

Legal Documentation

Terms and Conditions – Malaysia content

1. Governing Documentation and Membership Conditions

AIA Vitality programme is operated in Malaysia by AIA Health Services Sdn. Bhd (AHS) (a member of the AIA group of companies).

These terms and conditions apply to the AIA Vitality programme in Malaysia and the provision of any benefits thereunder.

The most up-to-date version of these terms and conditions is available on the AIA Vitality website and on our AIA Vitality portals. Alternatively, you can request a hard copy by contacting us at 1 300 88 1899, for overseas customers call 603-2056 1111. We recommend that you periodically check these terms and conditions, the AIA Vitality Terms of Use, the AIAV PICS, the AHS Privacy Policy and the membership guide on the AIA Vitality website. The date of the latest version of these terms and conditions can be found at the end of this document under the heading 'Last Updated'.

You must read these terms and conditions before you apply to become a member of the AIA Vitality programme. These terms and conditions contain important information.

If you do not understand these terms and conditions or have any questions about these terms and conditions, please email this address customercare@aiavitality.com.my or call 1 300 88 1899, for overseas customers call 603-2056 1111. Our representatives will be happy to assist you and answer any question you may have.

By applying to become an AIA Vitality programme member, by paying the annual AIA Vitality membership fee to AHS or by participating in the AIA Vitality programme or by accessing any benefit or reward, you will be deemed to have:

- (a) read and agreed to be bound by these terms and conditions, the AIA Vitality Terms of Use applicable to our websites, portals, online facilities, smart phone/tablet applications, tools, information, materials and contents relevant to the AIA Vitality programme and the membership guide;
- (b) consented to the collection, use (including without limitation, handling and processing) and disclosure of your personal information in accordance with the [AHS Privacy Policy and AIAV](#) applicable to the AIA Vitality programme; and
- (c) acknowledged and agreed that AHS may make changes to the terms and conditions, AIA Vitality Terms of Use, membership guides, AIAV PICS, AHS Privacy Policy at any time and agree to be bound by these documents as amended and any other rules, regulations, policies or procedures that may be adopted, promulgated, implemented, modified or varied by AHS from time to time. AHS has the sole right to interpret, apply and disapply the terms and conditions, AIA Vitality Terms of Use, membership guide, AIAV PICS, AHS and any other rules, regulations, policies or procedures.

Once you are an AIA Vitality member, you have a choice on whether or not to access or use the benefits on offer under the AIA Vitality programme. If you choose to access or use a benefit, in addition to these terms and conditions, the AIA Vitality Terms of Use, AIAV PICS and the AHS Privacy Policy, you will be bound by any additional terms and conditions set out in the relevant membership guide, as well as any other requirements which may be stipulated in writing by a partner of the AIA Vitality programme from time to time. You can obtain the full set of membership guide from the AIA Vitality website, or via email to customercare@aiavitality.com.my, or call 1 300 88 1899, for overseas customers call 603-2056 1111.

2. Changes to the AIA Vitality Programme, Partners and Benefits

We shall have the sole discretion to unilaterally (1) modify AIA Vitality programme structure, make changes, in whole or in part, with or without notice, to any aspect of the AIA Vitality programme, benefits, rules, regulations, policies, procedures, conditions of participation or other features including these terms and conditions, the AIA Vitality Terms of Use, the AIAV PICS, the AHS Privacy Policy, the membership guide and any other terms and

conditions communicated in any other materials relating to the AIA Vitality programme, even though changes may affect the points earned (or to be earned) and accumulated and the benefits entitlement; and (2) terminate, suspend, cancel, deactivate, recall or revoke AIA Vitality programme (in whole or in part) at any time, upon reasonable notice where it is possible and/or practical to give such notice. Any revised version of the terms and conditions shall be effective as at the date of publication on the website. Any continuous subscription or use of, or participation in, AIA Vitality programme by you will be deemed as your unequivocal acceptance of any amendment to these terms and conditions. AHS, AIA Bhd., AIA PUBLIC Takaful Bhd, the AIA group of companies and their partners shall not be liable for any loss or damage resulting from any amendment to these terms and conditions.

It is your responsibility to keep yourself up to date in respect of AIA Vitality programme and these terms and conditions.

We also reserve the right to change the identity and range of partners, benefits structure / incentives / discounts / cash back (including status thresholds, benefit, and reward entitlements) and eligibility conditions at any time.

For example, AHS may, among other things:

- A. Change the ways in which AIA Vitality points and AIA Vitality status levels (also known as points and status throughout these terms and conditions) are earned, credited, accumulated or structured;
- B. Change the number of points required to access or use a benefit;
- C. Change the ways in which points or benefits may be redeemed;
- D. Add, limit, change, replace or remove partners;
- E. Add, limit, change, replace, limit, cancel, withdraw or remove any benefit, incentive or cash back;
- F. Change the annual membership fees;
- G. Change any other features, concessions or benefits of the AIA Vitality programme; and/or
- H. Adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator.

We shall use reasonable effort to notify the AIA Vitality members of changes or variations to the AIA Vitality programme by posting details of the changes on the AIA Vitality website. Where we consider that changes to the AIA Vitality programme will be significant, we shall endeavour to provide AIA Vitality members with reasonable notice of the changes in advance. This notice may be provided electronically, including by email (sent to your last notified email address) or by posting details of the change(s) on the AIA Vitality website.

If you are not satisfied with any changes or variations to the AIA Vitality programme, you may terminate your membership under clause 9 (Termination of membership) of these terms and conditions.

3. AIA Vitality Membership

AIA Vitality membership is granted based on the sole discretion of AHS and AHS may refuse membership to any applicant.

AIA Vitality membership year commences on the date that the AIA Vitality membership begins and runs for a 12-month period. The AIA Vitality membership year can start on any day of the calendar year.

You may become an AIA Vitality member in one of three ways:

- A. You are named as a life insured under a new Eligible Policy/Certificate with AIA Bhd. or AIA PUBLIC Takaful Bhd. (collectively referred to as "AIA") and fulfil the AIA Vitality requirement (if any) of the policy. You may apply for AIA Vitality at the same time and your membership will be activated following registration and receipt of payment details for the payment of your AIA Vitality membership fee.
- B. You are named as a life insured /certificate holder under an existing Eligible Policy/Certificate with AIA and fulfil the AIA Vitality requirement (if any) of the policy. You may apply for AIA Vitality at any time and your membership will be activated following registration and receipt of payment details for the payment of your membership fees.

