Early Cancer Upgrade Application Form



This application should be used if you currently have AIA Living - Personal and Business Critical Conditions, or TotalCareMax – Personal and Business Comprehensive Living Assurance ("existing policy").

Policy Number		
1 Life to be Assured details		
Title	Mrs Miss Ms Mr Mx	
Full name of Life to be assured		
Company name		
Home address	Street	
	Suburb Town/City	Postcode
Mailing address (if different)		
Contact details	Home phone () Business () Mobile ()	
Date of birth	Day Month Year Email	
	Male Female X	
2 Policy Owner(s)		
Same as existing policy	Yes No If No then please fill out details below	
POLICY OWNER (1)		
ζ,	Same as Life to be Assured or	
Title	Mrs Miss Ms Mr Mx	
Full name of Life to be assured		or
Company name		
Home address	Street	
	Suburb Town/City	Postcode
Mailing address (if different)		
Contact details	Home phone () Business () Mobile ()	
Date of birth	Day Month Year Email	
POLICY OWNER (2)		
Title	Mrs Miss Ms Mr Mx	
Full name of Life to be assured		or
Company name		
Home address	Street	
	Suburb Town/City	Postcode
Mailing address (if different)		
Contact details	Home phone () Mobile ()	
Date of birth	Day Month Year Email	

3 Personal statement	
In the last 12 months have you smoked tobacco or any other substance and/or used smoking alternatives (eg e-cigarettes, vaping, nicotine gum or patches)?	Yes No If Yes, please give details of each substance including date started (or stopped) and quantity per day.
	health problems, receiving or are you considering seeking medical blood tests, treatment or an operation from any health professional or ts?
If yes, please give details	
Family history	
Please indicate whether before the age of 60, a parent, sister or brother (blood relative) has suffered from cancer	Yes No Relationship to you
Current state of health	Age when diagnosed Current age Age at death (if deceased)
If Yes, please specify cancer type	
Have you ever had any signs or symptoms of, or been tested or treated for, or diagnosed with	Disease or disorder of cervix, breast, uterus, fallopian tube, vagina, vulva or prostate? Yes No
any of the following?	Cancer, abnormal cervical smear, tumour, cyst, breast lump, moles, skin disorder or any other lesion? Yes No
	Blood disorders e.g. anaemia, leukaemia, blood clots or bleeding tendencies? Yes No
If yes to any of the above, please give details	

4 Declaration and consent

Please read your duty of disclosure and declaration carefully and sign the bottom of the page to show your acceptance of these terms. Failure to make the following declaration truthfully may invalidate your insurance.

THE BELOW NAMED LIFE TO BE ASSURED AND POLICY OWNER(S) DECLARE AND AGREE THAT:

Disclosure:

- (1) I/We have read the notice explaining my/our duty of disclosure and all the statements contained in this application for insurance ('Application') are true and complete to the best of my/our knowledge.
- (2) Should the Life to be Assured undergo any alteration in mental or physical health or have a change of occupation between the date of this Application and the issue of the insurance, I/we agree to notify AIA immediately as this information is relevant to any decision AIA may make to accept this Application.
- (3) I/We understand that statements made in this Application and my/our application for the existing policy including statements made by me/us to any medical examiner or made by any medical examiner on my/our behalf, forms the entire basis of the insurance contract between me/us and AIA.
- (4) I/We acknowledge that my/our adviser receives commission from AIA.
- (5) I/We acknowledge that I/we are signing on behalf of any children and declare that I/we have disclosed all health information, including any pre-existing conditions, for such children and ourselves.
- (6) I/We understand that irrespective of whether I/we have been insured with AIA or a related company before, that AIA will rely on the accuracy and completeness of my/ our answers given in this Application and I/we must not assume AIA has any prior knowledge of my/our history.
- (7) I/We understand that if I/we apply or have applied to become AIA Vitality members any information I/we subsequently provide through participation in the AIA Vitality Programme will not be available to AIA for the purposes of administering or assessing any AIA policy (current or future). I/We understand that the segregation of information between the AIA Vitality Programme and AIA insurance policies requires that any information that may affect an insurance policy needs to be provided to AIA as part of any insurance application or variation to an existing insurance policy, even if it has also been provided as part of my/our participation in the AIA Vitality Program. I/We understand that AIA does not have any prior knowledge of my/our history as a consequence of my/our AIA Vitality membership.

