



Policy Owner Declaration and Consent

This document is provided by your adviser on behalf of PPS Mutual Limited (**PPS Mutual**) because you are a policy holder under an application for a PPS Mutual insurance policy.

Your adviser has also sent an offer of terms (**Offer of Terms**) that sets out the PPS Mutual cover you are applying for and any special conditions, premium loadings, and / or special exclusions (**Special Terms**) proposed by PPS Mutual based on the information provided.

This Declaration and Consent contains important information about PPS Mutual, your duty of disclosure, your personal information and the risk of replacing insurance cover on pages 1 – 2. It also sets out declarations and consents that you need to give before PPS Mutual can issue your policy on pages 3–6. Please read these carefully along with your Offer of Terms.

If you have read and understood both documents and would like your policy to be issued, please confirm this to your adviser by email. If you are providing confirmation on behalf of other policy owners, please ensure you obtain their approval to do this, include both your name and those owners' names in the email to your adviser and ensure they are copied on that email.

Your adviser will pass your confirmation on to PPS Mutual. Once PPS Mutual has received confirmations for all policy holders, it will issue your policy. The Offer of Terms will expire if PPS Mutual does not receive those confirmations within 30 days.

If there is any information or documentation that you think might be missing, or if you have any questions or concerns, please contact your adviser. Alternatively, you can contact the PPS Mutual Support Team on 0508 777 6888 or by emailing contact@ppsmutual.co.nz.

Important Information:

Financial Strength

PPS Mutual Limited currently holds a financial strength rating of **B+** from A M Best. A copy of A M Best's ratings scale is set out below.

Superior		Excellent		Good		Fair		Marginal		Weak		Poor
A++	A+	A	A–	B++	B+	B	B–	C++	C+	C	C–	D

Duty of Disclosure

When you apply to commence, vary, or reinstate your insurance (**Application**), you have a duty to take reasonable care to ensure that you and each insured person (**Life Insured**) do not make a misrepresentation to PPS Mutual, including in relation to information about the life and health of each Life Insured.

This is a continuous duty that extends until your insurance policy (**Policy**) is issued, varied, or reinstated. If something happens before then which affects the accuracy of information provided to PPS Mutual – including in relation to any Life Insured – you must notify PPS Mutual.

If you fail to comply with your duty of disclosure, PPS Mutual may have the right to:

- avoid your Policy from commencement (and, in some cases, retain any premiums paid); or
- amend the terms of your insurance from commencement – this may include removing or reducing benefits or adding Special Terms.

This will depend on whether or not you acted deliberately or recklessly, and how PPS Mutual would have assessed this Application if you had met your duty of disclosure. This could also mean that a claim is not paid or that the amount paid is less than the cover amount.

For more information about the potential consequences of breaching your duty of disclosure, please refer to the General Terms and Conditions in PPS Mutual's standard policy wordings.

Privacy

To underwrite this Application and issue and administer your Policy, PPS Mutual needs to collect, hold, use and disclose certain personal information relating to the owners of your Policy, including you (**Policy Owner**) and each Life Insured. PPS Mutual can only do this where it is authorised to do so.

PPS Mutual collected authorisations from each Life Insured earlier in the Application process. We have set out below the authorisations that PPS Mutual needs in relation to your personal information.

Replacing Cover

If you are replacing existing insurance, there can be risks and benefits in doing so. Before you decide whether to do this, your Adviser can help you to understand those risks and benefits based on your personal circumstances, differences in cover terms (including exclusions, stand-down periods and any Special Terms) and costs. We encourage you to raise any questions with your Adviser.

Free Look Period

If you decide that you no longer wish to purchase the Policy, it may be cancelled with the approval of all Policy Owners within 30 days of commencement and any premiums paid will be refunded in full. If you cancel the Policy under this paragraph, you can never claim a benefit under the Policy.

Declarations and Consents

Before PPS Mutual can issue your cover as set out in the Offer of Terms, all Policy Owners must provide the declarations and consents set out below.

Ownership

1. You agree to be a Policy Owner. If there are other Policy Owners, you understand that ownership is jointly held and that any change to the ownership of the Policy or the cover provided under the Policy requires the agreement of all Policy Owners.

Financial Strength Rating

2. You have read and understood the Financial Strength Rating information above.

Disclosure

3. You have read and understood the Duty of Disclosure information above.
4. All statements in your Application are true and complete to the best of your knowledge, including in relation to the life and health of each Life Insured. Any relevant information that was disclosed to your Adviser has been included in your Application. You understand that statements made to PPS Mutual as part of its underwriting processes form part of your Application.
5. PPS Mutual has been notified of any changes to the information in your Application which occurred between the Application date and your completion of this declaration.
6. You understand that PPS Mutual relies on the truth and completeness of your Application, including in relation to any information that was previously disclosed to PPS Mutual or your Adviser.

Policy Terms

7. Your Policy will be issued under PPS Mutual's standard terms and conditions for insurance cover (**Policy Terms**). When your Policy is issued, PPS Mutual will provide a Policy Schedule setting out the details of your insurance cover including any Special Terms. You have reviewed and accept those Special Terms and agree to the Policy Terms.