- C. You are a member of any of AIA Corporate Solutions insurance policy/takaful certificate where your employer elected to provide this AIA Vitality programme for you. Your spouse or dependent may be eligible if so elected by your employer; however this shall be subjected to AIA Bhd.'s discretion.

AIA Bhd. may, in its absolute discretion, allow other methods of applying for an exclusive membership of AIA Vitality programme. Please refer to clause 10.6 of these terms and conditions for further information relating to exclusive memberships.

4. Qualification as an AIA Vitality Member

To qualify as an AIA Vitality member, you have to meet the following requirements:

- A. You must be 16 years or older (as of last birthday)
- B. You must be the current life-insured /person covered of an Eligible Policy/Certificate or the insured member/covered member under your employer's Corporate Solutions policy;
- C. You must provide a valid unique email address and identification number; and
- D. Your annual membership fee is duly paid.

The AIA Vitality member must be a living individual, and membership is not available to corporations or other legal entities. Membership is granted at the sole discretion of AHS. Each individual is entitled to only one AIA Vitality membership in each jurisdiction.

AHS may, in its absolute discretion, allow certain individuals who do not meet the qualifying conditions set out above to become an AIA Vitality member (exclusive memberships). Please refer to clause 10.6 of these terms and conditions for further information relating to exclusive memberships.

5. AIA Vitality Membership Card

AIA Vitality members will be issued a membership number and membership card. The use of this number / card or associated benefits is deemed to be an acceptance of these terms and conditions and any other applicable rules, regulations, policies or procedures related to the benefit provided by AHS and their partners.

You will receive your AIA Vitality membership card after AHS accepts your application. AHS shall not be responsible in the event of any error in your application or your failure to receive your AIA Vitality membership card due to the provision of incomplete or inaccurate particulars or information (including payment details) or an obsolete, incomplete or inaccurate mailing address.

You may need to present your AIA Vitality membership card and/or your AIA Vitality membership number at our partners to earn points and enjoy the benefits. If you fail to present your AIA Vitality membership card at our partners when requested, you may not be able to claim such points and benefits retrospectively.

AIA Vitality programme membership and AIA Vitality membership card are non-transferable and non-assignable, and will be used exclusively only by you. You will remain liable for all transactions incurred from usage of the AIA Vitality membership card (whether authorised or otherwise), where investigations made by AHS reveal that you are a party to any actions regarding any transactions effected through the use of the AIA Vitality membership card.

You will have to notify AHS of any suspected or actual unauthorised use, loss or theft of your AIA Vitality membership card, and obtain confirmation of your notification. Without such notification, you will be deemed to be liable for transactions using your AIA Vitality membership card or under your username and password.

By applying for and using the AIA Vitality membership card, you agree and undertake:

- A. Not to use the AIA Vitality membership card for any commercial, fraudulent or unlawful purposes or purposes which are deemed unacceptable by AHS or which are prohibited by these terms and conditions;
- B. To promptly notify AHS of any unauthorised use, loss or theft of the AIA Vitality membership card;

- C. To change your password immediately and notify AHS immediately and request a new password if you have reason to suspect that the security and/or confidentiality of your password has been compromised;
- D. To pay all fees relating to the use of your AIA Vitality membership card as AHS may prescribe from time to time; and
- E. To only use the AIA Vitality membership card in good faith and in accordance with these AIA Vitality terms and conditions.

Your AIA Vitality membership card is and will at all times remain AHS 's property and will be surrendered to AHS immediately upon termination of your AIA Vitality membership or on our request due to a breach by you of these terms and conditions, the Terms of Use or for breach of any membership guide or the terms or conditions of any other membership documentation.

Should your AIA Vitality membership card become lost or damaged, you must immediately notify us via email customercare@aiavitality.com.my or call 1 300 88 1899, for overseas customers call 603-2056 1111. You may request AHS to issue a replacement AIA Vitality membership card subject to AHS's sole and absolute discretion to accept or refuse such request (with or without providing any reason). The issuance of any replacement AIA Vitality membership card may be subject to a Card Replacement Fee unless waived by AHS at our discretion.

6. AIA Vitality Programme Benefits

6.1 Benefits of the AIA Vitality programme

The AIA Vitality programme is a health and wellness programme that aims to reward AIA Vitality members who are proactive about improving their health and general well-being by providing benefits which may include discounts, exclusive offers, cash back rewards and other benefits relating to goods and/or services offered by AHS and our partners from time to time. For more information, please refer to the AIA Vitality website.

Unless otherwise set out in the relevant membership guide, only an AIA Vitality member can enjoy the benefits. Benefits may only be used for personal and not business purposes.

As a general rule, you will be eligible to access benefits when you have been notified by us that your membership has been accepted. Certain benefits may not be accessible immediately and may be subject to a processing or waiting period. The relevant membership guide will explain when that benefit will be available and the relevant terms and conditions applicable to obtaining each benefit. Please refer to the membership guide on the AIA Vitality website for more information.

In some cases, certain benefits or partner discounts will not be applied at the point of sale. Instead these benefits or discounts may be consolidated on a periodic basis in the form of rebates. Where applicable, you will receive such rebates by electronic funds transfer or vouchers, or such other method as may be determined by us from time to time at our sole discretion and subject to applicable laws. For more information, please refer to the relevant membership guide on the AIA Vitality website.

6.2 Additional fees for using the benefits

Additional fees, including but not limited to, activation fees, monthly fees and subscription fees, may be payable for the utilisation of certain benefits. The fees may be payable directly to the partner or to AHS. Please refer to the membership guide on the AIA Vitality website for more information. Where possible, we will endeavour to give you advance notice of the introduction of, or increase to, any fees payable for the utilisation of certain benefits. This notice may be provided electronically, including by email (sent to your last notified email address) or by posting details of the change(s) on the AIA Vitality website.

If you are not satisfied with the introduction of, or increase to, any fees payable for the utilisation of certain benefits, you may terminate your membership under clause 9 (Termination of membership) of these terms and conditions.