Declaration and consent continued...

Underwriting:

- (8) I/We will be bound by the standard conditions applicable to the proposed insurance upon AIA's acceptance of this Application. I/ We understand that if my/our Application requires underwriting, then special terms (including special conditions, premium loadings, exclusions or maximums) may be applied to my/our policy. I/ We understand that any special terms will apply from the risk commencement date of my/our insurance. I/We understand that the special terms will be set out in the schedule to my/our policy document and will form part of my/our insurance contract. I/We will accept the special terms if I/we either make a premium payment after the policy free look period or agree to the special terms in writing.
- (9) I/We understand if additional information is required to process my/our Application, I/we may be telephoned by an Underwriter. The information that I/we provide to the Underwriter will form part of my/our Application.
- (10) I/We understand that if I/we do not consent to AIA collecting personal information on this Application and from the sources listed in clause (24) AIA may not be able to undertake a full underwriting assessment which may result in AIA declining to offer cover or offering cover on less favourable terms than I/we may otherwise be offered.
- (11) I/We understand that financial information may be required as part of the quoting process, and that any such information, if requested, will form part of my/our Application.

Premiums:

- (12) I/We understand the insurance proposed in this Application shall not commence until this Application has been accepted by AIA and the initial premium or a completed Direct Debit Authority or premium payment direction (such as a Credit Card) has been received by AIA.
- (13) I/We authorise AIA to debit the nominated credit card account with the premiums payable for the insurance. AIA may debit the credit card account with an Insurance premium even where there may beinsufficient clear funds in the credit card account, but AIA shall not be obliged to do so. If there are insufficient funds but AIA debits the credit card AIA may also debit the credit card account with any applicable fees and charges. If the insurance premium cannot be recovered from me/us, then AIA may reverse the insurance premium payment resulting in the premiums being treated as not having been paid and AIA may be entitled to cancel the insurance in accordance with the insurance terms relating to non-payment of premiums.
- (14) I/we understand that the premium relating to my/our policy may be discounted in some circumstances based on the Life to be Assured's participation in the AIA Vitality Programme. I/We understand that further information can be found in the AIA Vitality Premium Adjustment Rules available on www.aia.co.nz/vitality.

My personal information:

- (15) I/We understand that any personal information that I provide in this Application will be collected, used, stored and disclosed in accordance with AIA's privacy statement, available on www.aia.co.nz/privacy
- (16) I/We acknowledge and consent that except in relation to "health information" (as that term is defined in the Health Information Privacy Code 2020) personal information provided in this Application to AIA, or obtained by AIA from the sources listed inclause (24) may be used, held, stored and/or disclosed by AIA and/or any related companies (whether incorporated in New Zealand or elsewhere), their subsidiaries, their officers, their advisers and reinsurers:
 - to assess and process this Application and any other application for insurance I/We make to AIA;
 - for the purposes of assessing any claim(s), including assessing if I/We have met my duty of disclosure under this Application;
 - to design new, or enhance existing, products and services provided by AIA, including research/direct marketing firms engaged by AIA or its related companies to seek my views on products or services offered by AIA or its related companies (whether or not I/We choose to proceed with this Application);
 - to communicate with me/us, including to send me/us administrative communications about any policy I/We may have with AIA;
 - to third parties for the purposes of such parties providing AIA with technology services;
 - · for statistical or actuarial research undertaken by AIA;
 - unless I/We tell AIA otherwise or opt out, to tell me/us about other products and services that are offered by AIA, or by reputable organisations with whom AIA contracts, or to send me/us other information or promotional material that we think may be of interest to you;
 - to assist AIA to work with other reputable organisations with whom AIA contracts, whether in New Zealand or overseas, that offer products or services (including loyalty programmes) connected with any of the services that AIA provides. Such assistance may include undertaking data matching exercises both internally within AIA and with such organisations in order to identify products and services that I/We might be interested in;
 - · for internal business and administrative purposes;
 - where disclosure is required by law;
 - · as otherwise specified in this declaration.
- (17) I/We acknowledge and consent that health information provided in this Application to AIA, or obtained by AIA from the sources listed in clause (24) may be used, held, stored and/or disclosed by AIA and/or any related companies (whether incorporated in New Zealand or elsewhere), their subsidiaries, their officers, their advisers and reinsurers:
 - to assess and process this Application and any other application for insurance I/We make to AIA;
 - for the purposes of assessing any claim(s), including assessing if I/We have met my/our duty of disclosure under this Application;
 - where disclosure is required by law;
 - in accordance with clauses (18), (19) and (20) below
- (18) All personal information (including health information) may be collected, held and/or stored by AIA and may be made available to AIA related companies, local and overseas (and in this regard I/We consent to the transfer of my information outside New Zealand) and to any agent, contractor or third party who provides technology, administrative or other services to AIA or any member of the AIA Group.
- (19) I/We understand that AIA is a member of the Health Funds Association of New Zealand (HFANZ). I/We agree that AIA is authorised to collect, use, store and disclose personal information and health information about me/us for the purposes of the HFANZ Integrity Registry. I/We authorise disclosure of personal and health information to HFANZ or its agents, and HFANZ Members, for that purpose.
- (20) I/We authorise AIA to obtain my/our full medical history where the application form contains:
 - ongoing medical conditions
 - · partial or incomplete medical history
 - multiple medical conditions
 - · a referral to a medical provider

