



Direct Debit Request Service Agreement

This is *your* Direct Debit Request Service Agreement with AIA Australia Limited (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 means the Direct Debit Request between *us* and *you*.

us or **we** means AIA Australia Limited (ABN 79 004 837 861), Direct Debit User ID 000142 (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has signed or authorised by other means the *Direct Debit Request*.

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 *Direct Debit Request* 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 *Direct Debit Request* 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 *Direct Debit Request*.

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 *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

Except where:

We have agreed to a temporary variation in accordance with *your* instructions under clause 3 of this *agreement*; or
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 *Direct Debit Request* 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*

3.1 *You* may change*, stop or defer a *debit payment*, or terminate this *agreement* by providing *us* with at least 14 days notification by writing to:

Policy Services Department,
AIA Australia, PO Box 6111,
Melbourne VIC 3004

or

by telephoning *us* on 1800 333 613 during business hours;

or

arranging it through *your financial institution*, which is required to act promptly on *your* instructions.

*Note: in relation to the above reference to 'change', *your financial institution* may 'change' *your debit payment* only to the extent of advising *us* *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 *Direct Debit Request* and this *agreement*.

4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:

- you* may be charged a fee and/or interest by *your financial institution*;
- you* may also incur fees or charges imposed or incurred by *us*; and
- 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 1800 333 613 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 *we* conclude as a result of our investigations 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 *we* conclude as a result of our investigations 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

You should check:

- (a) 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.
- (b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

7. Confidentiality

- 7.1 Subject to clause 7.2, we will keep any information (including *your account* details) collected as part of 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 about *you* that we have collected as part of your *Direct Debit Request*:
 - (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* in writing about anything relating to this *agreement*, *you* should write to
Policy Services Department,
AIA Australia,
PO Box 6111,
Melbourne VIC 3004.
- 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 *Direct Debit Request*.
- 8.3 Any notice will be deemed to have been received on the third *business day* after posting.

