effect; and
  - save for the Insurance Certificate Schedule of this Insurance Certificate and Clause 2 above, all references to "Certificate Holder" in this Insurance Certificate shall be deleted and replaced with "Insured Member".
- 7.3. Upon the termination of the Certificate Holder's Insurance Certificate pursuant to Clause 7.1(e) above and if the Insured Member is below the age of 19 next birthday on such date of death, all rights, benefits and obligations of the Certificate Holder under this Insurance Certificate shall continue and all references to "Certificate Holder" in this Insurance Certificate shall remain.

## **8. Misrepresentation / Fraud**

- 8.1. If the Certificate Holder's and/or the Insured Member's answer or statement or information provided before this Insurance Certificate was entered into, varied or renewed is found to be false or misleading, or if the Certificate Holder and/or Insured Member has failed to disclose information as required, We have the right to void the insurance coverage of the Insured Member or exercise any of the rights available to Us in Schedule 9 of the Financial Services Act 2013 or any other law that replaces this Act. In this regard, any refund made shall be paid to the Certificate Holder.
- 8.2. If any information given to support any benefits or claim made is fraudulent or exaggerated, or any false declaration was made in support of such claim, We can terminate the insurance coverage of the Insured Member.

## **9. Changes and Notifications**

- 9.1. Notifications



9.1.1. All notices must be in writing and shall be treated as served on the Certificate Holder if delivered or sent to or left at the Certificate Holder's latest correspondence address or any other address the Master Policyholder or the Certificate Holder gives Us in writing. Any notice sent by post shall be treated as received 3 days after it is posted.

9.1.2. We may give the Certificate Holder notice by fax, e-mail, text message, or electronic means. We may also give the Certificate Holder notice by any other method if We feel the circumstances are appropriate after considering the market development on such method. Any notice sent by fax shall be treated as written notice and served when We get confirmation of the transmission. If notice is sent by e-mail or text message or electronic means or any other method, it shall be treated as written notice and served on the next business day after sending.

9.1.3. All requests and/or notices and/or claims must be served on Us in writing through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us. They shall only be treated as served when We actually received them.

## 9.2. Changes to the Insurance Certificate

9.2.1. We can change any provisions in this Insurance Certificate by giving the Certificate Holder notice for any of the following reasons:

- (a) if in view of any laws, regulations, rules, orders, directives, requirements, standards, guidelines and code of practice by any governmental statutory or regulatory body or association, We think it is necessary to make such changes;
- (b) to respond to changes in the way this Insurance Certificate is managed or administered, with proper regard to the need to treat Master Policyholder (or the Certificate Holder and/or Insured Member when required under the law) fairly;
- (c) to respond to changes in technology or general practice in the insurance industry; or
- (d) to correct errors, if it is reasonable to do so.

## 9.3. Discontinuance of Insurance Product

9.3.1. We can discontinue this insurance product by giving the Certificate Holder not less than thirty (30) days' (or any period as provided under the law) prior written notice. In doing so:

- (a) this Insurance Certificate becomes not renewable; and
- (b) We will cancel this Insurance Certificate and offer to issue the Certificate Holder/Insured Member with a new Insurance Certificate under another insurance product. In this regard, the new Insurance Certificate that We offer to issue to the Certificate Holder/Insured Member will be on terms different from this Insurance Certificate, which may include but not limited to the terms relating to benefits and amount of premium. The Certificate Holder can choose to accept or reject the offer,

When We do the above, this Insurance Certificate shall be terminated from the Certificate Anniversary immediately following the expiry of the notice period.

## 10. Surrendering the Insurance Certificate

10.1. The Certificate Holder can surrender this Insurance Certificate at any time through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us.

10.2. Upon surrender of this Insurance Certificate, We shall pay the Surrender Value of this Insurance Certificate.

10.3. If the Certificate Holder chooses to surrender the Certificate Holder's Insurance Certificate (if applicable), this Insurance Certificate shall also be surrendered, and Clause 10.2 would be applied to this Insurance Certificate.

## 11. Correspondences

11.1. In all correspondences that We issue, the following words and phrases mentioned in the correspondences are to be read as follows:

- (a) **Policy** means the Insurance Certificate that We issue;
- (b) **Policy Number** means the Insurance Certificate Number stated in the Insurance Certificate Schedule;



- (c) **Life Assured** means the Insured Member named in the Insurance Certificate Schedule; and
- (d) **Assured** means the Certificate Holder named in the Insurance Certificate Schedule,

unless We intend the above words and phrases to mean something else other than the above. In such case, we will mention such intention in the correspondences.

For the avoidance of doubt, this insurance product is a group insurance plan and is not an individual life insurance policy.

