

# Direct Debit Agreement

This Agreement is to be read in conjunction with your Policy.

Words that have a special meaning in this agreement:

<b>Account</b>	Means the account from which we are authorised to arrange for funds to be debited.
<b>Agreement</b>	Means this direct debit request agreement between you and us.
<b>Banking day</b>	Means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
<b>Debit payment</b>	Means a particular transaction where a debit is made.
<b>Direct debit request</b>	Means the authority and request given by you to us to debit the debit payments from your account.
<b>Financial institution</b>	Means the financial institution nominated by you in your direct debit request.
<b>Us or We</b>	Means UbiCar Insurance Pty Ltd (ABN 83 601 223 858).
<b>You or Your</b>	Means the customer who has authorised the direct debit request.

## 1. Debiting your account

- 1.1** 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 your Policy 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 if we have sent a policy account which specifies the amount payable by you to us and when it is due.
- 1.3** If the debit payment falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking 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 ten days written notice.

## 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 7 days notification.

## **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.
- 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; and
  - (b)** 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** Where any debit payment is dishonoured, or an additional amount is due as a result of an amendment to your policy, you authorise us to debit to the account:
- (a)** any outstanding amounts and the next debit payment on or about the next debit payment due date; or
  - (b)** any outstanding amounts at any time
- 4.4** You should check your account statement to verify that the amounts debited from your account are correct
- 4.5** You must advise us if your account is transferred, closed, cancelled or expires.

## **5. Dispute**

- 5.1** If you believe that there has been an error in debiting your account, you should notify us. Alternatively, you can take it up directly with your financial institution.

## **6. Confidentiality**

- 6.1** 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.
- 6.2** We will only disclose information that we have about you:
- (a)** to the extent specifically required by law; or
  - (b)** for the purposes of this agreement (including disclosing information in connection with any query or claim).