6.3 Important information about benefits

Benefits are provided by our partners. These partners are separate and independent entities, and AHS and/or AIA shall not be responsible for the nature or quality of products or services provided by those partners, nor for any solicitation efforts by those partners. The products and services offered by our partners are not sold or marketed by AHS, and the provision of the same may also be subject to certain terms and conditions of our partners. Our partners may apply additional terms and conditions with regard to the availability and eligibility of earning AIA Vitality points.

AHS makes no representations or warranties, express or implied, of any kind with respect to any benefit, including price, availability, quantity, quality, accuracy, timeliness, usefulness, merchantability or fitness of any product or service provided as part of a benefit, including without limitation, success rate or fitness for a particular purpose and quality.

AHS will not be liable for any loss, injury, claim or damage suffered or incurred as a direct or indirect result of an AIA Vitality member's use of a product or service or reliance upon advice with respect to any benefit. AHS shall have no liability for partner withdrawals from the AIA Vitality programme or for award changes or cancellations caused by partner withdrawals, discontinued partner service, or award or point accrual cancellations for any reason.

Any dispute about any products or services provided as part of a benefit must be resolved directly with the relevant partner.

By joining and participating in the AIA Vitality programme, you understand and acknowledge that your name, address and certain other personal data of yours may be shared with some or all of our partners for the purpose of providing you with the services in relation to AIA Vitality programme.

In addition to the above, you may opt in, by indicating as such in the application form or other available channels to receive promotional materials, mailings or emails from AHS, AIA with respect to insurance or takaful products or our partners with respect to the partners' products and services. For details, please refer to clause 10.3 below, AIAV PICS and AHS Privacy Policy.

6.4 Membership guide and other documentation

A partner (alone or jointly with AHS) may issue a membership guide which sets out the rules governing the use and access to a benefit. You can obtain the full set of membership guide from the AIA Vitality website, or via email to customercare@aiavitality.com.my, or call 1 300 88 1899, for overseas customers call 603-2056 1111.

Representations in the membership guide made on behalf of our partners are based upon information that AHS has received from them, such information having been provided to us along with assurances from our partners that it is accurate.

AHS does not assume any legal liability or responsibility for the completeness, accuracy, adequacy or currency of the contents of any membership guide or any other advice or information provided with respect to any benefit.

All information in a membership guide and other information provided with respect to any benefit is general information only and are not in any way intended to be financial, medical, nutritional, health, fitness, legal or other advice or as a substitute for such advice. Any such information is not provided to promote or influence you to acquire any product or service.

Membership guide and other information provided in respect of benefits do not take into account your personal circumstances and are subject to change. You should obtain professional advice from a medical practitioner, pharmacist, dentist, nutritionist or other appropriate health professional in relation to your own personal circumstances or in relation to the diagnosis or treatment of any medical condition. If necessary, you should consult with such a professional. Importantly, the results of any benefits, devices, services, software available, assessments, health checks, consultations or tools cannot replace any advice a doctor or other health professional gives. You should not change or discontinue any assistance or treatment you may be receiving on the basis of information provided in relation to any benefits, devices, services, software available, assessments, health checks, consultations or tools accessed or used without first consulting your

healthcare provider. Medicines you use for your physical or mental health may also affect the results of any benefits, devices, services, software available, assessments, health checks, consultations or tools accessed or used. You should also seek professional advice immediately should any symptoms you may be experiencing persist or change.

6.5 AIA Vitality fitness assessment

By taking part in the AIA Vitality fitness assessment with an AIA Vitality gym partner (and/or its franchisees) and/or by using the AIA Vitality gym partner's and/or its franchisees' services and/or facilities (**Activity**) you:

- A. Authorise, agree and consent to AHS collecting, using (including handling and storing) and/or disclosing personal and sensitive information in connection with the Activity or the AIA Vitality programme in accordance with the AIAV PICS and AHS Privacy Policy available at aiavitality.com.my;
- B. Authorise, agree and consent to the relevant gym partner collecting, using (including handling and storing) and/or disclosing personal and sensitive information in connection with the Activity or the AIA Vitality programme in accordance with its Privacy Policy available on its website and in the absence of such a provision, in all cases to AHS;
- C. Acknowledge and agree that to the extent permitted by law, AHS and the relevant gym partner exclude any and all liability to you under contract, tort, statute, equity or in any other manner, for any injury (including without limitation death, personal, bodily or mental injury), damage or loss of any kind whatsoever (including without limitation, any liability for direct, indirect, special or consequential loss or damage) sustained by you or any other person, or for any costs, charges or expenses incurred by you or any other person arising from or in connection with the Activity and/or any act or omission of AHS and/or the relevant gym partner, except to the extent that such injury, damage or loss is caused by the gross negligence (meaning that the act was done or omitted to be done with reckless disregard, with or without consciousness for the consequences of the act or omission) of AHS and/or the relevant gym partner. In such case, the liability of the respective party will be limited to the injury, damage or loss directly caused by that party's gross negligence. This clause does not exclude, or intend to exclude, any consumer guarantees applicable to the Activity and to the extent that it does this clause has no effect;
- D. Represent that you are in good physical and mental condition and have no health and medical reason, impairment or disability that might prevent you from undertaking the Activity. You acknowledge that neither AHS nor the gym partner is in a qualified position to provide you with medical advice related to your physical condition and/or inability to undertake the Activity;
- E. Agree to obtain professional advice from a medical practitioner, pharmacist, nutritionist or other appropriate health professional in relation to your own personal circumstances or in relation to the diagnosis or treatment of any health / medical condition. If necessary, you agree that you will regularly consult with such a professional. You also agree to seek professional advice immediately should any symptoms you may be experiencing persist or change; and
- F. Acknowledge and agree that the results of the Activity are not a substitute for medical advice or treatment and must not be used for diagnosing or treating a health problem or to replace your doctor or healthcare professional. You agree not to change or discontinue any assistance, medication or treatment you may be receiving on the basis of information provided in relation to the Activity without first consulting your doctor or health professional. Medicines you use for your physical or mental health may affect the results of the Activity. Any reliance by you on the information provided in undertaking the Activity will be at your own risk. AHS and the gym partner make no express or implied representation or warranty regarding the completeness, accuracy, reliability or currency of the information or results provided.