## 12. Interpretation

- 12.1. This Insurance Certificate shall be interpreted and governed by the laws of Malaysia.
- 12.2. In this Insurance Certificate, unless We say something else or unless it should in the circumstances be understood differently:
  - (a) the headings are inserted for convenience only and shall not affect the interpretation of this Insurance Certificate;
  - (b) the words including the singular shall include the plural and vice-versa; and
  - (c) a masculine personal pronoun as used herein includes the feminine, whenever the context requires.
- 12.3. If any provision or part of a provision of this Insurance Certificate is invalid or unenforceable under the law, the validity and enforceability of the remaining provisions are not affected. The affected provision or part of the provision is deemed to be severed.

## 13. Legal Proceedings

- 13.1. No action in law or in equity shall be brought to recover on this Insurance Certificate before the expiration of sixty (60) days after the written proof of claim has been submitted to Us in line with the requirements set out in this Insurance Certificate.

## 14. Arbitration

- 14.1. If there is any disagreement about this Insurance Certificate, the matter shall be referred to an Arbitrator to be appointed in writing by the Master Policyholder and Us. If both parties cannot agree on one Arbitrator, We shall each appoint an Arbitrator, within 1 calendar month from being required to do so in writing by the other party. If the two Arbitrators cannot agree on a decision, an Umpire, who shall have been appointed in writing by the Arbitrators before the Arbitration, shall make the final decision. An award by Arbitration shall be a condition precedent to any right of action against Us. If We decide We are not liable for a claim and it is not taken to Arbitration within 12 months of Our decision, We shall assume the claim has been abandoned.

## 15. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities

- 15.1. Regardless of anything to the contrary contained in this Insurance Certificate, (i) if We learn or are notified that the Master Policyholder, the Certificate Holder, the Insured Member, or any other beneficial owner named at the application stage, nominee, beneficiary, individual or entity that is associated with the Policy, is named on any Sanctions list, or is threatened with being added to any Sanctions list, or (ii) if We or any bank or other relevant third party could be found to be in breach of Sanctions obligations as a result of taking any action under the Policy, then We may:
  - (a) terminate the Policy (or terminate the insurance coverage of the Insured Member) with immediate effect with or without prior notice to the Master Policyholder or the Certificate Holder or the Insured Member, and/or
  - (b) take any other action We may deem appropriate, including but not limited to notifying any relevant government authority, withholding any payments, freezing any monies paid to Us, and transferring any such payments or monies to any relevant government authorities.
- 15.2. We shall not be liable for any losses of whatever nature that the Master Policyholder, Certificate Holder, Insured Member or anyone else may incur as a result of Us taking action under this clause. This clause,



and Our ability to claim for any losses that We may incur arising out of the operation of this clause, shall survive any termination of the Policy.

For the purpose of this clause, "Sanctions" mean: restrictive measures imposed on targeted regimes, countries, governments, entities, individuals and industries 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 Ministry of Home Affairs in Malaysia.

*- The rest of the page is deliberately left blank -*

SAMPLE



## ANNEXURE

### Total and Permanent Disability (TPD) Benefit

#### 1. Benefits

- 1.1. This Annexure applies to the Insured Member as shown in the Insurance Certificate Schedule of this Insurance Certificate. Subject to the provisions set out in this Policy, We shall pay the Total and Permanent Disability (TPD) Benefit ("TPD Benefit") set out below from the Commencement Date of this Insurance Certificate.
- 1.2. Subject to the provisions set out in this Policy and while this Annexure is in force to cover the Insured Member, if the Insured Member suffers from Total and Permanent Disability ("TPD") while the Insured Member is covered under this Insurance Certificate and the TPD has been diagnosed by a Doctor while the Insured Member is covered under this Insurance Certificate, We will pay the TPD Benefit, of which the TPD Benefit will be the Sum Assured for TPD Benefit as shown in the Insurance Certificate Schedule of this Insurance Certificate.
- 1.3. Regardless of anything We may say in Clause 1.2 of this Annexure, if the Insured Member suffers from TPD before reaching the age five (5) next birthday, the Sum Assured for TPD Benefit shall be based on the following Scale of Benefit:

Age Next Birthday of the Insured Member at the date of Diagnosis of TPD	Percentage (%) of the Sum Assured for TPD Benefit
1	20
2	40
3	60
4	80
5	100

- 1.4. TPD Benefit is a benefit that provides coverage for TPD of the Insured Member, of which its Sum Assured as shown in the Insurance Certificate Schedule of this Insurance Certificate will reduce the amount payable for death.

#### 2. Exclusions

- 2.1. We shall not pay any TPD Benefit pursuant to this Annexure if the TPD of the Insured Member occurs due to any condition, illness, injury or event which is directly or indirectly caused by, or accelerated by, or in connection with:
- (a) any attempted suicide or self-inflicted injury whether attempted/inflicted while sane or insane;
  - (b) any traveling in an aircraft other than as a pilot or member of the crew or a fare paying passenger in a commercial aircraft licensed for passenger service on scheduled flights over established routes only;
  - (c) any participation in any aerial sporting activities such as hang-gliding, ballooning, parachuting, sky-diving, bungee jumping and other such similar activities;
  - (d) committing or attempting to commit a criminal offence by the Insured Member;
  - (e) alcohol, narcotic, drugs or stimulators abuse, or their complications;
  - (f) war or aggressive acts, including invasions, acts of foreign countries, enemy's acts (whether with or without war declaration), civil wars, insurrections, revolutions, riots, interference by military authorities or usurpation; or
  - (g) any Pre-Existing Conditions.