Declaration and consent continued...

- (21) I/We understand that all of my/our personal information (including health information) will be stored by AIA at, 74 Taharoto Road, Takapuna, New Zealand, and may also be held by AIA's data storage providers, including cloud-based data storage providers (in New Zealand or elsewhere). I/We understand that AIA will take reasonable steps to keep such information secure.
- (22) I/We understand access to and correction of my/our personal information (including health information) may be requested by me/us.
- (23) I/We authorise AIA to disclose all personal information (including health information) relating to this Application to my/our financial adviser for the purposes of providing me/us with advice regarding the underwriting of this Application by AIA. This authority is limited to this Application, and is only valid for the period of the assessment and until an outcome is reached. I/We acknowledge that the personal information which may be disclosed includes, but is not limited to, health information, vocational, occupational and financial information relevant to the assessment of this Application.
- (24) I/We consent and give authority to AIA and/or any of its related companies to seek from, and for all and any of the following, their officers and employees, to disclose to AIA and/or any of its related companies, their advisers, reinsurers, and to any legal tribunal before which any question concerning the insurance may arise, any medical, financial or other personal information affecting such insurance which they may hold in respect of me/us:
 - any doctor or other registered medical practitioner or specialist, counsellor, psychologist, therapist, dentist, clinic, hospital
 or medical laboratory;
 - the Accident Compensation Corporation;
 - · any bank, financial institution, accountant or financial adviser;
 - · any of my current or former employers;
 - insurers or reinsurers (whether public or private); and
 - · any government department, agency, organisation or enterprise.
- (25) I/we understand that the supply of the information gathered from the above sources is voluntary and that AIA and/or any of its related companies may or may not seek information from the above agencies whether they seek information is dependent on what information is required to make a decision on my/our insurance.
- (26) I/We understand that in collecting information that is relevant to this Application AIA may also receive/collect information that is not relevant to the assessment of this Application or the assessment and administration of my claim and AIA will not use this non-relevant information for any purpose other than as permitted under the Privacy Act.

Insurance Policy:

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- (27) I/We have checked the information that my/our Insurance adviser has entered onto this Application form.
- (28) At the date of this Application, no statement affecting this Application has been made to any representative of AIA that has not been recorded in this Application.
- (29) I/We acknowledge that the quote attached to this Application forms part of the Application and sets out the insurance benefits I/we are applying for.
- (30) I/We have been advised that a Specimen Policy Document and the financial statements of AIA are available to me/us on request from AIA's Head Office.

IMPORTANT NOTICE: Your Duty of Disclosure and Personal Information

When you apply for this insurance, and whenever you apply to vary or reinstate it, you have a duty to disclose to AIA New Zealand Limited ("AIA") all information you know (or could reasonably be expected to know) that would influence the judgment of a prudent underwriter in deciding whether or not to insure you, and if so, on what terms and at what cost. If you fail to comply with your duty of disclosure, AIA may avoid this insurance from the beginning, which means any claim will not be paid.

Please note, AIA may request a copy of your entire medical file from your General Practitioner and other medical providers.

IF IN DOUBT - DISCLOSE. WE TREAT ALL INFORMATION CONFIDENTIALLY.

