

close an Account for any reason whatsoever by giving 14 days' notice to the Accountholder.

The CDF completes withdrawals and closures by remitting funds (including interest) to the Accountholder by electronic transfer to an account nominated by the Accountholder.

Release

Any release of funds made by the CDF to an Accountholder constitutes a full release by the Accountholder of the CDF from its obligations to the Accountholder.

Liability and Indemnity

The CDF is not responsible or liable for the accuracy of any information provided by an Accountholder or anyone acting on behalf of an Accountholder. The Accountholder is responsible for ensuring information provided to the CDF is accurate.

The CDF is not in any circumstance liable for any loss caused by:

- (a) the CDF acting in accordance with these Terms and Conditions and any other applicable terms and conditions;
- (b) the CDF acting on any unauthorised or fraudulent instructions that the CDF could not reasonably be expected to detect as unauthorised or fraudulent;
- (c) the CDF not acting on any instruction that is illegible or unclear;
- (d) the error of an Accountholder or anyone acting on behalf of the Accountholder;
- (e) a malfunction of the CDF's systems; or
- (f) any other circumstance outside the CDF's reasonable control.

The Accountholder agrees to indemnify and hold the CDF harmless against:

- (a) all losses, costs, expenses, and liabilities arising from or in relation to the Account, unless such loss, cost, expense, or liability is directly attributable to the CDF's gross negligence;
- (b) any loss, cost, expense, or liability suffered by the CDF, the CDF's customers, or any third party caused by the Accountholder's fraud or breach of these Terms and Conditions; and
- (c) any loss, cost, expense, or liability arising from the CDF acting on any unauthorised or fraudulent instructions that the CDF could not reasonably be expected to detect and identify as unauthorised or fraudulent.

Privacy

The CDF collects, stores, uses, and discloses personal information in accordance with its Privacy Policy. A copy of the CDF's Privacy Policy is available on request or at www.cdh.org.nz

Variation

The CDF may vary these Terms and Conditions at any time. The CDF will give Accountholders at least 7 days' prior notice of any material variation by email or letter to each Accountholder's last known address.

Waiver and Severability

Any failed, delayed, or partial exercise of, or indulgence granted in respect of, any power or right by the CDF under these Terms and Conditions does not constitute a waiver of that power or right.

The unenforceability of any part of these Terms and Conditions does not affect the enforceability of the rest of the Terms and Conditions.

Applicable Law

The laws of New Zealand govern these Terms and Conditions, the Account, and the Accountholders relationship with the CDF.

If you require further information or have a complaint, please contact the CDF at:

Catholic Development Fund
Catholic Diocese of Hamilton Chanel Centre
51 Grey Street, Hamilton East 3216
PO Box 4353, Hamilton East
Hamilton 3247
Phone 0800 THE CDF (0800 843 233)
Email cdf@cdh.org.nz

If your complaint is not resolved to your satisfaction, please contact:

Insurance & Financial Services Ombudsman
www.ifso.nz
Email info@ifso.nz
Phone 0800 888 202
Fax 04 499 7614
PO Box 10845, The Terrace

Wellington 6143

April 2021



FUNERAL SAVINGS ACCOUNT



Investment Terms and Conditions

Deposit Application Form

Replacement Product Disclosure Statement (not enclosed herein)

Please view at - www.cdf.cdh.nz
or www.business.govt.nz/disclose

MATERIAL INFORMATION

The CDF is a division of the Roman Catholic Bishop of the Diocese of Hamilton and its purpose is to help fund the pastoral and religious aims of the Bishop. In particular, the CDF is a significant funder of Diocesan projects e.g. chaplaincies, religious education, pastoral services, youth ministry, school and parish building projects.

The CDF is governed by the Financial Council of the Diocese, the members of which are appointed by the Bishop. The CDF is legally separated from other funds operated by the Catholic Dioceses in New Zealand and overseas. The Diocese does not guarantee repayment of the deposits in any other fund outside the Diocese of Hamilton.

The CDF entered into a Trust Deed with Covenant Trustee Services Ltd dated 23 November 2016 in relation to debt security deposits with the CDF. Please note that the CDF or Diocese (including its officers, employees and agents) does not give 'financial advice' (as defined in the Financial Advisors Act 2008). In general, this means they do not give advice as to the desirability or economic benefits of the Account. If you require such advice, please seek this from an independent and registered financial advisor.