#### 3. Conditions

- 3.1. The following conditions shall apply before We pay any claims under this Annexure:
- (a) Written notice of any claim for this TPD Benefit, together with the proof of claim, the relevant claim documents and information that We request to evaluate the claim as well as to establish the cause and circumstances of the Insured Member's TPD condition (collectively referred to as "TPD Claim Notice") must be given to Our Head Office as soon as possible within 6 months of the date of event giving rise to the claim while the Insured Member is alive. They shall only be treated as served when We actually received them.



- (b) If the TPD Claim Notice fails to reach Us within the prescribed period, it shall not mean the claim is invalid if it can be shown that it was not reasonably possible to give the TPD Claim Notice within the prescribed period and that the TPD Claim notice was given as soon as was reasonably possible.
- (c) After submitting the TPD Claim Notice, the Insured Member must agree to a medical examination carried out by a Doctor We have appointed as may be required. In order to assess the claim, the Insured Member may be subject to more than one medical examination.
- (d) If the Insured Member suffers from TPD, We shall be entitled to request for information to evaluate the claim and as well as to establish the cause and circumstances of the Insured Member. Unless We notify the Insured Member otherwise, We are not liable for any costs involved in this.

3.2. We can refuse to pay the TPD Benefit if the above conditions are not met.

#### 4. Termination

4.1. This Annexure and the insurance cover that We describe here shall terminate automatically when:

- (a) the Insured Member attains the age of 70 next birthday;
  - (b) this Insurance Certificate terminates pursuant to the provisions set out in the other parts of this Insurance Certificate;
  - (c) the Insured Member's insurance coverage terminates pursuant to the provisions set out in this Insurance Certificate; or
  - (d) We approve a claim pursuant to this Annexure,
- whichever happens first.

4.2. The termination of this Annexure shall not affect any claim that has arisen before the Annexure terminates.

#### 5. Definitions

In this Annexure, certain words have specific and defined meanings.

Please refer to the following, as well as the Definitions provisions set out in the Basic Provisions of this Policy and the Insured Member's Insurance Certificate, for definitions of words that have specific and defined meanings:

- 5.1. **Limb** – shall mean one of the paired jointed extremities of the body, from scapula down for an arm and from hip down for a leg.
- 5.2. **TOTALLY AND PERMANENTLY DISABLED/TOTAL AND PERMANENT DISABILITY/ TPD** – shall mean the following:
  - (a) while below the age of 16 years, the insured life suffers an accident, or illness or sickness and as a direct result of such accident or illness or sickness, he/she:
    - (i) requires constant care and attention; and
    - (ii) is confined to his/her home under medical supervision or in a hospital or similar institution.
  - (b) while aged above and including 16 years but below the age of 61 years, the insured life:
    - (i) becomes permanently and completely unable to engage in any occupation and is permanently and completely unable to perform any work for remuneration or profit;
    - (ii) totally and irrecoverably loses sight in both eyes;
    - (iii) totally and irrecoverably loses by severance one limb each at or above his/her wrist and ankle, or two limbs at or above his/her wrist or ankle; or
    - (iv) totally and irrecoverably loses sight in one eye and totally and irrecoverably loses by severance one limb at or above his/her wrist or ankle.
  - (c) while aged above and including 61 years but below the Policy Anniversary of insured life's ANB 70 or expiry of the policy, whichever is earlier, the insured life shall receive confirmation by a Consultant Physician of the loss of independent existence lasting for a minimum period of 6 months and resulting in a permanent inability to perform at least 3 of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

Activities of Daily Living are:



- (i) Transfer  
Getting in and out of a chair without requiring physical assistance.
- (ii) Dressing  
Putting on and taking off all necessary items of clothing without requiring assistance of another person.
- (iii) Mobility  
The ability to move from room to room without requiring any physical assistance.
- (iv) Bathing/Washing  
The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- (v) Eating  
All tasks of getting food into the body once it has been prepared.
- (vi) Continence  
The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.

In all cases above, such disability must be permanent and must last for a minimum period of six (6) consecutive months.

For the purpose of this Annexure, the word "permanent", shall mean beyond the hope of recovery with current medical knowledge and technology.

**\*\*END OF ANNEXURE\*\***



## ANNEXURE

### Accidental Death Benefit

#### 1. Benefits

1.1. This Annexure applies to the Insured Member as shown in the Insurance Certificate Schedule of this Insurance Certificate. Subject to the provisions set out in this Policy, We shall pay the Accidental Death Benefit set out below from the Commencement Date of this Insurance Certificate.

