

## **Kickstart Share Fund benefit Regulation Wording**

This Regulation Wording contains terms and conditions that apply to your Kickstart Share Fund benefit. For further information please contact us at 0800 101 842 or PO Box 5083, WELLINGTON 6140.

### ***About the Contract***

Your application form, this Regulation Wording and your Certificate of Funeral benefits together make up the Contract between you and Manchester Unity.

The benefit under this Regulation is the Benefit Amount. The Benefit Amount is payable upon your death, subject to the terms of this Contract.

The Kickstart Share Fund benefit has no cash value, so Manchester Unity will not pay any money if you decide to cancel your membership.

### ***What is the Kickstart Share Fund benefit?***

The Kickstart Share Fund benefit is a benevolent grant of a Benefit Amount for Eligible Applicants who join Manchester Unity as new members or dependents. The Benefit Amount grant for Eligible Applicants:

1. up to 16 years, is \$250,
2. above 16 years but below 50 years, is \$750.

Successful Eligible Applicants above 16 years shall join Manchester Unity as new members, while those below 16 years shall join Manchester Unity as new dependents of the proposer member.

### ***Are there going to be bonuses?***

The Kickstart Share Fund benefit will attract annual appropriations, as and when declared by the Board of Directors. Appropriations are discretionary and not guaranteed.

At the end of each financial year, the appropriations will be added to the amount standing to your credit at that balance date. A certificate will be sent to you annually showing the cumulative balance of your benefit amount entitlements.

### ***What annual dues are payable upon joining Manchester Unity under this promotion?***

Annual dues payable by successful Eligible Applicants:

1. up to 16 years, are \$10 (plus GST),
2. above 16 years but below 50 years, are \$40 (plus GST).

### ***Who will gain from the Kickstart Share Fund benefit?***

Only eligible applicants can gain from this benefit. Eligible applicants are:

1. children, grandchildren, and great grandchildren of existing members,
2. parents of the younger existing members, and
3. other family relations and friends of existing members, subject to discretionary acceptance by Manchester Unity on a case-by-case basis.

### ***Who can apply for the Kickstart Share Fund benefit?***

Existing members of Manchester Unity can propose an Eligible Applicant using the prescribed application form. The existing member must sign the application form as proposer of an Eligible Applicant.

### ***Is the promotion period limited?***

Yes. The Kickstart Share Fund benefit is a strictly limited time promotion. The promotion opens on 01 August 2020 and all applications must close on 31 May 2021.

### ***Understanding the Contract***

Please carefully read this Regulation Wording and your Certificate of Funeral Benefits.

- This Regulation Wording contains the important terms and conditions of the Contract. Capitalised words have the meanings set out in clause 9, "Definitions".
- Your Certificate of Funeral Benefits contains important information specific to your Contract.

Once you have read and understood this Regulation Wording and your Certificate of Funeral Benefits, please keep them in a safe place.

Please note that you take personal responsibility to make sure the Contract meets your requirements. Manchester Unity does not provide financial advice in relation to the Contract.

### **1. You can cancel the Contract**

If you decide that you do not wish to continue with your Contract, you can cancel the Contract by notifying Manchester Unity in writing at Manchester Unity's Address for Notices.

Your cancellation will be effective on the date that Manchester Unity receives your cancellation notice.

### **2. Dependent must join Manchester Unity if Member's membership ends**

If you are a Dependent of a Member, and the Member ceases to be a Member (**Cancelled Member**), then in order for your Contract to continue, you must become a Member within 3 months after the Cancelled Member's membership ends.

Manchester Unity will send one reminder notice to your Address for Notices approximately 2 months after the Cancelled Member's membership ends. This notice is deemed to be received by you on the 5<sup>th</sup> day after posting the notice to your Address for Notices.

If you have not become a Member of Manchester Unity within 3 months after the Cancelled Member's membership ends, then your Contract ends without further notice and with immediate effect.

### **3. Payment of the Benefit Amount**

Manchester Unity will pay the Benefit Amount if you die before your Contract ends due to the occurrence of any of the Contract End Date event listed in clause 4.

Manchester Unity may deduct unpaid Dues Amounts from the Benefit Amount, before payment of the Benefit Amount.

### **4. When does the Contract start and end?**

The Contract starts on the Contract Start Date and ends on the Contract End Date.

The Contract End Date is the date when the first of the following events occurs:

- You die
- Your Contract ends due to any unpaid Dues Amount in accordance with clause 5.
- You cancel the Contract in accordance with clause 1.
- Manchester Unity cancels your Contract in accordance with clause 7.
- If you are a Dependent and your Contract ends in accordance with clause 2.

### **5. Your Dues Amount**

All Dues Amounts are payable in advance by direct debit, and must be paid in accordance with this clause 5. If at any time all or part of your Dues Amounts are due but unpaid, your Dues Amount payments will be applied to first satisfy the oldest outstanding Dues Amount, then any subsequent outstanding Dues Amount thereafter.

#### ***Dues Amount payments***

Your first Dues Amount is due for payment by the Contract Start Date. Each subsequent Dues Amount (after your first Dues Amount) is due for payment fortnightly, monthly, 3-monthly, or annually thereafter, depending on the Dues Amount Payment Frequency stated in your Certificate of Funeral Benefits.