Replacement Insurance

8. Where this Application is intended to replace any existing insurance cover, You acknowledge that:
 - a. You are responsible for cancelling your existing insurance and will only do so after your duty of disclosure to PPS Mutual has been met and your new cover has been issued.
 - b. If you fail to cancel your existing insurance, PPS Mutual may have the right to avoid or amend your Policy from commencement. This could mean that a claim is not paid or that the amount paid is less than your cover amount.
 - c. Your new cover may contain different terms from your existing insurance and you may no longer be covered for events that were covered under your existing insurance.

Payment

9. You understand that your insurance will not commence until PPS Mutual receives a completed direct debit or credit card authority. If your insurance premiums cannot be collected for any reason, PPS Mutual will treat the premiums as unpaid and may cancel the insurance under the Policy Terms.

Personal Information

In this section, “personal information” refers to personal information as defined in the Privacy Act 2020 (the **Act**) and “NZ privacy law” includes the Act and the Health Information Privacy Code 2020.

10. **Privacy Policy:** Personal information collected by PPS Mutual is collected, held, used and disclosed in accordance with PPS Mutual’s privacy policy available at www.ppsmutual.co.nz/privacy.
11. **Use:** You authorise PPS Mutual to use your personal information provided in this Application or collected by PPS Mutual under paragraph 13:
- a. to assess and process your Application and any other application you make to PPS Mutual, including sanctions screening;
 - b. to assess claims and determine whether you have met your duty of disclosure; and
 - c. to administer any query, complaint or dispute relating to your Application or insurance.
12. **Use of Non-Medical Information:** You acknowledge and agree that your personal information, other than your health information, may also be used by PPS Mutual:
- a. to design, enhance and/or seek your views on PPS Mutual’s products and services;
 - b. to communicate with you about your insurance and your relationship with PPS Mutual;
 - c. unless you opt out, to tell you about products and services offered by PPS Mutual and to send you other information or material that may be of interest to you concerning PPS membership; and
 - d. for PPS Mutual’s internal business and administrative purposes.
13. **Collection:** You authorise PPS Mutual to collect your personal information from the organisations listed below, and authorise those organisations to provide your personal information to PPS Mutual, for the purposes listed in paragraphs 11 and 12 above (**Authorised Purposes**):
- a. any bank, financial institution, accountant or financial adviser;
 - b. any insurer or reinsurer (whether public or private); and
 - c. any government department, agency or organisation.

You understand that PPS Mutual may or may not collect information from the above sources depending on what information it needs in relation to the relevant Authorised Purpose.

14. **Disclosure:** Where necessary for any Authorised Purpose, you authorise PPS Mutual to disclose your personal information to:
- a. its related companies, reinsurers and professional advisers (e.g. lawyers, consulting medical professionals, etc.);
 - b. any legal tribunal or court; and
 - c. any supplier of an outsourced service to PPS Mutual that involves the handling or use of personal information including for the purpose of sanctions screening.

You authorise PPS Mutual to disclose your personal information to your servicing Adviser and their associated entities and personnel for the purposes of servicing your Policy and providing you with financial advice.

Unless you opt out by contacting PPS Mutual, you also authorise PPS Mutual to disclose your contact details to research or direct marketing firms engaged by PPS Mutual.

15. **Storage and Security:** Your personal information will be collected and held by PPS Mutual Limited of Level 9, 19–21 Como Street, Takapuna, Auckland 0622, New Zealand. Personal information is also held by PPS Mutual’s data storage providers in New Zealand and overseas in a manner that meets the requirements of the Privacy Act. You consent to the transfer of your information outside New Zealand for those purposes. PPS Mutual will take reasonable steps to ensure that your personal information is kept secure and in jurisdictions allowable under the Privacy Act.
16. **Retention:** You understand that your personal information will be retained by PPS Mutual for as long as necessary for the Authorised Purposes, or longer where required by law.
17. **PPS’s Legal Rights:** PPS Mutual may use, hold, disclose or collect your personal information where permitted or required by NZ privacy law, even if this may be outside the scope of the authorisations given to PPS above.
18. **Your Legal Rights:** You understand that you have the right to access, and to require PPS Mutual to correct, any of your personal information which is held by PPS Mutual.
19. **Other Information:** If, in collecting personal information for the Approved Purposes, PPS Mutual receives any personal information that is not relevant for the Approved Purposes, PPS Mutual will not use that personal information for any purpose except as permitted under NZ privacy law.

Correspondence by email

20. You authorise PPS Mutual to contact you by email using the email address in your Application (or any other email address you provide) for the Authorised Purposes. You will advise PPS Mutual if your email address changes. You are responsible for the security of the information sent to and held in your email account and any access others have to that account (e.g. family members or colleagues).

Appointment of Adviser

21. You agree that the Financial Adviser who helped you to submit this Application to PPS Mutual will be the servicing Adviser for your Policy unless you (and any other Policy Owners) instruct PPS Mutual otherwise. You acknowledge that your Adviser may receive commission from PPS Mutual.