7 AIA Vitality Status and AIA Vitality Points

7.1 AIA Vitality Status

As a new AIA Vitality member, your default status will be Bronze. Points earned throughout your AIA Vitality membership year are added towards your status. The more points you earn, the higher the status you will

achieve. The different status levels are: Bronze, Silver, Gold and Platinum. To move up a status, you will need to accumulate a sufficient number of points to reach the relevant status. The table below sets out how many points are needed for each status at the date of these terms and conditions.

AIA Vitality Status	AIA Vitality Points
Bronze	0 – 9,999
Silver	10,000 – 19,999
Gold	20,000 – 29,999
Platinum	30,000 +

As your status changes, the benefits you are entitled to and the terms relating to those benefits may change. Please refer to the membership guide for further information.

7.2 Earning AIA Vitality Points

You will earn points for completing certain activities if you are an AIA Vitality member. Additional rules such as age and gender rules apply to some activities. Please refer to the partner membership guide on our website for further details. The number of points you can earn will depend on a range of factors such as the activity you are doing and your health goals and risk factors. We may adjust the number of points you can earn for each activity depending on your individual health status or how important the activity is to your health status. Certain activities and/or groups/categories of activities may have limits as to how many points you can earn over a certain time period.

Additional terms and conditions may apply to each activity. Please refer to the relevant membership guide for further details.

7.3 Awarding of AIA Vitality Points

AIA Vitality Points will be awarded to you in accordance with the terms and conditions as determined by us and the respective partner from time to time. In some cases, it may take approximately 30 days for your points to be reflected. We assume no control, responsibility or liability as to the awarding of or any delay in the awarding of points or posting of transactions into your membership account by the respective partners.

AHS and its partners may run promotions from time to time offering bonus AIA Vitality Points. Qualification for these bonus points is subject to terms and conditions of each individual promotion. Where a promotion requires pre-registration, bonus points will only be credited if members complete the registration process at our website prior to purchase or consumption of our partner's products and services.

AHS and its partners may exclude specific activities from the crediting of AIA Vitality Points with or without notice to members. In some cases, AIA Vitality Points may not be earned in conjunction with other promotions or discounts offered by AHS and/or its partners. You are advised to check with us and/or our partners.

It is your responsibility to check that all points are reflected accurately.

AHS reserves the right to audit any and all your activities to ensure compliance with these terms and conditions and other applicable rules, regulations, policies or procedures relating to the AIA Vitality programme, without notice to you. During the course of audit or investigation, we may share your account information with our partners and also third parties with whom we have contracted to assist in perform such audit or investigation. In the event that an audit reveals discrepancies or possible violations, we may delay the processing of the awarding of AIA Vitality Points, cancel any outstanding redemption, withhold statements or suspend your account pending completion of an audit. Upon completion of an audit, if discrepancy or violation has been determined by us, in addition to any other remedies we may have, the AIA Vitality Points may be removed from your account and/or your AIA Vitality Status may be downgraded to remedy any such discrepancy or violation with or without notice to you.

Any disputes in connection with or arising from the points awarded must be notified to us as soon as possible and in any event, within 45 days from the date of activity, by email at customercare@aiavitality.com.my or call 1 300 88 1899, for overseas customers call 603-2056 1111. We may need you to provide us with supporting documents wherever applicable to assist us in settling any disputes. If we do not receive any notifications from you within the stipulated timeframe of any disputes or inaccuracies on your points, the points statement will be taken to be correct, final and binding on you. Our decision on any such dispute shall be final and conclusive.

7.4 Monitor your AIA Vitality Points

You can monitor your points by logging on to the AIA Vitality website, via the AIA Vitality mobile app or by calling 1 300 88 1899, for overseas customers call 603-2056 1111.

There may be a delay for points to be loaded and / or reflected on your points statement or on any of the above platforms.

7.5 Validity and expiry of AIA Vitality Points

Your status will remain in place from the time you earn the relevant status until the end of the next AIA Vitality membership year unless changes are made to your membership. At the anniversary of your AIA Vitality membership, AIA Vitality members will carry over their status earned from the previous year. However, in the year after that AIA Vitality membership year, you will lose your status if you do not earn enough points to maintain it.

Your points will expire at the end of the AIA Vitality membership year in which the points are earned. No points will be carried over into the subsequent year. Points earned in one AIA Vitality membership year must be claimed within 30 days from the anniversary of your AIA Vitality membership. If you do not submit the proof of participation or required documents within this period, the points will not be awarded.

7.6 Transfer of rights

The membership of AIA Vitality programme is personal to you and will not be assigned at law or in equity. Accrued AIA Vitality Points do not constitute your property.

AIA Vitality Points generated under this AIA Vitality programme apply to certain qualified benefits offered by the partners in Malaysia only. They are not transferrable to other AIA vitality schemes operated elsewhere in the world (and vice versa).

Except as provided otherwise in these terms and conditions or in any other documents relating to AIA Vitality programme, you cannot transfer, assign, sell, barter or pledge your points, your status, membership rights or rights to benefits or points to another person or another membership. AIA Vitality Points cannot be bequeathed or devised. Points cannot be redeemed for cash and cannot be returned for any other consideration.

If points, awards or benefits are purchased from an unauthorised source, such transactions are voidable and you will be liable for the full, unrestricted value of awards issued as a result of improper or fraudulent transfers and/or redemptions and otherwise in violation of the terms of the AIA Vitality programme.

7.7 Underutilisation rules

On some benefits you may be required to utilise and/or purchase the partner's facility, goods and/or services a specified minimum number of times or amounts. Failure to meet these minimum utilisation rules could result in your rights to the benefit being altered or terminated. Please see the relevant membership guide on the AIA Vitality website for more details.

8. Annual Membership Fee

Participation and membership in AIA Vitality programme is subject to the payment of an annual membership fee. All annual membership fee will be payable to us on or before your annual membership fee due date. Annual membership fees may be collected together with, or separately from, your AIA insurance policy premiums or takaful contribution as determined by AHS.

Where required by AIA and where permitted by law, you must procure that the policy owner of the Eligible Policy/Certificate or Corporate Solutions policy pays the annual membership fee for the AIA Vitality membership.

