

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Request Service Agreement with PetSure (Australia) Pty Ltd (User ID 647811) & ABN 95 075 949 923. It explains what your rights and obligations are when undertaking a Direct Debit arrangement with us. It also details what our rights and obligations are to you as your Direct Debit provider.

Please keep a copy of 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, including the DDR.
- **business day and banking day** means a day other than a Saturday or a Sunday or a listed Australian public holiday.
- **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 written, verbal or online request between us and you to debit funds from your account.
- **sole authority** means you have the ability to transact on the nominated bank account without the joint approval of another account holder.
- **us** or **we** means PetSure (Australia) Pty Ltd (User ID 647811), (the Debit User) you have authorised by requesting a DDR.
- **you** means the person(s) who has authorised the Direct Debit Request.
- **your financial institution** means the financial institution where you hold the account that you have authorised us to debit.

## **1. Debiting your account**

- 1.1. By submitting a DDR, you have authorised us to arrange for funds to be debited from your account. The DDR and this agreement set out 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; and/or
  - any billing advice sent to you by us, which specifies the amount payable by you to us and when it is due.
- 1.3. If the debit day 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**

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 sent to the preferred email or address you have given us in the Direct Debit Request.

## **3. How to cancel or change direct debits**

- 3.1. You can:
  - (a) cancel or suspend the DDR; or
  - (b) change, stop or defer an individual debit payment at any time by giving at least 14 calendar days' notice.To do so, contact us at 1300 10 1234 during business hours.
- 3.2. You can also contact your own financial institution to stop or cancel such payment.

## **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.
- 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) we'll notify you of this and automatically retry for the outstanding amount within 14 calendar days. Should this second attempt fail, we'll try again after 14 calendar days and, depending on your payment frequency, we'll deduct either the outstanding amount of your debit payment, or the outstanding amount of your debit payment together with your regular debit payment instalment; and
  - (c) you must arrange for sufficient clear funds to be in your account so that we can process the debit payment or arrange for the debit payment to be made by another method.
- 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 1300 10 1234. Alternatively, you can contact your financial institution for assistance.
- 5.2. If our investigations demonstrate that your account has been incorrectly debited, we will respond to your query by arranging within a reasonable period 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 our investigations demonstrate 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.

## 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 DDR if you have any queries about how to complete the DDR.

## 7. Confidentiality

- 7.1. We will keep any information (including your account details) in 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 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 [info@petsure.com.au](mailto:info@petsure.com.au).
- 8.2. We will notify you by sending a notice to the preferred address or email you have given us in the DDR. Any notice will be deemed to have been received on the second banking day after sending.