Please complete the below Check boxes to confirm that each life assured understands and accepts the following:

I/We understand the importance of full disclosure of all information required in this application for Insurance and have read the "Disclosure" section above	\square	YES
I/We understand that AIA may require access to my/our medical records, other sensitive financial information or other personal information from my/our medical		
providers and other agencies. I/We give consent to AIA to do so pursuant to clause (24) under the "My personal information" section above		YES
I/We authorise AIA to disclose all personal information relating to this application for insurance to my/our financial adviser pursuant to clause (23) under the		
"My personal information" section above		YES

Full names of Life to be Assured				
Signature of Life to be Assured	X	Date	/	/
Full names of Policy Owner(s)				
Signature of Policy Owner(s)	x	Date	/	/

Adviser details

Credit this cas	e to adviser code				FSPR numb or FAP nar			
Grou	p Voluntary Code							
	Percentage split	Initial				Renewal		
A	dviser's company				Advis nar			
(ple	ease 🗸 one option)	V	ariable	%	Pendulum	%	As earned	
Second Advise	er (if applicable)							
Credit this cas	e to adviser code				FSPR numb or FAP nar			
Grou	p Voluntary Code							
	Percentage split	Initial				Renewal		
A	dviser's company				Advis nar			
(ple	ease 🗸 one option)	V:	ariable	%	Pendulum	%	As earned	
Checklist								
Type of application	New application		Single Life		loint Life (please complete	a separate app	olication)	
	Increase		Policy no.				se existing D/CC	Use new DD/CC
	Amendment		Policy no.					
Application details			obtained on the d	eclaration	eted and signature(s) ached to this applicati	on		

Important note: A Replacement Policy Advice Form is required if the original policy was issued prior to 1st July 2010.

AIA New Zealand Limited www.aia.co.nz

Private Bag 92499, Victoria Street West, Auckland 1142 Mon-Fri 8.30am - 5.30pm: **Phone (Int**.): +64 9 487 9963 **Freephone:** 0800 500 108 **Email:** enquireNZ@aia.com **Live Chat:** aia.co.nz/chat



AIA Vitality Application Form



Important Information

This Application Form is to be used where the life assured is insured under one or more eligible AIA New Zealand Limited (AIA) insurance policies and wishes to apply for AIA Vitality. This form is intended to supplement information already collected from the policy owner(s) and the life assured on any previous Application Form.

This Application Form will need to be completed by the life assured.

Please send the completed form to: nzvitality@aia.com

Note: Ongoing AIA Vitality membership fee must be paid by Direct Debit or Credit/Debit Card.

1 AIA Vitality member details (Life Assured to complete this section in full)

AIA Vitality is a health and wellness programme, encouraging you to get healthier and earn great rewards. Premiums relating to the eligible policy(s) that covers you may be discounted in certain circumstances based on your participation in the AIA Vitality Programme, the terms of which were provided to you with your application and are available on the AIA Vitality member website www.aiavitality.co.nz

Title					
Surname					
Given Name					
Gender					
Date of Birth (dd/mm/yyyy)	/ / Note: To be eligible for A	IA Vitality you mu	st be 16 years and over.		
Email	A unique email address i	s mandatory. You	cannot have the same emai	l address as anot	her AIA Vitality member.
Contact Details	Mobile		Phone (home)		Phone (work)
Do you have existing insurance policy(s) with AIA, ASB or Sovereign? If yes, do you know your policy number(s)?	Yes	No			
	Your AIA Vitality membe	rship will be asso	ciated with your eligible insu	urance policy(s)	

Information for completion of Payment Authority forms

In order to have the AIA Vitality membership fee deducted please complete the AIA Vitality Payment Form, either **Credit or debit card details** or **Authority to accept direct debits**.

Declaration and Consent: AIA Vitality

There is some important information you need to know about AIA Vitality. You need to be over 18, or if you're 16 or 17, have the permission of a parent/guardian, to confirm your understanding of the following:

- > I understand that any personal information I provide in this AIA Vitality application, or during my membership, will be used and disclosed in accordance with the AIA Vitality terms and conditions and AIA's privacy statement, both available on AIA's website aia.co.nz
- > I understand that AIA operates AIA Vitality separately from its business of providing insurance policies. My personal information provided through AIA Vitality will not be available to AIA for the purposes of any AIA insurance policy.
- > I understand that I am still obliged to disclose any information that might be relevant to any insurance policy with AIA (current or future), even if I provide information to AIA as part of my participation in AIA Vitality.
- > I understand that I need an eligible insurance policy to get AIA Vitality and that any discounts or benefits provided as part of my AIA Vitality membership are not guaranteed and may be varied or withdrawn by AIA at any time.