1.2. Subject to the provisions set out in this Policy and while this Annexure is in force to cover the Insured Member, if the Insured Member dies while the Insured Member is covered under this Insurance Certificate and the death of the Insured Member is caused by an Accident ("Accidental Death"), in addition to the Death Benefit under this Insurance Certificate, We will pay the Accidental Death Benefit, of which the Accidental Death Benefit will be one (1) time of the Sum Assured for Accidental Death Benefit as shown in the Insurance Certificate Schedule of this Insurance Certificate;

except where:

(a) the Accidental Death occurred:

- (i) while the Insured Member was travelling in any mechanically propelled Public Conveyance;
- (ii) while the Insured Member was in an Elevator Car (but not in mines and/or on construction sites); or
- (iii) while the Insured Member was in a Theatre, Hotel or other Public Building when the fire started in that Theatre, Hotel or other Public Building,

the Accidental Death Benefit payable will be two (2) times of the Sum Assured for Accidental Death Benefit as shown in the Insurance Certificate Schedule of this Insurance Certificate;

or

(b) the Accidental Death occurred while the Insured Member was residing or travelling:

- (i) in Republic of Singapore;
- (ii) in Brunei Darussalam; or
- (iii) outside of Malaysia (excluding Republic of Singapore and Brunei Darussalam) for not more than ninety (90) consecutive days in each trip,

the Accidental Death Benefit payable will be three (3) times of the Sum Assured for Accidental Death Benefit as shown in the Insurance Certificate Schedule of this Insurance Certificate.

1.3. Regardless of anything We may say in Clause 1.2 of this Annexure, if the Insured Member dies due to accident before reaching the age five (5) next birthday, the Sum Assured for Accidental Death Benefit shall be based on the following Scale of Benefit:

<b>Age Next Birthday of the Insured Member at the date of death due to accident</b>	<b>Percentage (%) of the Sum Assured for Accidental Death Benefit</b>
1	20
2	40
3	60
4	80
5	100

#### 2. Exclusions

2.1. We shall not pay any Accidental Death Benefit pursuant to this Annexure if the Accidental Death of the Insured Member occurs due to any condition, illness, injury or event which is directly or indirectly caused by or in connection with:

- (a) war, invasion, act of foreign hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or taking part in a riot, strike or civil commotion;
- (b) breaking or trying to break any law or to resist arrest;





- (c) attempted suicide or self-inflicted injuries while sane or insane;
- (d) pre-existing physical or mental illness or infirmity;
- (e) engaging in or taking part in professional sports, scuba diving, racing of any kind, aerial flights (including bungee jumping, hang-gliding, ballooning, parachuting and sky-diving) other than as a crew member of or as a fare-paying passenger on a licensed passenger-carrying commercial aircraft operating on a regular scheduled route or any dangerous activities or sports, unless We agree in a special endorsement;
- (f) narcotics or drugs unless taken as prescribed by a Doctor; or
- (g) alcoholic intoxication.

### 3. Conditions

- 3.1. If the Insured Member dies, We shall be entitled to request for information to evaluate the claim and as well as to establish the cause and circumstances of the death of the Insured Member. We are not liable for any costs involved in this.
- 3.2. We shall not pay the Accidental Death Benefit when the conditions under Clause 3.1 of this Annexure are not met or when the Death Benefit under this Insurance Certificate is not paid.

### 4. Termination

- 4.1. This Annexure and the insurance cover that We describe here shall terminate automatically when:
  - (a) the Insured Member attains the age of 70 next birthday;
  - (b) this Insurance Certificate terminates pursuant to the provisions set out in the other parts of this Insurance Certificate;
  - (c) the Insured Member's insurance coverage terminates pursuant to the provisions set out in this Insurance Certificate; or
  - (d) We approve a claim pursuant to this Annexure,whichever happens first.
- 4.2. The termination of this Annexure shall not affect any claim that has arisen before the Annexure terminates.

### 5. Definition

In this Annexure, certain words have specific and defined meanings.

Please refer to the following, as well as the Definitions provisions set out in the Basic Provisions of this Policy and this Insurance Certificate, for definitions of words that have specific and defined meanings:

Elevator Car	A vertical transport vehicle powered by electric motor that moves people or goods between floors of a building.
Hotel	An establishment that provides lodging and usually meals, entertainment and various personal services for the public.
Public Building	A building, or a defined or enclosed place used or constructed or adapted to be used either ordinarily or occasionally as a church, chapel, mosque, temple or other place where public worship is or religious ceremonies are performed, not being merely a dwelling-house so used, or as a cinema, public hall, public concert room, public ballroom, public lecture room, or public exhibition room, terminus, or shopping arcade, or as a public place of assembly for persons admitted by ticket or otherwise, or used or constructed or adapted to be used either ordinarily or occasionally for any other public purpose.
Public Conveyance	A mode of licensed transport available to the general public that serves to carry its fare paying passengers from one place to another on scheduled trips over established routes as its primary purpose. Public conveyance shall include any public bus, taxi, airport limousine, train, monorail, commercial aircraft and ferry. With the exception of cruise liners, this definition does not include private flights and other transportations used for leisure and entertainment.



