

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

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) unlimited free standard medical consultations (as defined in the Terms and Conditions from time to time) carried out by a CareHQ General Practitioner in the CareHQ online platform;

- (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.

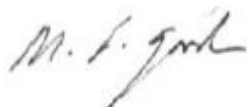
3.5 **Severability:** If any part of this deed is held by any court or tribunal of competent jurisdiction to be illegal, void, or unenforceable, such determination will not impair the enforceability of the remaining parts of this deed.

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

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



Director : Murray Jordan



Director : David Bridgman