I, the named Life to be Assured who is applying to become an AIA Vitality Programme ('AIA Vitality') member, declare and agree that I:

- > Am either over 18 years of age, or if you're 16 or 17 years of age, and have the permission of my parent/guardian to make this declaration;
- > Understand that any personal information that I provide in this application to become a member of AIA Vitality will be used and disclosed in accordance with the terms and conditions of AIA Vitality (available on the AIA Vitality website at www.aiavitality.co.nz) and will be collected, used, stored and disclosed in accordance with AIA's privacy statement (available on www.aia.co.nz/privacy);

Declaration and Consent: AIA Vitality continued...

- Understand that AIA Services New Zealand Limited ('AIA') operates AIA Vitality separately from its business of providing insurance policies. The only information that is received out of AIA Vitality that will be passed through to AIA in relation to insurance policies is information that might relate to AIA Vitality status (for example to provide me with a discount on my insurance policy). Accordingly, I understand that:
 - once I am a member of AIA Vitality, any personal information (including "Health Information" as defined in the Health Information Privacy Code 2020) that I
 subsequently provide through participation in AIA Vitality will not be available to AIA for the purposes of renewing, amending or assessing any AIA insurance
 policy (current or future); and
 - in accordance with my duty of disclosure, I am still obliged to disclose any information to the extent it may be relevant to any future application for insurance cover (including increased or varied cover) or changes to existing insurance cover or claims under an insurance policy with AIA, even if I provide information to AIA as part of my participation in AIA Vitality; and
 - AIA does not have any prior knowledge of my history as a consequence of my membership of AIA Vitality.

Understand any discounts or benefits provided in respect of membership in AIA Vitality are not guaranteed and AIA reserves the right to vary or withdraw the discounts or benefits or AIA Vitality.

Use and Disclosure of Personal Information

Please note that if you **do not consent** to the use and disclosure of your personal information (including Health Information) as set out below you will not be able to participate in AIA Vitality. For further information or if you have any questions, please feel free to contact us on 0800 242 888.

I agree to my personal information being shared with AIA Australia and AIA Vitality Partners to administer the programme

To administer AIA Vitality, I provide authority and consent for AIA to disclose my personal information to:

a. AIA's third party service providers;

>

- b. AIA Australia Limited and its third party service providers; and
- c. AIA Vitality Partners for verification purposes only.

I agree that anonymised information will be shared with members of the AIA Group (based in Hong Kong) and Discovery Holdings Limited (based in South Africa) the company who owns the Vitality programme and licenses it to AIA.

To administer AIA Vitality, I provide authority and consent for AIA to disclose my non-personally identifiable information (including anonymised Health Information) to other members of the AIA Group (Hong Kong) and to Discovery Holdings Limited (South Africa) (who owns the Vitality programme and licenses it to AIA), and their third party service providers. Anonymised Health Information will be disclosed in such a way that it is not reasonably capable of being de-anonymised by these entities.

Note: The Privacy statement of each of the entities above is available on their websites. For Discovery Holdings Limited's privacy statement see: https://www.discovery.co.za/portal/individual/terms-and-conditions. These documents may be updated from time to time.

I agree to receive marketing communications for non-financial products/services that are outside of AIA Vitality, but relate to our AIA Vitality Partners. You can unsubscribe at any time.

I provide authority and consent for AIA to use and disclose my personal information (other than Health Information) to AIA Australia, to promote or market AIA Vitality Partner offers.

If subsequently I do not wish to receive marketing communications, I will follow unsubscribe instructions in the communications themselves where prompted, or contact AIA on 0800 242 888.

I agree to AIA sharing information relating to my AIA Vitality membership to Policy Owner(s) and/or my Financial Adviser.

I provide authority and consent for AIA to disclose information (other than Health Information) that relates to my membership of AIA Vitality to my financial adviser, ASB Insurance Manager and/or to the policy owner of any AIA insurance policy to which my membership of AIA Vitality attaches for the purposes of administering AIA Vitality and for me to receive the benefits and services of AIA Vitality. Such information may include AIA Vitality membership information such as my AIA Vitality status, membership number, whether I have purchased or used certain devices and/or accessories or whether I have visited or used certain AIA Vitality Partners, to earn AIA Vitality points.