Theatre

A building, part of a building, or outdoor area for housing dramatic presentations, stage entertainments, or motion-picture shows.

**\*\*END OF ANNEXURE\*\***

SAMPLE



## **SUMMARY OF APPLICATION FOR PRUGuard Family**

### **Your Pre-Contractual Duty of Disclosure**

In order for us to assess your application, please provide all details asked in this application. You have a duty to take reasonable care to answer the questions correctly and disclose any facts that you know to be relevant to our decision. This duty continues until coverage starts.

If you are also purchasing coverage for your spouse, child or ward, you confirm that you have been authorized to act on his / her behalf and that you have informed such person(s) that you are providing his / her Personal Data to us and have obtained his / her consent to do so. You also confirm that you have explained the contents of this application to him / her and he / she understands, agrees and authorises Prudential Assurance Malaysia Berhad to process his / her Personal Data.

### **1. YOUR PERSONAL DETAILS**

NRIC No.	950101-01-XXXX
Name as per NRIC:	JOHN DOE
Date of Birth:	01/01/1995
Gender:	Male
Relationship to EPF Member:	Self
Smoker:	No
Residential Address:	NO. 1, JALAN PRUDENTIAL
Country of Residence:	MALAYSIA
Residential Status:	MALAYSIAN CITIZEN
Nationality:	MALAYSIAN
Email:	johndoe@email.com
Country Code:	+60
Mobile Phone Number:	012-3456XXX

### **2. YOUR INSURANCE COVERAGE DETAILS**

Group Insurance Plan : **PRUGuard Family**  
Master Policyholder : PRUDENTIAL ASSURANCE MALAYSIA BERHAD (PAMB)  
Master Policy Number : PGF001  
Sum Assured : RM 200,000  
Amount of Premium : RM 424.00  
Coverage Term : 12 months from the Commencement Date of the Insurance Certificate, and any subsequent Renewed Period (if renewed by meeting the provisions of the Insurance Certificate).

### **3. HEALTH STATEMENT**

I declare that:

In the past 5 years, I HAVE NOT BEEN diagnosed with, given treatment or medical advice for or experienced symptoms for any of the following conditions:

- High blood pressure, diabetes, stroke, chest pain, heart disease;
- Kidney, liver, lung or endocrine disease;
- Brain or nervous system disease;
- Cancer, tumor, growth\*; or
- HIV, AIDS or any disability;

*\*For tumor, or growth which have been removed without recurrence and confirmed as benign, please select "Yes, I have not".*

Yes, I have not

### **4. PRODUCT MATERIALS**

Overview of **PRUGuard Family**. Please read the following Product Materials before you decide to take out the plan. Be sure to also read the general terms and conditions.

- Product Disclosure Sheet
- Master Policy Document
- FAQ

### **5. YOUR DECLARATIONS**

I **am aware** that the product provides coverage for Death, Total & Permanent Disability (TPD) and Accidental Death.

Yes



I **am aware** that the product does not provide/pay out Death Benefit if death is due to suicide during the first (1<sup>st</sup>) certificate year.

Yes

I **am aware** that if I change my mind, I have 15 days from the coverage commencement date to cancel my coverage and I can obtain a refund.

I **am aware** that I can nominate my beneficiaries (if applicable) via **PRU**Services in Pulse by Prudential mobile application after sign-up. (you may wish to inform them about the policy to make payment of future claims easier)

Yes

I **am aware** that the premium for this plan varies by the attained age of the Insured Member on each certificate anniversary date.

I **am aware** that if I am unsure, and for more details on exclusions, terms and conditions as well as claims guide, I can refer to the **Product Disclosure Sheet, FAQ, Master Policy & Insurance Certificate**. I may also reach customer service at customer.mys@prudential.com.my for any other enquiries.

Yes

I **give my consent** to Prudential Assurance Malaysia Berhad ("PAMB"), the insurer, to release my personal data to third parties for direct marketing purposes. I can withdraw my consent at any time by letting PAMB know in writing.

No

By clicking Proceed, I declare that:

- a) I **acknowledge** I have reviewed the selected plan, the information I provide is accurate and that I have read and fully understood the **Declarations, Product Materials and FAQ**, as well as **PAMB's Privacy Policy** and I agree that they are binding on me. If I have given PAMB Personal Data about another person(s), I agree that I have: (a) been authorised by such person(s) to act on his/her behalf; (b) obtained his/her consent to the Declarations, Product Materials and FAQ; (c) informed such person(s) that I am providing his/her Personal Data to PAMB, and have obtained his/her consent to do so; and (d) explained the contents of PAMB's Privacy Policy to such person(s) and he/she understands, agrees and authorises PAMB to process such Personal Data according to PAMB's Privacy Policy;
- b) I **instruct** PAMB to credit the monies payable under the Insurance Certificate issued pursuant to this application to Employees Provident Fund ("EPF"), except when EPF specifies that EPF has released control of these monies or when the monies payable are resulted from an approval of claim under that Insurance Certificate. I **agree** that PAMB's liability pertaining to those monies is discharged, once PAMB pays the monies based on EPF's instruction; and
- c) I **authorise** and give my **consent** to PAMB to disclose and to provide information related to this application and the Insurance Certificate issued pursuant to this application (which includes personal data as described under PAMB's Privacy Policy) to EPF, for EPF to perform its roles, responsibilities and powers as intended under EPF Act 1991 ("Consent"). This Consent includes information about another person that I give now and from time to time, which I confirm I am authorised by such person to act on their behalf. I release PAMB from all legal responsibilities and liabilities that may arise from or in connection with this Consent and the disclosure of the information.



