

Gilrose Finance Company Limited (Gilrose) - Repayment Waiver

If you suffer from total disablement or a serious illness, are made redundant or die during the term of your credit contract with Gilrose (Contract), then you will not need to make certain payments under the Contract (which are waived).

This waiver is provided in exchange for the payment of a waiver fee of \$ [insert amount] (plus GST if any).

This waiver is subject to the following Terms. **Note** the conditions and exclusions that apply.

1. EVENTS COVERED BY THIS WAIVER

1.1 The only events to which this waiver applies are as follows:

- (a) **Total disablement** - An accident causing total physical disablement for not less than 7 consecutive days in New Zealand or overseas provided that the overseas trip does not exceed 30 days in duration;
- (b) **Serious illness** - Any illness which shall independently of any other cause be the sole and direct cause of total disablement which prevents you from engaging in your usual business or occupation for a period of not less than 7 consecutive days;
- (c) **Redundancy** - Officially notified redundancy from full time employment provided that you have been in permanent employment for at least 12 consecutive months prior to the notified redundancy;
- (d) **Death** - Your death.

2. PAYMENTS WAIVED

2.1 The payments waived are as follows:

- (a) **Total disablement** - Any instalments payable whilst certified unfit for work;
- (b) **Serious illness** - Any instalments payable for the period of such total disablement;
- (c) **Redundancy** - Any instalments payable during the period of unemployment commencing 31 days following redundancy and terminating 121 days following redundancy;
- (d) **Death** - The outstanding debt payable at the time a death certificate is produced.

3. CONDITIONS

3.1 The benefit of this waiver is conditional on:

- (a) You undergoing all medical examinations required by Gilrose including post mortems at its expense;
- (b) Waiver of instalment payments as a result of total disablement or serious illness ceasing immediately on a duly qualified medical practitioner declaring that you are fit to resume your normal business or occupation regardless of whether or not the position previously held by you is still available to you;
- (c) Accidental death shall not in any way be presumed by your disappearance, unless there has been a total loss of the ship or aircraft in which you were travelling;
- (d) You take all precautions, which can reasonably be expected in the circumstances, to prevent the occurrence of an event covered by this waiver;
- (e) There being no arrears under the Contract at the date of this waiver.

4. EXCLUSIONS

4.1 No payments are waived for the following occurrences or any conditions arising from such occurrences:

- (a) Any illness or physical defect existing at or prior to the date of this waiver or manifesting itself within 28 days of such date including, without limitation, any illness or condition for which you have received treatment in the prior 6 months;
- (b) Parachuting, paragliding, hang-gliding, racing on horseback or wheels, bungee-jumping, underwater activities involving oxygen breathing apparatus or any professional sporting activity;
- (c) Suicide, attempted suicide, intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life);
- (d) Aerial activity except as a passenger in a fixed wing aircraft owned and operated by a licensed airline;
- (e) Under the influence of intoxicating liquor or drugs;
- (f) Venereal disease, pregnancy, childbirth, menopause or human immunodeficiency virus (HIV);
- (g) War (including civil war) whether declared or not, invasion, contamination by ionizing radiation or radioactivity from nuclear fuel.

5. CANCELLATION AND REBATE

5.1 Please note that no refunds of the waiver fee will be payable if a payment is waived under this waiver or on expiry of your Contract. If all amounts owing and obligations outstanding under your Contract are totally repaid and satisfied or payments waived under this waiver, then Gilrose has the undisputed right to cancel this waiver without prior notice to you.

5.2 Should the debt be repaid prior to the expiry of the term of the Contract (by refinancing or otherwise) a rebate will be provided. Should this occur Gilrose will provide a partial refund of the waiver fee to you. The refund will be calculated using the following formula: $\text{Rebate} = (P \times S \times (S + 1)) / (T \times (T + 1))$ where P is the amount of the waiver fee, S is the number of whole months in the unexpired portion of the period for which the waiver was agreed to be provided, and T is the number of whole months for which the waiver was agreed to be provided.