

Direct Debit Request Service Agreement



By signing a direct debit request, you have authorised us to arrange for funds to be debited from your bank account for payment of the applicable premium for your ClearView policy. You should refer to the direct debit request and this Direct Debit Request Service Agreement set out below for the terms of the arrangement between us and you.

Definitions used in this agreement

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.

BECS means Bulk Electronic Clearing System as managed by the Australian Payments Clearing Association Ltd.

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, ClearView Life Assurance Limited ABN 12 000 021 581 who you have authorised by signing a direct debit request.

You means the customer 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.

Debiting your account

By signing a direct debit request, 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.

We will only arrange for funds to be debited from your account as authorised in the direct debit request.

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.

Changes by us

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.

Changes by you

Subject to anything referred to under this 'Changes by you' section, you may change the arrangements under a direct debit request (which may include requesting deferment or alteration of the request) by writing to us in accordance with the 'Notice' section of this agreement.

You may change or cancel your authority or your direct debit request (and may stop any debit payment before it occurs) by writing to us in accordance with the 'Notice' section of this agreement.

If you cancel your authority or your direct debit request, you must make alternative arrangements with us to ensure your premiums are paid. Non-payment of premiums will result in your policy lapsing.

You should direct all request for such stops or cancellations to us in the first instance rather than to your financial institution.

Your authority and direct debit request will be cancelled if:

- you cancel your ClearView policy; or
- your policy lapses.

Your obligations

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.

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 costs imposed or incurred by us (provided that we have given you notice of any fees or costs imposed by us);
- 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; and
- the settlement of an investment transaction may be delayed.

You should check your account statement to verify that the amounts debited from your account are correct.

If ClearView Life Assurance Limited is liable to pay goods and services tax ('GST') on a supply made in connection with this agreement, then you agree to pay ClearView Life Assurance Limited on demand an amount equal to the consideration payable for the supply, multiplied by the prevailing GST rate.

Dispute

If you believe that there has been an error in debiting your account, you should notify us on **132 979** and confirm that notice in writing with us as soon as possible so that we can resolve your query.

If we conclude as a result of our investigations 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.

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.

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.

Accounts

You should check:

- with your financial institution whether direct debiting is available from your account as direct debiting through Bulk Electronic Clearing System (BECS) 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.

Confidentiality

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. We will comply with any relevant privacy laws.

Subject to relevant privacy laws, we will only disclose information that we have about you:

- to the extent specifically required by law
- for the purposes of this agreement (including disclosing information in connection with any query or claim), or
- to your financial institution if your financial institution requires such information in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

Notice

If you wish to notify us in writing about anything relating to this agreement, you should write to:

ClearView
GPO Box 4232
Sydney NSW 2001

We will notify you by sending a notice in the ordinary post to the address you have nominated. Any notice will be deemed to have been received two business days after it is posted.