

# Direct Debit Request Service Agreement

## 1. 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.

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

**us or we** means IMAN Australian Health Plans Pty. Ltd.

**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.

## 2. Changes 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 fourteen (14) days' written notice.

## 3. Changes by you

**3.1** Subject to 3.2 and 3.3, you may change the arrangement under a *direct debit request* by contacting *us* on 02 8437 2888.

**3.2** If *you* wish to stop or defer a *debit payment* you must notify *us* in writing at least *fourteen (14) 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* *fourteen (14) 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 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*;

(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 02 8437 2888 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.

**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 been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and 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

### 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** 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*:

- (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).

## 8. Notice

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

**IMAN Australian Health Plans Pty. Ltd. PO Box 570, Crows Nest, NSW, 2065.**

**8.2** We will notify *you* by sending a notice in the ordinary post to the address *you* have given us in the *direct debit request*.

**8.3** Any notice will be deemed to have been received two *business days* after it is posted.