You will be advised to pay the annual membership fee for any renewal year prior to the annual membership fee due date. We reserve the right to vary the annual membership fee provided we notify you in advance of the new annual membership fee prior to the annual membership fee due date. If you are not satisfied with the revised fee amount, you may terminate your membership in accordance with clause 9 of these terms and conditions.

You must pay your annual membership fee on an annual or such other periodic basis and using such payment methods as may be approved by us. Each periodic payment is an instalment of the current year's annual membership fee.

For members under the Corporate Solutions policies, the membership fee is paid by the respective employers.

If we do not receive payment of your annual membership fee by the end of the grace period, your AIA Vitality membership will automatically terminate. Your AIA Vitality membership, points and status will remain in force during the grace period.

9. Termination of Membership

9.1 Automatic termination if you cease to be insured/covered by AIA under an Eligible Policy/Certificate or Corporate Solutions policy as elected by that insured's employer.

If you cease to be insured/covered under an Eligible Policy/Certificate, your membership is automatically terminated when your annual membership fee is due or if you are paying your membership fee other than on an annual basis, at the next membership fee due date, whichever is earlier.

If you cease to be insured/covered under a Corporate Solutions policy, your membership is automatically terminated at point of cessation of the Corporate Solutions policy.

Your membership is also automatically terminated in the event of member's demise, and all AIA Vitality Points accumulated by the deceased member will be abolished.

You may request for a refund of the unused portion of your paid annual membership fee PROVIDED you have not utilised any of the benefits under your AIA Vitality membership.

9.2 Discontinuation by you

If you do not wish to continue with your AIA Vitality membership, you may choose to stop paying your membership fee and your membership will expire accordingly

On termination of your AIA Vitality membership, you may or may not automatically terminate your existing relationship with partners as you may still be subject to the notice period of certain partners and to any other relevant terms and conditions of such partners.

9.3 Termination of the AIA Vitality programme or your membership by us

We reserve the right to terminate, suspend, cancel, deactivate, recall or revoke the AIA Vitality programme (in whole or in part) at any time and do not guarantee that the AIA Vitality programme will continue indefinitely or that it will be managed and owned by us.

We further reserve the right to terminate, suspend or deactivate your AIA Vitality membership (in whole or in part, including your access and right to utilise one or more of the benefits), your transaction(s), AIA Vitality

membership card, points and/or forfeit the accumulated points, for reasons which include (but are not limited to):

- A. if we detect or suspect any unusual, irregular, suspicious, fraudulent or unauthorised use or activity or any conduct/misconduct
- B. detrimental to the interests of AHS and/or AIA, any threatened or actual breach by you of the AIA Vitality terms and conditions, AIA Vitality Terms of Use or of any membership guide;
- C. if you do not or no longer qualify (or we suspect that you do not or no longer qualify) for an AIA Vitality membership under these terms and conditions;
- D. if you do not pay the AIA Vitality Membership Fee or any other fees payable to us or any of our partners;
- E. if we believe that you are abusing or misusing the benefits, awards or privileges of the programme;
- F. if you are no longer a life insured/covered person of an eligible plan to which the AIA Vitality membership is linked, or the primary insured of Corporate Solutions policy.

In the event of termination of the AIA Vitality programme or the cancellation of membership in the AIA Vitality programme, we shall notify you in writing of such termination or cancellation by posting details on the AIA Vitality website, and/or by sending an email to the last notified email address as specified by you.

Subject to the terms of our agreement with relevant partners, we shall use reasonable endeavours to allow AIA Vitality members to access their benefits ordered as at the date of termination of the AIA Vitality programme for a period of 45 days from when we issue notification of the termination of the AIA Vitality programme.

9.4 If your membership terminates

If your membership is terminated for any reason:

- A. Subject to the terms of our agreements with the relevant partners and any other relevant terms and conditions of the relevant partners, your rights to discounts, benefits and rewards will cease upon the termination of your AIA Vitality membership.
- B. You may be entitled to any outstanding cash back that you earned less any outstanding fees due to AHS, subject to the terms and conditions of the applicable partner cash back programme.
- C. In the event that there are any unpaid sums owed to AIA Bhd. or any of our partners in connection with your AIA Vitality membership, upon the termination of your AIA Vitality membership, we reserve the right to deduct any such unpaid sums from the benefits that you may have earned.
- D. Any discounts or added benefits which may have applied in respect to your existing Eligible Policy/Certificate will cease immediately upon termination of your AIA Vitality membership.
- E. Any points and status will cease upon the termination of your AIA Vitality membership.

10. Other Important Information

10.1 General information

Membership of the AIA Vitality programme does not give rise to any legal relationship with AHS or AIA, other than being bound by these terms and conditions and the other governing documentation referred to in clause 1 of these terms and conditions, and when entitled to do so, to receive any benefits.

Nothing herein shall be construed as a representation by us that AIA Vitality programme and/or AIA Vitality membership card is/are available for use in geographic areas or jurisdictions other than Malaysia.

The AIA Vitality terms and conditions and other governing documentation (including but not limited to the AIA Vitality Terms of Use, AIAV PICS, Privacy Policy and membership guide) and the use of the AIA Vitality membership card shall be governed by and construed in accordance with the laws of Malaysia.

If for any reason, any provision or part of the AIA Vitality terms and conditions or any provision or part of any other governing documentation is found to be void or unenforceable, such provision or part of the AIA Vitality terms and conditions or of any other governing documentation shall be deemed to be severed from the AIA Vitality terms and conditions or such other governing documentation and the remainder of such

provision or of the AIA Vitality terms and conditions or such other governing documentation, as the case may be, shall remain in full force and effect and may be enforced to the fullest extent possible.

Other benefit promotions, special discounts, competitions, exclusive offers etc. may be offered from time to time, including from us, our partners or affiliates. If they are offered, other terms and conditions may apply, which may be notified by mail, email, SMS, the AIA Vitality website or the AIA website www.aia.com.my or other facility.