I understand that there are terms and conditions that relate to the AIA Vitality Programme and I agree to read, understand and accept these before activating my AIA Vitality membership.

The terms and conditions of AIA Vitality are available on the AIA Vitality website at www.aiavitality.co.nz. A link to the terms and conditions will be sent to you in your activation email. By agreeing to the terms and conditions, you do so in your capacity as a life assured named in this application.

Please note that if you do not agree to the terms and conditions of AIA Vitality, your membership application will not be able to be accepted by AIA.



By completing the check box you the Life Assured confirm you have read and accepted the 'Use and Disclosure of Personal Information' section.

Please note that if you do not consent to
disclosure of your personal information a
you will not be able to participate in AIA

Name of Life Assured			
Signature of Life Assured	X	Date (dd/mm/yyyy)	/ /
Parent or guardian Signature	Parent or guardian consent is only required where the Life Assured is 16 or 17 yea	rs of age. Date (dd/mm/yyyy)	/ /
Financial Adviser or Insurance Manager name (If applicable)		Date (dd/mm/yyyy)	/ /

AIA New Zealand Limited www.aia.co.nz **Private Bag 92499,** Victoria Street West, Auckland 1142 Phone (Int.): +64 9 487 9963 Freephone: 0800 242 888 Email: nzvitality@aia.com Live Chat: aia.co.nz/chat

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the use and

/itality.

s set out above

AIA Vitality Payment Form



1 Personal details					
Mr/Mrs/Miss/Ms/Other	Contact number				
Name of AIA Vitality member					
Email address					
Payment frequency and AIA Vitality membership fee including GST (please tick one)	MonthlyHalf yearlyAnnuallyAIA Vitality membership fee\$11.50\$69\$138could be subject to change.				
2 Payment method	Please tick the appropriate box for your AIA Vitality membership payment only. Credit Card or Debit Card Direct Debit (please complete Section 3) (please complete Section 4)				
3 Credit or debit card deta	ils				
Card type (Tick one)	MasterCard Visa Debit Card Expiry date (mm/yy) /				
Name on card					
Card number					
payable (and any increases to those fees), credit card/debit card account, but AIA sha card account with any applicable fees and	e AIA Services New Zealand Limited ("AIA") to debit the nominated credit card/debit card account with the AIA Vitality membership fees AIA may debit the credit card/debit card account with AIA Vitality membership fees even when there may be insufficient clear funds in the all not be obliged to do so. If there are insufficient funds but AIA debits the credit card/debit card, AIA may also debit the credit card/debit charges. If the AIA Vitality membership fees cannot be recovered from me, then AIA may reverse the AIA Vitality membership fees payment aving been paid and AIA may be entitled to cancel the AIA Vitality membership in accordance with the AIA Vitality terms and conditions.				
4 Authority to accept direc	t debits Authority to accept				
Name of my Account to be debited (Acceptor)	(Not to operate as an assignment or agreement)				
Customer (Debtor) to complete Bank/Branch number and Account Number and Suffix of Account to be debited.	Bank Branch number Account number Suffix Image: Ima				
To: The Manager (Insert name of Bank and Branch)					
	I authorise you, until further notice in writing, to debit my account with all amounts which Authorisation code GoCardless, the registered initiator of authorisation code 1226237, may initiate by direct debit on behalf of <u>AIA Services New Zealand Limited ("AIA")</u> . I agree that this authority is subject to: • The bank's terms and conditions that relate to my account, and • The specific terms and conditions listed below. I provide authorisation to GoCardless, the initiator acting on behalf of <u>AIA Services New Zealand Limited ("AIA")</u> to send the confirmation of this authority to me via email. Payer particulars				
Information to appear on my/our Bank Statement	A I A V I T A L I T Y				
	Payer reference				
5 AIA Vitality payment authorised signature(s)					
Signature 1	Date / / (dd/mm/yyyy)				
Signature 2	Date / / (dd/mm/yyyy) / /				

Bank Terms and Conditions

Specific conditions relating to notices and disputes

- I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:
 - I don't receive a written notice of the amount and date of each direct debit from the initiator, or I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.
 - I may ask my bank to reverse a direct debit up to 9 months after the date the initiator sent the first direct debit under the authority if I am not reasonably satisfied that the authority authorised my bank to debit my account with the amount of the direct debit.
- The initiator is required to give a written notice of the amount and date of each direct debit, including the first direct debit in a series, of no > less than 2 working days. The notice is to include: the dates of the debits, and the amount of each direct debit.
- If the initiator proposes to change an amount or date of a direct debit specified in the notice, the initiator is required to give you notice no less than 10 days before the change.
- If the bank dishonours a direct debit but the initiator sends the direct debit a second time within 5 business days of the original direct debit, the initiator is not required to notify you a second time of the amount and date of the direct debit.