## A. Declarations

1. I am aware that the following is my pre-contractual duty of disclosure:

All details required in this application are relevant to decision of Prudential Assurance Malaysia Berhad ("PAMB") on whether to accept the risk and any rates and terms to be applied. I have a duty to take reasonable care not to make any misrepresentation to PAMB when completing this application. Such duty of disclosure shall continue until the time a contract of insurance is entered into pursuant to this application. I would also have to take reasonable care to disclose to PAMB any matter which may not be covered in this application that I know to be relevant to PAMB's decision on whether to accept the risk, and the rates and terms to be applied.

If there is any pre-contractual misrepresentation made, the insurance coverage may be avoided, claim denied or reduced, terms of the policy changed, or the policy terminated.

2. I declare that the information given in regard to this application and any information I have given to Prudential Assurance Malaysia Berhad ("PAMB") is true, full and complete and I have not withheld any important information.
3. I have also read PAMB's Privacy Policy displayed at the bottom of its corporate website. I understand that PAMB's Privacy Policy will be updated from time to time. Any update to PAMB's Privacy Policy shall be notified on its corporate website and the latest version of PAMB's Privacy Policy on its corporate website shall take precedence over any privacy policies previously displayed on its corporate website.

I understand and agree that any personal data, including any sensitive personal data ("Personal Data") provided in this application shall be processed in accordance with PAMB's Privacy Policy displayed on its corporate website.

4. I have read the product disclosure sheet, brochures (if any), sales illustrations (if any) and other marketing materials (if any), paying particular attention to those benefits which are guaranteed and those benefits which are not guaranteed (if any) and my duties under the insurance.
5. If I have given PAMB Personal Data about another person(s), I agree that I have:
  - (a) been authorised by such person(s) to act on his/her behalf;
  - (b) explained and read to him/her the product disclosure sheet, brochures (if any), sales illustrations (if any) and other marketing materials (if any) for this plan;
  - (c) informed such person(s) that I am providing his/her Personal Data to PAMB, and have obtained his/her consent to do so; and
  - (d) explained the contents of PAMB's Privacy Policy to such person(s) and he/she understands, agrees and authorises PAMB to process such Personal Data according to PAMB's Privacy Policy. For the avoidance of doubt, this consent extends to any personal data, including any sensitive personal data provided in this application which shall be processed in accordance with PAMB's Privacy Policy displayed on its corporate website.



## **B. PAMB's Privacy Policy**

We, Prudential Assurance Malaysia Berhad ("PAMB"), take the privacy and protection of your personal data seriously.

So, we've set out the below information about our processing of your personal data, what rights you have, and how you can get in touch if you want to know more.

When we say "personal data", we mean information about you, such as your name, date of birth and contact details. We collect personal data from you that is necessary for us to either provide you with the product or service you've requested or to comply with statutory or contractual requirements. Unfortunately, if you're unable to provide certain personal data which is necessary for us to provide our products and/or services to you, we will not be able to provide you with those products and/or services.

We may change this Privacy Policy from time to time by updating our Privacy Policy page on our website. We encourage you to check our Privacy Policy from time to time on our website, as the version of our Privacy Policy which is currently displayed on our website takes precedence over all previous versions of our Privacy Policy.

### **Part A – Personal data we process**

- Personal and contact details, such as title, full name, contact details and contact details history;
- Travel document information;
- your date of birth, gender and/or age;
- your nationality, details and copies of identity documents (if relevant to the product or service);
- details of third parties that you provide to us, including without limitation to beneficiaries (including minor beneficiaries), nominees, trustees, assignees, life assured, of our products or services;
- details about your family members (if relevant to the product or service);
- records of your contact with us such as where you get in touch via the phone number of our customer service centre and, if you get in touch with us online using our online services or via our smartphone app, details such as your mobile phone location data, IP address and MAC address;
- products and services you hold with us, as well as those you have been interested in and have held and the associated payment methods used;
- the usage of our products and services, any claims and whether those claims were paid out or not (and details related to this);
- analysis of data relating to marketing made to you, including history of communications and whether you open them or click on links;
- information about your use of products or services held with our Marketing Partners, such as insurance policies or financial services and products;
- information we obtain from third parties, including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;
- personal data which we obtain from Credit Reference Agencies and Fraud Prevention Agencies, including public (for example, defaults) and shared credit history, financial situation and financial history;
- fraud, debt and theft information, including details of money you owe, suspected instances of fraud or theft, and details of any devices used for fraud;
- criminal records information, including alleged offences;
- information about your health/medical records or if you are a vulnerable customer or if you are applying for medical or life insurance;
- information about your property, such as location, value, number of rooms, property type and building work you've had done (if relevant to the product or service);
- financial details about you, such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- details about all your existing borrowings and loans (if relevant to the product or service);
- information about your employment status (if relevant to the product or service);
- your residency and/or citizenship status;
- your marital status, family, lifestyle or social circumstances (if relevant to the product or service). For example, the number of dependents you have or if you are a widow or widower;