10.2 Consent to electronic communication, and method of communication with you.

You consent to receive documents and other information in relation to your AIA Vitality membership and any other arrangements you have with us by way of electronic communication to your most recent email address we have in our records, and authorise us to act on instructions received electronically. You also consent to us communicating electronically where some information can be obtained by following a hyper-link or by accessing an electronic address set out in the communication. You acknowledge that these consents and authority have effect to the maximum extent that we are permitted by law to act and provide information to you in accordance with these consents and authority.

We shall be entitled from time to time to contact you via electronic transmission (e.g. email), mail, SMS, MMS, telephone, fax and other means of communication (via any of your telephone numbers, whether registered in Malaysia or otherwise) in respect of your membership and participation in the programme. You acknowledge that hard copy documents and information may not be given and that electronic communications must be regularly checked. Notwithstanding these consents, we may still decide to send you hard copy documents and information in certain circumstances.

Any notice or other information to be given to you may be given in the form of updates to the AIA Vitality website, portals, online facilities, electronic transmission (e.g. email), mail, SMS, MMS, telephone, fax and other means of communication (by any of your telephone numbers, whether registered in Malaysia or otherwise), at the address as may from time to time be notified in writing.

We shall use reasonable endeavours to transmit statements, notices and other material relevant to AIA Vitality members to advise you of various matters of interest, including changes to the programme, but we shall not be responsible for correspondence lost or destroyed. Any statement, notice or other material shall be deemed to have been given by us if it is uploaded to the AIA Vitality website or if it is sent to the email or physical mail address last notified to us by the AIA Vitality member for the AIA Vitality programme. You are responsible for advising us of any change in your contact details, including email and physical mail address, and ensuring that your email address remains current and unblocked and that communications from us are not filtered or placed in a location where you do not see them so that we can provide documents and other information to you. AHS shall not be liable for failure to deliver a notice to you where you have failed to comply with the foregoing.

10.3 Disclosure of information

By way of summary, we collect personal and sensitive information in a range of circumstances, including on registration, when you contact us, make an enquiry or use or request our products or services or the products or services of our partners. The types of personal and sensitive information we collect includes (amongst other things) your name and contact details, identifying information (e.g. date of birth), demographic and profile information (sex, age, etc.) and health and medical-related information. We also collect personal information about your interactions with us, including any contact we have with you by telephone, email or online. You hereby agree that any information provided by you for use in relation to the AIA Vitality programme is on a voluntary basis for your membership and participation in the AIA Vitality programme.

In order to provide you with proper advice and service, the servicing agent of your insurance policy/takaful certificate under which you are named as the life insured/person covered will have access to certain information related to your AIA Vitality membership. The information will be restricted to your benefits and rewards. No health information will be released to the servicing agent without your prior written consent.

AHS (and for the avoidance of doubt, its related bodies, corporate, and affiliates) may also use and disclose your personal information to provide marketing communications that may be of interest to you, including without limitation, about new AIA Vitality products and services as well as partner products and services. Communications may be provided on an ongoing basis by telephone, electronic messages (e.g. email and pop-ups), online (including websites and mobile apps) and other means. Before using your personal data for the marketing purposes, we must obtain your consent, and only after having obtained such consent may we use and/or provide your personal data for any promotional or marketing purpose. If you do not wish to receive direct marketing communications please indicate this where prompted (e.g. on the application form, by following unsubscribe instructions in the communications themselves or by contacting us on customercare@aiavitality.com.my or call 1 300 88 1899, for overseas customers call 603-2056 1111.). Please refer to the AIAV PICS and AHS Privacy Policy for more information.

Any health or medical-related personal information you provide as part of your AIA Vitality membership will not be provided to the underwriting or claims departments of AIA Bhd. or AIA PUBLIC Takaful Bhd. and therefore will not be used in the making of any future underwriting or claims decisions. Under no circumstances shall AIA Bhd. or AIA PUBLIC Takaful Bhd. be deemed to have knowledge of any AIA Vitality programme related information in respect of its underwriting and claims functions. In accordance with your duty of disclosure, you are still therefore obliged to disclose any of this information to the extent it may be relevant in the event of any future application for insurance/takaful cover, changes to existing insurance/takaful cover or claims under an insurance policy/takaful certificate with AIA Bhd. or AIA PUBLIC Takaful Bhd..

10.4 Dishonesty/fraud/misrepresentation/abuse of AIA Vitality programme privilege

Your membership of, and participation in the AIA Vitality programme is based on mutual trust. Where dishonesty or fraud or misrepresentation or abuse of AIA Vitality programme privilege is detected, benefits may not be awarded, your AIA Vitality membership may be cancelled and the matter may be referred to the appropriate authorities. This AIA Vitality membership may become invalid and we may take other action consistent with our legal rights.

If any act or omission by you is dishonest or fraudulent or constitutes an abuse of the AIA Vitality programme privilege, or if any dishonest or fraudulent or improper means or devices are used by you, any member of your household or anyone acting on your or their behalf in relation to the AIA Vitality programme, then all benefits under this programme may be lost or forfeited, your AIA Vitality membership may also be cancelled and you may have to return to us any payments made by us and benefits provided by us, or any of our partners (or by any other party under our direction) as a result of your actions or the actions of any member of your household or anyone acting on your or their behalf as a result of any dishonest or fraudulent actions.

10.5 Exclusion of liabilities

Under no circumstances, including as a result of its negligent acts or omissions or those of its officers, employees, directors, agents, advisers, contractors, partners or other persons for whom in law it may be liable, shall AIA Bhd. be liable for any loss or damage of any nature which you, your beneficiaries or any third parties may sustain as a result of engagement in the AIA Vitality programme. By agreeing to these terms and conditions you, your beneficiaries and any third parties indemnify AHS accordingly.

All liability of AHS, AIA and/or partners and their respective officers, employees, directors, agents, advisers and/or contractors for any loss, damage, claim or expense (including but not limited to indirect, incidental, special, punitive or consequential liability, economic loss, loss of profits and loss of opportunity) you may incur or suffer that arises directly or indirectly out of these terms and conditions, any other governing documentation as set out in clause 1 of these terms and conditions or the AIA Vitality programme (regardless of whether we have any control over circumstances giving rise to the claim or not) including termination or suspension of your AIA Vitality membership, termination of the AIA Vitality programme and/or termination of any benefit, is hereby excluded to the maximum extent permitted by law. To the extent permitted by law, this applies even if we have been informed that the liability, loss, damage or expense will or may result. AHS, AIA and/or partners and their respective officers, employees, directors, agents, advisers and/or contractors disclaim all warranties, express or implied, in connection with the AIA

Vitality programme and the benefits. If AHS, AIA and/or partners are liable to you in any way, our liability shall be limited to allocating to your AIA Vitality membership the number of points and/or status which we consider is appropriate in connection with which the relevant claim arose.

