



# Direct Debit Request Service Agreement

## DEFINITIONS

**Account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**Agreement** means this Direct Debit Request Service Agreement between you and us, including the Direct Debit Request.

**Business day** means a day other than a Saturday or a Sunday or a listed public holiday.

**Debit day** means the day that payment is due under your SGIC Health Insurance product.

**Debit payment** means a particular transaction where a debit is made, according to your Direct Debit Request.

**Direct Debit request** means the Direct Debit Request between us and you.

**us and we and our** means MBF Alliances Pty Ltd ABN 89 075 799 236, the company you have authorised to debit your account.

**you** means the customer(s) who signed the Direct Debit Request.

**your financial institution** is the financial institution where you hold the account that you have authorised us to arrange to debit.

### 1 Debiting your account

- 1.1 By signing a Direct Debit Request, you have authorised us to arrange for funds to be debited from your account according to the agreement we have with you.
- 1.2 We will only arrange for funds to be debited from your account;
  - as authorised in the Direct Debit Request; and/or
  - according to any notice sent to you by us, specifying the amount payable for a product and the date the payment is due.
- 1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following or previous business day. If you are unsure about which day your account has or will be debited, please check with your financial institution.

### 2 Changes by us

- 2.1 We may vary any details in this agreement or a Direct Debit Request at any time by giving you at least 14 days written notice.

### 3 Changes by you

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a Direct Debit Request by contacting us on 133 234.
- 3.2 If you wish to stop or defer a debit payment you must write to us at least seven business days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us 14 business days notice in writing before the next debit day. This notice should be given to us in the first instance.

### 4 Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made.
- 4.2 If there are insufficient clear funds available in your account to meet a debit payment:
  - you or your account may be charged a fee and/or interest by your financial institution;
  - you or your account may be charged a fee to reimburse us for charges we have incurred for the failed transaction;
  - you must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account within the next seven days or another time we agree with you so that we can process the debit payment.
- 4.3 Please check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If we are liable to pay goods and services tax ('GST') on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the GST included in the consideration payable for the supply.

### 5 Dispute

- 5.1 If you believe that there has been an error in debiting your account you should call us on 133 234 and confirm the details in writing with us as soon as possible so that we can resolve your query quickly.
- 5.2 If our investigations show that your account has been incorrectly debited we will arrange for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If our investigations show that your account has not been incorrectly debited we will respond to your query by providing you with reasons and copies of any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

### 6 Accounts

- 6.1 You should check:
  - with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
  - your account details which you have provided to us are correct by checking them against a recent account statement; and
  - with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.
- 6.2 Warning: if the account number you have quoted is incorrect, you may be charged a fee to reimburse our costs in correcting any deductions from:
  - an account you do not have authority to operate; or
  - an account you do not own.

### 7 Confidentiality

- 7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
  - to the extent specifically permitted by law; or
  - for the purposes of this agreement (including disclosing information in connection with any query, dispute or claim).

### 8 Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should contact us on 133 234 for the correct mailing address.
- 8.2 We will notify you by sending a notice in the ordinary post to the last address you notified to us.
- 8.3 Any notice will be deemed to have been received two business days after it is posted.