- information we buy or rent from third parties, including demographic information, details of outstanding finance, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- insights about you and our customers gained from analysis or profiling of customers;
- third party transactions; such as where a person other than the account holder uses the service, information about that person and the transaction; and
- tax information (if relevant to the product or service). For example, for investment accounts.

## **Part B – Where we get your personal data**

- We'll collect personal data from the following general sources:
- from you directly, and any information from family members, associates or beneficiaries of products and services;
- information generated about you when you use our products and services;
- from a broker or other intermediary (for example, agents, distributors, business partners) who we work with to provide products or services or quotes to you;
- Prudential Group companies if you already have a product or service with them, have applied for one or have held one previously;
- Cookies, location services, IP addresses when you visit our website or mobile app or when you fill up contact us forms within our website or app;
- Third parties including without limitation to insurers, vendors, financial institutions, medical personnel, industry associations, regulators, trustees, assignees, life assured, nominees of our products and services, courts or public records;
- Questionnaire and contact details when you attend surveys, investor conferences, roadshows or when you update contact us forms on our website;
- from other sources such as Fraud Prevention Agencies, Credit Reference Agencies, other lenders, publicly available directories and information (for example, telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, other organisations to assist in prevention and detection of crime, police and law enforcement agencies; and
- we buy or rent information about you or customers generally from third parties including demographic information, vehicle details, claims history, fraud information, marketing lists, publicly available information and other information to help improve our products and services or our business.

### **Part B.1 – Cookie Policy [Applicable only if you are accessing our website]**

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you use our website and also allows us to improve our website. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. Cookies contain information that is stored on your computer's hard drive. You have the ability to accept or decline cookies by modifying the setting in your browser. If you would like to do this, please see the help menu of your browser.

We use the following types of cookies:

- Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into our secure website;
- Analytical/performance cookies. These allow us to recognise and count the number of visitors to our website and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily; and
- Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- By continuing to use our website, you accept to the use of cookies as outlined above.

## **Part C - How we use your personal data and why**



We may use the personal data you provide to us, together with other information, for the following purposes:

- to process your application;
- to administer and process insurance policies, insurance claims and medical, security and underwriting checks;
- to process payment instructions;
- to verify your eligibility for insurance, financial or wealth management products and services;
- to design and provide you with future insurance, financial and related products and services;
- to communicate with you;
- to comply with any regulatory or other legal requirements;
- to investigate and settle claims and detect and prevent fraud (whether or not relating to the policy issued in respect of your application);
- to carry out checks using agencies including but not limited to credit reference agencies and tracing companies;
- to provide customer services;
- to perform automated decision-making or profiling;
- to perform a policy review or needs analysis;
- use of new technologies to conduct research and statistical analysis;
- conferring an interest, benefit or privilege on you as our customer or potential customer where such interest, benefit or privilege may be provided by us or third parties;
- carrying out any activity in relation to or in connection with our duties as an insurer;
- data matching;
- exercising any right of subrogation; and
- to send you information on third party's services and/or products which may be of interest to you..

#### **Who we share your personal data with and why**

We may share your personal and your health information with our financial or health business partners and third party service providers (including without limitation insurers, takaful operators, lawyers, bankers, accountants, auditors, investment managers, scheme advisors, financial institutions, trustees (and other stakeholders) and processors of these third party service providers, other third party service providers who provide administrative, telecommunications, computer, payment, printing, redemption, IT service and platform providers or other services to us to enable us to operate our business), doctors, medical specialists, hospitals, clinics, our representatives or intermediaries, re-insurance companies and retakaful companies, medical bill review companies, claims investigations companies, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, industry associations and federations, databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information, risk management and regulatory compliance solutions, regulators and government agencies, law enforcement agencies and the courts, Prudential Group, your joint policy or investment holder, professional advisors, researchers, credit reference agencies, debt collection agencies, financial/health institutions and partnerships for any of the purposes set out in this Part C. If you have a joint policy, the other person may receive your personal data too. If appropriate, we may also pass on your personal data to financial crime prevention agencies, any legal, regulatory or government bodies.

We may process your personal data in a country other than the one in which you reside. To the extent we transfer your personal data, we will use appropriate safeguards and comply with the laws of the country to which your personal data is transferred.