To the fullest extent permitted by law, AHS disclaims all express or implied warranties including, but not limited to, warranties of availability, price, satisfactory quality, merchantability and fitness for a particular purpose. AHS and AIA shall not be liable for any damage or loss of any kind directly or indirectly arising from or in connection with the AIA Vitality programme, any information, software, products, services, benefits or content obtained through the AIA Vitality programme, or your dealings with our partners and third party service providers available through the AIA Vitality programme.

AHS and AIA shall not be liable for any disruption to the AIA Vitality programme or any delay to or inability to provide any of the benefits cause by circumstances beyond the control of AHS including, but not limited to, failure of any service provider or other third party, merchant closure, strikes or industrial disputes, acts of God, flood, weather, natural disaster, unavailability, war, hostilities (whether war be declared or not) terrorism, rebellion, revolution, insurrection, military or usurped power or confiscation or civil disturbance.

Any third party links (including those of partners) provided by us on any of our websites, communication channels and social media are provided for your convenience. Their inclusion does not imply any approval or endorsement by us. We have no control over the content of those sites and accept no responsibility or liability in respect of them.

You must evaluate and bear all risks associated with the use of the content downloaded and acquired through our/third party (including partner) websites. We shall not be liable for any damage or loss of any kind directly or indirectly arising from or in connection with your use or inability to access our website /third party (including partner) links and/or use any related documents. Please note that the material (including, without limitation, workout and exercise tips, and information contained in applications and video clips), provided on any of our websites, communication channels and social media, including all text, photographs, images, illustrations, graphics, audio, video and audio-video clips, is provided by way of general information only. Whilst we, (including our holding company, subsidiaries and/or the subsidiaries of our holding company and any joint venture partners or affiliates), endeavour to ensure that the contents of the material are accurate, errors or omissions may occur and we do not accept any liability in respect of them.

We recommend that you consult with your physician before you undertake to follow any health and fitness recommendation you may receive from AIA Vitality programme, our websites, communication channels and social media. We are not a licensed medical provider and have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. AIA Vitality programme does not provide any medical advice or treatment. AIA Vitality programme is not intended to be a substitute for professional medical advice, diagnosis, treatment or management of care following an assessment in the event of abnormal health screen results. No recommendation is intended to be to be instructional for medical diagnosis or treatment. Should you have any health related questions, please call or see your healthcare provider or doctor promptly. In the event of an emergency, call your healthcare provider or doctor immediately.

You expressly agree that your athletic activities carry certain inherent and significant risks of property damage, bodily injury or death and that you voluntarily assume all known and unknown risks associated with these activities even if caused in whole or part by the action, inaction or negligence of us or by the action, inaction or negligence of others (including partners). You also expressly agree that we do not assume responsibility for the inspection, supervision, preparation, or conduct of any race, contest, group athletic activity or event that may earn you points.

If you ever start to feel unwell or have discomfort at any time after trying the workout or exercise, stop immediately and seek further advice from your healthcare professionals. Do not disregard, avoid or delay obtaining medical or health related advice from your healthcare professional because of what you may have read on any of our website, communication channels and social media. Current health and fitness research may exist that could impact the information provided by us; information provided may not be based on the most recent findings or developments. We shall not be held responsible for any injuries and/or damages that may result from your participation in or engagement of the workout or exercise or

any health and wellness programme, of which the information has been provided to or shared with you on any of our websites, communication channels and social media.

We do not accept any liability with respect to death, injury or any consequential damage or loss arising from or in connection with the AIA Vitality programme generally or from the supply of a benefit or service or from the loss, theft or destruction of a benefit (including, but not limited to vouchers).

You may incur a tax liability or disclosure obligation through joining or use of AIA Vitality programme. You should obtain your own financial or tax advice regarding any benefit you may receive through AIA Vitality. AHS is not liable for any financial or tax consequences that may arise. AHS reserves the right to provide any tax authorities with full details of any member's accrual and redemption of benefits, upon request of a tax authority. AHS excludes all liability for cooperating with tax authorities in this matter.

Please also refer to the AIA Vitality Terms of Use, AIAV PICS, AIA Vitality Privacy Policy and other governing documentation set out in clause 1 of these terms and conditions.

10.6 Exclusive memberships

From time to time and in our sole and absolute discretion, we may select individuals and offer exclusive memberships to them for AIA Vitality programme. In such circumstances the individual will be deemed to satisfy the eligibility criteria in these terms and conditions and other additional eligibility criteria as may be determined by us for the exclusive membership offer at our sole and absolute discretion. We may at our sole and absolute discretion waive the annual membership fee, the requirement to be insured under an eligible AIA Bhd. insurance policy, or other requirements of AIA Vitality membership. Whether a selected individual is offered an exclusive membership and the eligibility and rules applicable to such exclusive membership are in the absolute discretion of AHS.

These terms and conditions apply to such exclusive memberships, except where the terms and conditions are inconsistent with this clause 10.6, in which case this clause 10.6 will prevail to the extent of any inconsistency. If an exclusive membership is offered, other terms and conditions may apply, which may be notified by the AIA Vitality website, mail, email, SMS or such other facility as AHS determines in its sole and absolute discretion. We reserve the right to terminate, suspend, cancel, deactivate, recall or revoke an exclusive membership offered at any time.

Without in any way limiting the termination rights of AHS or other rights contained in these terms and conditions or rights under rules, regulations, policies, procedures and other documentations relating to AIA Vitality programme, where a selected agent or a selected personnel of our business partner has been granted an exclusive membership, the exclusive membership will automatically be terminated on the occurrence of the earliest of one of the following applicable events: cessation of business; revocation of requisite license to distribute insurance products; cessation to be the agent or business partner (as the case may be) to distribute AIA insurance policies or takaful certificates; retirement; death. AHS reserves the right, and retains the sole discretion, to terminate or suspend the exclusive membership at any time without the need to provide reasons.

