



# Direct Debit Request Service Agreement

This is your Direct Debit Request Service Agreement with AIA Australia Limited (APCA ID 005340, ABN 79 004 837 861, AFSL 230043). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

## 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.

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

**Debit day** means the day that payment by you to us is due.

**Debit payment** means a particular transaction where a debit is made.

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

**Us or we** means AIA Australia – Direct Debit User ID 005340, the Debit User you have authorised by requesting a DDR.

**You** means the customer who has signed or authorised by other means the DDR.

**Your financial institution** means the financial institution nominated by you on the DDR at which the account is maintained.

## 1. Debiting your account

- 1.1 By signing a DDR or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the DDR and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the DDR, or we will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the DDR, a billing advice which specifies the amount payable by you to us and when it is due. We will do this except where we have agreed to a temporary variation in accordance with your instructions under Clause 3 of this agreement, or where a credit tribunal or other legal tribunal has instructed us to vary the arrangement.
- 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 business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## 2. Amendments by us

- 2.1 We may vary any details of this agreement or a DDR at any time by giving you at least 14 days written notice.
- 2.2 We reserve the right to cancel this agreement if the first debit from your account is returned unpaid or two or more debit attempts are returned unpaid by your financial institution.

## 3. Amendments by you

You may change\*, stop or defer a debit payment, or terminate this agreement by providing us with at least 14 days notification by contacting us in writing to AIA Australia PO Box 320 Silverwater NSW 2128 or by phone on 13 1056 between 8 am and 6 pm (AEST/AEDT), Monday to Friday, excluding public holidays. You can also arrange any change through your financial institution, which is required to act promptly on your instructions.

\*In relation to the reference to 'change', your financial institution may change your debit payment only to the extent of advising us of your new account details.

## 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 in accordance with the DDR and this agreement.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
  - a) you may be charged a fee and/or interest by your financial institution
  - b) you may also incur fees or charges imposed or incurred by us, and
  - c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

## 5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 13 1056 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.
- 5.2 If as a result of our investigations, we conclude that your account has been incorrectly debited we will respond to your query by arranging 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 as a result of our investigations, we conclude that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance and, if we are unable to resolve the matter, you can refer such queries 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 Before completing the DDR you should check with your financial institution to confirm that direct debiting is available from your account.
- 6.2 You should confirm that the account details you provide to us are correct by checking them against a recent account statement.
- 6.3 If you have any questions about how to complete the DDR, you should contact your financial institution.

## **7. Confidentiality**

- 7.1 Subject to Clause 7.2, we will keep any information (including your account details) collected as part of your DDR 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 about you that we have collected as part of your DDR:
  - a) to the extent specifically required or permitted by law or under our Privacy Policy or procedures, or
  - b) for the purposes of this agreement, including disclosing information in connection with any query or claim.

## **8. Notice**

- 8.1 If you wish to notify us about anything relating to this agreement, you can write to us at AIA Australia PO Box 320 Silverwater NSW 2128.
- 8.2 We will notify you by sending a notice in the ordinary post or via email to the address you have given us in the DDR.
- 8.3 Any notice will be deemed to have been received on the third business day after posting