#### ***Non-payment of Dues Amount***

If any Dues Amount remains unpaid, in whole or in part, 2 months after it is due for payment in accordance with this clause 5, Manchester Unity will send a reminder notice to your Address for Notices. This notice is deemed to be received by you on the 5<sup>th</sup> day after posting the notice to your Address for Notices.

If any Dues Amount remains unpaid, in whole or in part, 3 months after it is due for payment in accordance with this clause 5, then your Contract ends without further notice and with immediate effect.

#### ***Manchester Unity may change your Dues Amount***

Manchester Unity may change your Dues Amount, in which case Manchester Unity will give you 60 days' notice in advance of the change by writing to you at your Address for Notices. This notice is deemed to be received by you on the 5<sup>th</sup> day after posting the notice to your Address for Notices.

## 6. How to claim

Your estate or you can make a claim.

### *How your estate makes a claim*

To make a claim, your estate must contact Manchester Unity by telephone, email or post:

- Telephone: 0800 101 842
- Email address: [kickstart@manchesterunity.org.nz](mailto:kickstart@manchesterunity.org.nz)
- Postal address: Manchester Unity Claims, PO Box 5083, Wellington 6140

Manchester Unity will provide claim documentation for your estate to complete, and will tell your estate what other evidence is required to support the claim. Your estate is responsible for the cost of completing the claim documentation and providing evidence.

### *How you can make a claim for hardship*

In cases of hardship, the Trustees of Manchester Unity may approve withdrawals from your cumulative Benefit Amount provided such withdrawal does not exceed 75% of the balance as at the previous balance date.

To make a hardship claim, you must contact Manchester Unity by telephone, email or post, per above.

### *How you can make a claim for using appropriations*

From age 65, you may choose to have your appropriations applied to:

- a. pay your dues amount for the year
- b. transfer into a nominated bank account
- c. retain in your cumulative benefit amount (the default choice)

To make a claim for using your appropriations, you must contact Manchester Unity by telephone, email or post, per above.

Manchester Unity is not obliged to accept a claim (or make any payment) under this Contract until Manchester Unity:

- Receives properly completed claim documentation;
- Receives proof of your death (acceptable to Manchester Unity);
- Receives evidence of the identity and legal authority of your legal representative making the claim (acceptable to Manchester Unity);
- Is satisfied that the claim is legal and valid; and
- Receives any other information that it considers necessary for its assessment of the claim.

## 7. The information you provide must be correct

Manchester Unity has issued this Contract in good faith, including on the basis that you have truthfully and accurately completed your application form.

If Manchester Unity discovers that you provided information or made statements when you applied for this Contract that were untrue and were material to this Contract, or that you did not disclose information that was material to this Contract, Manchester Unity may choose to take one or more of the following actions:

- Void your Contract from the beginning;
- Cancel your Contract by sending a cancellation notice to your Address for Notices (in which case cancellation will be effective on the date that Manchester Unity sends its cancellation notice) and keep all Dues Amounts paid up to the date of cancellation;
- Refuse to pay a claim under this Contract;
- Alter the Contract by adjusting the Dues Amount and/or the Benefit Amount.

## 8. Other matters

- This Contract will be interpreted according to New Zealand law.
- All payments and amounts referred to in the Contract are in New Zealand dollars.

## 9. Definitions

In this Contract, unless the context requires otherwise:

Address for Notices	Your Address for Notices means the address stated in your Certificate of Funeral Benefits or such replacement address as you may advise to Manchester Unity in writing from time-to-time;  Manchester Unity's Address for Notices means Manchester Unity's postal address set out at clause 6, or such replacement address as Manchester Unity may advise you in writing from time-to-time;
Cancelled Member	Has the meaning set out in clause 2;
Benefit Amount	Means the amount stated as such in the Certificate of Funeral Benefits;
Dependent	Means a person who is under the age of 16 years;
Eligible Applicant	Means the proposed owner of the benefit, who shall be joining Manchester Unity as a new member
Member	Means a Member of Manchester Unity;
Manchester Unity	Means Manchester Unity Friendly Society;
Contract	Means your application form, this Regulation Wording and your Certificate of Funeral Benefits;
Contract End Date	Means the date of occurrence of the first to occur of the events listed in clause 4;
Contract Start Date	Means the date stated as such in the Certificate of Funeral Benefits;
Certificate of Funeral Benefits	Means the separate document that sets out information specific to your Contract, and includes any replacement Certificate of Funeral Benefits that may be issued to you by Manchester Unity from time to time;
Dues Amount	Means the amount stated as such in the letter accompanying your Certificate of Funeral Benefits, subject to any change in accordance with this Contract, and which is payable in accordance with clause 5,
Dues Amount Payment Frequency	Means the frequency at which Dues Amounts are due for payment, as stated in the Certificate of Funeral Benefits;
Proposer Member	Existing members of Manchester Unity, in good standing as at 10 November 2019, who are proposing an Eligible Applicant
you / your	Means the owner of the benefit stated in the Certificate of Funeral Benefits