TERMS AND CONDITIONS

The purpose of the CDF's Funeral Savings Account is to pay the Accountholder's funeral expenses upon their death.

The CDF offers Funeral Savings Accounts on the terms and conditions set out below. By making an application to the CDF for a Funeral Savings Account, you agree to be bound by the terms and conditions set out in this document.

Definitions

Account means the CDF account opened in the Accountholder's name.

Accountholder means the person aged 18 years or over named on the Account application form and on the Account and includes their personal representative.

CDF, Bishop, Diocese, and Diocese of Hamilton mean the Roman Catholic Bishop of the Diocese of Hamilton in his capacity as corporation sole.

Application: An application for an Account can be made by sending a completed Account application form to the CDF. The CDF may decline an application to open an Account for any reason.

The CDF may, at any time request and you must provide satisfactory proof of, your identity and address in accordance with the CDF's anti-money laundering and countering financing of terrorism obligations.

Certificate

On receipt of the first cleared payment, the CDF will send the Accountholder a debt instrument certificate in the Accountholder's name showing the Account opening balance, opening date, Account number, and current interest rate. Accountholders must keep their debt instrument certificate in a safe place and it must be returned to the CDF when the Account is closed.

Returns

The CDF pays Accountholders interest on their deposits. Interest payable is calculated daily from the date the deposit is received. Funeral Savings Accounts accrue interest at the CDF's prevailing interest rate, which is credited to the Account on 31 December each year or on earlier Account closure.

All interest is paid subject to withholding tax, unless the CDF has a current withholding tax exemption certificate from the Accountholder. The CDF deducts withholding tax from the amount payable to the Accountholder on 31 March each year or on earlier Account closure.

Interest rates are subject to change at any time without notice. The CDF may in its absolute discretion change interest rates as it sees fit. Interest rates paid on Funeral Savings Accounts may change at any time without notice.

The CDF pays interest by crediting it to the Accountholder's Account, unless the Accountholder instructs otherwise.

The CDF remits withholding tax to Inland Revenue and sends a withholding tax certificate to the Accountholder in accordance with its legal obligations.

Additional Contributions

Accountholders may contribute to their Account in lump sums or automatic bank payments. Contributions to Accounts must be made by direct credit. The CDF does not accept cash.

Accountholders are not required to make additional contributions. There is no restriction on an Accountholder's additional contributions.

There is no minimum or maximum deposit amount for Funeral Savings Accounts.

No Obligation (Cooling-off) Period

Accountholders have 30 days from the date of the opening of the Account to cancel their application and close their Account by giving written notice to the CDF. Where notice is given, the CDF will return the Accountholder's funds without interest. An Accountholder is not obligated to give the CDF any reason for cancelling their application or Account.

Payments

Upon the Accountholder's death, the CDF will release the funds in the Account to the person or persons named in the application form and in accordance with the application form. The CDF will not release funds until the Accountholder's personal representative(s) provides the CDF with a certified copy of the Accountholder's death certificate.

Withdrawals and Closure

All withdrawals are subject to the CDF's approval in accordance with its legal obligations.

Accountholders can close and withdraw funds from a Funeral Savings Account before the Accountholder's death only by agreement with the CDF in the following circumstances:

- (a) Accountholder Financial Hardship: the Accountholder must provide satisfactory proof of their financial hardship from one of the following:
 - (i) A representative from Work and Income New Zealand.
 - (ii) A lawyer or chartered accountant.
 - (iii) A bank manager.
 - (iv) A recognised budget or financial adviser.
 - (v) Any other person the CDF considers appropriate.
- (b) Accountholder Residing Overseas: the Accountholder must provide satisfactory proof that:
 - (i) the Accountholder has resided outside of New Zealand for a continuous period of at least 240 days; or
 - (ii) the Accountholder intends to reside overseas permanently.
- (c) Exceptional Circumstances: the CDF in its sole discretion may allow funds to be withdrawn in any other circumstances it considers justify early withdrawal.

The CDF may close an Account and remit the funds to the Accountholder if it believes it has reasonable grounds to do so under these Terms and Conditions or otherwise. The CDF may