Banks and building societies may not accept Direct Debit Instructions for some types of accounts

GoCardless Terms and Conditions

GoCardless process Direct Debit payments on behalf of other businesses and organisations, such as the merchant that you wish to make payments to. These businesses and organisations create payments for their customers using our system and we then process these according to the parameters and instructions they have set. These terms and conditions explain how GoCardless will operate, when it collects payments from your bank account.

1 Definitions

- Unless otherwise defined in these terms and conditions (the "GoCardless Terms"), capitalised terms have the meaning given to them in the "Conditions of Instruction to Accept Direct Debits" ("Bank Terms").
- Customer means the person or entity identified as such on the Application, who intends to make payments to the Merchant by way of direct debit (also referred to as "you" and "your" in these Terms and Conditions).
- Direct Debit Instruction means the application form containing the GoCardless Terms and the Bank Terms and completed by you for the purposes of authorising payments to be made from your bank account to the Merchant by way of direct debit.
- GoCardless means GoCardless Limited, the payment service provider authorised by the Merchant to process direct debit payments made by you to it, on its behalf. The "Initiator" in the "Conditions of Instruction to Accept Direct Debits" above is GoCardless.
- Merchant means the person or entity that the Customer intends to make payments to by way of direct debit, and identified as such on the Application.

2 Direct Debit Instruction

- 2.1 By completing the Direct Debit Instruction, you agree to be bound by the Bank Terms in addition to the GoCardless Terms.
- 2.2 You acknowledge that by completing the Direct Debit Instruction, you are authorising the Merchant to debit your nominated bank account (as it appears on the Direct Debit Instruction) for the amounts and at the frequency set out in the Direct Debit Instruction. You acknowledge that GoCardless provides direct debit payment processing activities to the Merchant and as such, where GoCardless is instructed by the Merchant, GoCardless will debit your nominated bank in accordance with the instruction.
- 2.3 Any changes to the information provided by you on the Direct Debit Instruction must be communicated by you directly to the Merchant. You acknowledge that GoCardless will not accept any instruction directly from you to vary the Direct Debit Instruction.

Liability of GoCardless

- 3.1 GoCardless may cease providing the Merchant with direct debit payment processing services upon written notice to the Merchant in accordance with the agreement entered into by GoCardless and the Merchant for the supply of those services. In such circumstances, GoCardless will cease accepting the Merchant's instruction to debit your nominated bank account in connection with the Direct Debit Instruction. If you continue to receive goods or services from the Merchant, you must contact the Merchant directly to set up an alternative payment method.
- 3.2 GoCardless will not be responsible for any delay that may occur in processing a direct debit payment on the Merchant's behalf if:
 - 3.2.1 there is a public holiday on the day or on the day after a payment is due to be made;
 - 3.2.2 a payment is received either on a day that is not a business day or after the normal close of business on a business day;
 - 3.2.3 GoCardless does not receive the Direct Debit Instruction in sufficient time to process the payment; or
 - 3.2.4 the Direct Debit Instruction is not duly completed.
- 3.3 You acknowledge that GoCardless is not involved in the supply of any goods and/or services to you, and any disputes regarding the supply of any goods and/or services for which you have made payment for in connection with the Direct Debit Instruction are to be dealt with directly by you and the Merchant. GoCardless has no involvement in or express or implied liability in relation to any goods or services provided by the Merchant.
- 3.4 Nothing in the GoCardless Terms or the Bank Terms creates any relationship or liability between GoCardless and you for any purpose and any disputes regarding any payments debited from your nominated bank account should be directed to the Merchant.

General

- 4.1 If there is any inconsistency or conflict between the GoCardless Terms and the Bank Terms, the GoCardless Terms will prevail.
- 4.2 The GoCardless Terms are governed by the laws of New Zealand.

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