Other terms and conditions shall continue to apply to exclusive memberships and other rules, policies or procedures applicable to exclusive memberships may be adopted, implemented, amended or varied by us from time to time.

10.7 Third party rights

These terms and conditions, membership guide and other documentations issued by us relating to AIA Vitality programme are not intended to, and do not give any person who is not our member any right to enforce any of the provisions.

10.8 Severance

If any provision of these terms and conditions is prohibited by law or judged by a court or tribunal to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of or the validity or enforcement of these terms and conditions.

10.9 Waiver

No failure or delay by AHS in exercising any or enforcing any right, power or privilege shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

10.10 Law and jurisdiction

These terms and conditions and the relationship between you and AHS are governed by Malaysia laws. By joining the AIA Vitality programme, you agree to submit to the exclusive jurisdiction of the Malaysian courts.

If this English version of the terms and conditions do not conform to the other language version, or there is any conflict in meaning between the English version and any version or translation in other language, the English version shall prevail. In the event of dispute, AHS reserves the right to final decision.

11. Definitions and Interpretation

In the terms and conditions, unless the context otherwise requires, the headings are inserted for convenience only and shall not affect the construction of these terms and conditions.

The following expressions have the following meanings:

Expression	Meaning
AHS, we, our, us	Refers to AHS and/or where appropriate, AIA Bhd., AIA PUBLIC Takaful Bhd. and its related bodies corporate and affiliates.
AIA Vitality member	As set out in clause 4 of these terms and conditions.
AIA Vitality programme	The AIA Vitality programme offered and administered by, or on behalf of, AHS. The AIA Vitality programme is the science-backed health and wellness programme, encouraging you to get healthier and gain rewards. The AIA Vitality programme's proven approach takes you on a personal pathway to better health: you get to know your health, learn how to improve your health and enjoy the rewards when you do.
AIA Vitality website	The AIA Vitality website at aiavitality.com.my and/or our AIA Vitality portals.
AIAV PICS	Refers to the AIA Vitality Personal Information Collection Statement. In order to provide AIA Vitality members with its services and benefits under the AIA Vitality programme, it shall be necessary for AHS to collect, use and share certain personal data about you. The AIA Vitality Personal Information Collection Statement provides you with notice as to why your personal data is collected, how it is intended to be used, to whom your personal data may be provided, from whom your personal data may be collected and how to access, review and amend your personal data, in connection with AIA Vitality programme. This statement will be provided to you on or before collection of your personal data (and also from time to time) in an appropriate format and manner.
annual membership fee	The annual membership payment that must be paid on joining the AIA Vitality programme and annually to remain a member of the AIA Vitality programme included with your application for an eligible plan or Corporation Solutions policy or as part of your application for AIA Vitality, as may be updated or varied from time to time on the AIA Vitality website or in other notices or documentation issued to you.

Expression	Meaning
	The annual membership fee may be payable on an annual or such other periodic basis [save and except for some Corporate Solutions policies, the membership fee are payable on a mode to be agreed with the employer] and using payment methods as may be permitted by us (please refer to clause 8).
benefits	Refers to discounts, subsidies, exclusive offers, cashbacks, rewards, and other benefits relating to goods and/or services offered by or through our partners from time to time and available to AIA Vitality members through the AIA Vitality programme.
business partners	Brokers, independent financial advisors and bank partners of AHS, AIA Bhd. and AIA PUBLIC Takaful Bhd.
card replacement fee	A fee chargeable for replacement of lost or damaged card.
partner cash backs	Discounts you may be entitled to with certain partners which may be distributed in the form of electronic funds transfer or cheque or coupons or vouchers or other methods, whether conditional or otherwise, as may be determined by us from time to time and at our sole discretion.
Corporate Solutions policy	Refers to a single master (group) insurance policy issued by AIA Bhd. or AIA PUBLIC Takaful Bhd to insure the lives or health of a specific group of people, such as a group of employees.
employer	A corporation who has purchased AIA Vitality membership for and on behalf of its employees
grace period	Refers to the extra 45 days that we give to you, or any other duration for the Corporate Solutions policies from the membership fee due date, for you to pay your fee (subject to AHS's discretion)
Eligible Policy/ Certificate	An AIA insurance policy/ APTB Takaful certificate, as determined by AIA in its sole discretion, where the life insured/person covered can apply for an AIA Vitality membership.
membership guide	A guide setting out the rules governing the use of and access to a benefit. You can obtain the full set of membership guide from the AIA Vitality website, or via email to customercare@aiavitality.com.my , or call 1 300 88 1899, for overseas customers call 603-2056 1111.
membership year	The 12-month period starting from the commencement of your AIA Vitality membership. Exceptions to this duration shall be clearly notified by AHS.
membership fee due date	Refers to the date when your annual membership fee payment is due.
partner	Means a retailer, association, or any other person, entity, firm or corporation who offers products or services or benefits as awards in the AIA Vitality programme and who permits the accrual of AIA Vitality points to AIA Vitality members who utilize their products or services. The partners are separate and independent persons or entities from AHS.
points / AIA Vitality Points	The points awarded to an AIA Vitality member for doing certain healthy activities.
policy owner / certificate owner	The entity or person who contracts with AIA and owns the insurance policy/ takaful certificate.
status / AIA Vitality Status	The member status level on AIA Vitality programme that a member can achieve in accordance with the number of points he/she may have earned and accumulated during a membership year. Status levels are Bronze, Silver, Gold and Platinum. AIA Vitality members start on Bronze and may progress through the levels to Platinum as they earn points while engaging in healthy activities.
status thresholds	The minimum points an AIA Vitality member must earn and accumulate each membership year before moving to a particular Vitality status.

Expression	Meaning
terms and conditions	These terms and conditions and, where applicable, any other terms and conditions which govern an AIA Vitality member's participation in the AIA Vitality programme, including where applicable and without limitation, the AIA Vitality Terms of Use, AIAV PICS, Privacy Policy membership guide, and promotional rules.
You, your	Refers to a living individual who has applied and been granted membership in AIA Vitality programme.

Information is correct as of 1 Jan 2016.