#### **We keep your personal data for a set amount of time**

Your personal data will be stored either for as long as you (or your joint policyholder) are our customer and for a period of seven years after the end of the customer relationship, or longer if required by law. There may be specific circumstances where it is necessary for us to retain your personal data for longer (such as when a dispute arises).

#### **Part D - Reference checks**





For certain products, we may use approved credit reference agencies, tracing companies, financial crime prevention agencies, risk management and regulatory compliance solutions or publicly available information, to help us to check your identity, as well as to prevent fraud and money laundering; this may include checks on your current or previous addresses. Results of these may be recorded for future reference.

These checks may also be carried out for any third parties including without limitation the life assured, nominee, trustee, beneficiary and assignee, that you provide personal data on. Should we ever lose contact with you, we may use these agencies to verify your address to help us get back in touch.

Any transfer of your personal data will always be done securely.

#### **Part E – We may use your personal data to make automated decisions or profile you**

We, PAMB, Prudential Group, our Business Partners, and our Marketing Partners may use your personal data to make automated decisions affecting you or to conduct other profiling (for example, marketing profiling).

#### **Part F – Use of your sensitive personal data**

For certain products or services, we'll need to process your sensitive personal data, such as information relating to health, genetics, biometric identifiers and sexual orientation. We will only process these types of sensitive personal data after having obtained your express consent for us to do so.

#### **Part G – You're in control**

When it comes to how we use your personal data, you have the right to:

- request a copy of your personal data (we have the right to charge a reasonable fee to complete this request);
- request that we correct anything that's wrong or outdated, or complete any incomplete personal data;
- limit or withdraw any part of your consent you have previously given for the processing of your personal data, however such action may prevent us from performing our obligations to you;
- limit or withdraw your consent to us using your personal data for direct marketing or other processing for the purposes set out in Part A; and
- complain to a data protection authority or another independent regulator about how we're using it.

If you currently reside in a EU jurisdiction, additional rights under the General Data Protection Regulation (GDPR) may apply. As such, you may:

- ask us to delete your personal data if it is no longer needed for the purposes set out in Part A or if there is no other legal basis for the processing;
- object to us using your personal data for direct marketing (including related profiling) or other processing based on legitimate interests;
- request to be provided a copy of your personal data in a structured and commonly used format in certain circumstances; and
- limit how we use your personal data or withdraw your consents (including automated decision making) you have given for the processing of your personal data.

If you want to exercise your rights, or would like an explanation about these rights, we've explained how you can get in touch in the Contact Us section.

If you do need to speak to us, please note that for the purpose of this Privacy Policy the data controller<sup>1</sup> of your personal data is PAMB. We may monitor or record calls or any other communication we have with you. This might be for training, for security, or to help us check for quality.

#### **Part H – Acting on someone else's behalf?**

When you give us personal data about another person (or persons), you should have been appointed and authorised by such person to act on their behalf. This includes obtaining their consent to:



- our processing of their personal data and sensitive personal data (as we've explained in Parts A - G above); and
- you getting any privacy policies or other related notices on their behalf.

If for any reason you are concerned as to whether you are permitted to provide us with the other person's information, please contact us at the email address below before sending us anything.

### **Part I – Direct marketing**

We will send you information on products and services provided by us, the Prudential Group and carefully selected third parties.

Additionally, before providing your personal data to the third parties in Part C for direct marketing purposes, we may be required by law to obtain your express consent, and in such cases, only after having obtained such express consent, may we do so.

And if you change your mind, and/or you would like to opt-out of receiving direct marketing, it's easy to let us know. Just use one of the options in the Contact us section.

### **Contact us**

If want to exercise your rights in Part G or if you require any other information about any other part of this Privacy Policy, you can contact us in several different ways.

You can contact PAMB's Customer Service Officer by telephone at 603-2771 0228 or by email at customer.mys@prudential.com.my.

### **Part J – Links to Third Party Websites**

This website may contain links to third party websites. PAMB has no control over the content of such third party websites or the way that the operators of these websites deal with your personal data. You should review the privacy policies applicable to these third party websites to understand the ways in which these third parties may deal with your personal data.

### **Inconsistencies**

In the event that there shall be any conflict or inconsistencies between the English and Bahasa Malaysia versions of this Privacy Policy, for the purposes of interpretation and construction, the English language version of this Privacy Policy shall prevail and be given effect to.

Prudential Group means Prudential plc, Prudential Holdings Limited and any other affiliates of Prudential plc. Prudential plc is not affiliated in any manner with Prudential Financial Inc., a company whose principal place of business is in the United States of America, or with the Prudential Assurance Company, a subsidiary of M&G plc, a company incorporated in the United Kingdom.

Business Partners means our service providers, accountants, auditors, IT service and platform providers, intermediaries, reinsurers, investment managers, agents, pension trustees (and other stakeholders), scheme advisors, introducers, selected third party financial and insurance product providers, and our lawyers.

Marketing Partners means our service providers, intermediaries, trustees (and other stakeholders), scheme advisors, introducers and selected third party financial and insurance product providers.

<sup>1</sup> Data Controller - Natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.