

Deed of Amendment and Restatement of Deed Poll

MADE BY

Southern Cross Medical Care Society trading as the Southern
Cross Health Society

Society

MADE BY

Southern Cross Medical Care Society trading as the Southern Cross Health Society
("Society")

INTRODUCTION

- A. The Society made a deed poll dated 14 February 2023 ("**Deed Poll**") offering its Members certain health benefits on the terms set out in the Deed Poll.
- B. The Society wishes to amend and restate the Deed Poll as set out in this deed.
- C. The amendment to the Deed Poll is made pursuant to the power of variation provided in clause 2.4 of the Deed Poll.

COVENANTS

1. DEFINITIONS AND CONSTRUCTION

- 1.1 In this deed, except as otherwise defined, words and expressions used in this deed shall have the meanings given to them in clause 1.1 of the Deed Poll.

2. AMENDMENT AND RESTATEMENT OF DEED POLL

- 2.1 **Amendment and restatement:** With effect from the date of this deed, the Deed Poll shall be amended and restated in the form of the document set out in the Schedule (namely, amending clause 2.1(a) of the Deed Poll).
- 2.2 **Application:** The Benefits available to Members from the date of this deed are those set out in the Deed Poll as amended and restated by this deed. For the avoidance of doubt, the amendment and restatement of this deed does not affect any Benefits taken up by Members prior to the date of this deed.
- 2.3 **Confirmation:** Except as amended by this deed, the Society agrees that the Deed Poll shall continue to constitute its legal, valid and binding obligations and shall continue in full force and effect.

3. GENERAL

- 3.1 **Counterparts:** This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.
- 3.2 **Severability:** If any part of this deed is held by any court or tribunal of competent jurisdiction to be illegal, void, or unenforceable, such determination will not impair the enforceability of the remaining parts of this deed.

- 3.3 **Governing law:** This deed shall be governed by, and construed in accordance with, the laws of New Zealand.
- 3.4 **Jurisdiction:** The Society submits, and each Member is taken to have submitted, to the exclusive jurisdiction of courts of New Zealand in respect of any dispute or proceeding directly or indirectly arising out of, or in connection with, this deed.

EXECUTED AS A DEED

**Southern Cross Medical Care Society
trading as the Southern Cross Health
Society by:**



Signature of Director

Chris Black

Name of Director



Signature of Director

Nagaja Sanakumar

Name of Director

SCHEDULE

Amended and restated Deed Poll

Deed Poll relating to offer of certain benefits to members

MADE BY

Southern Cross Medical Care Society trading as the
Southern Cross Health Society
Society

DEED POLL dated 14 February 2023 as amended and restated on 25 June 2025

MADE BY

Southern Cross Medical Care Society trading as Southern Cross Health Society
("Society")

BACKGROUND

A. The Society wishes to offer its Members certain health benefits on the terms set out below.

COVENANTS

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this deed, unless the context otherwise requires:

"**Benefits**" mean the benefits provided to Members by the Society in accordance with this deed;

"**Members**" has the meaning given to it in the Rules;

"**Rules**" means the rules of the Society, as amended from time to time;

"**Society**" means the Southern Cross Medical Care Society trading as the Southern Cross Health Society; and

"**Terms and Conditions**" means the terms and conditions contained on the Society's website relating to the Benefits.

1.2 **Interpretation:** In this deed, unless the context otherwise requires:

(a) the singular includes the plural and vice versa; and

(b) headings and subheadings are to be ignored in construing this deed.

2. OFFER OF BENEFITS

2.1 **Benefits:** Subject to clause 2.2 and the Terms and Conditions, pursuant to r 5.3(a) of the Rules, the Society shall offer its Members the following:

(a) free health consultations (as defined in the Terms and Conditions from time to time) carried out by a registered health practitioner in the online platform selected by the Society from time to time;

- (b) up to 3 mental wellbeing sessions per claims year with an appropriately qualified supplier selected by the Society from time to time. Members can see a counsellor for individual issues, couples counselling, or even a wellbeing coach; and
- (c) 1 free annual health check per claims year for Members aged 16 years or over with an appropriately qualified supplier selected by the Society from time to time.

2.2 **When benefits shall be available:** The Benefits shall be available for Members to take up from the date on which the Society executes this deed.

2.3 **Benefits revocable:** To the maximum extent permitted by law, the Society may, at any time and without providing any prior notice to Members, revoke this deed or any of the Benefits provided pursuant to clause 2.1. Upon revocation of this deed or any of the Benefits provided pursuant to clause 2.1, the Society shall cease to offer the Benefits to Members and Members will not be able to take up the Benefits.

2.4 **Variation of deed poll and Benefits:** To the maximum extent permitted by law, the Society may, at any time and without providing any prior notice to Members vary or discharge (including by way of unilateral revocation of any Benefit or this deed by this Society) this deed or any of the Benefits provided pursuant to clause 2.1.

3. GENERAL

3.1 **Benefit and entitlement:** This deed is executed as a deed poll. Subject to clause 2.2, for the purposes of part 2, subpart 1 of the Contract and Commercial Law Act 2017, each Member has the benefit of, and is entitled to enforce, this deed even though it is not a party to, or is not in existence at the time of execution and delivery of, this deed.

3.2 **Rights independent:** Subject to clause 2.2, each Member may enforce its rights under this deed independently from each other Member and any other person.

3.3 **Members bound:**

- (a) each Member is bound by this deed; and
- (b) the Benefits are provided to Members on the condition that each Member is taken to have notice of, and is bound by, this deed (including clauses 2.3–2.4).

3.4 **Counterparts:** This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

3.5 **Severability:** If any part of this deed is held by any court or tribunal of competent jurisdiction to be illegal, void, or unenforceable, such determination will not impair the enforceability of the remaining parts of this deed.

3.6 **Governing law:** This deed shall be governed by, and construed in accordance with, the laws of New Zealand.

- 3.7 **Jurisdiction:** The Society submits, and each Member is taken to have submitted, to the exclusive jurisdiction of courts of New Zealand in respect of any dispute or proceeding directly or indirectly arising out of, or in connection with, this deed.

EXECUTED AS A DEED

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