

Direct Debit Request (DDR) Service Agreement



ING Pet Insurance

Issued 2 February 2023

If you elect to make a Payment to AGIC by direct debit from your Account through the Bulk Electronic Clearing System, then the following terms and conditions of this DDR Service Agreement, your DDR and the Payment Plan apply.

We have included with this DDR Service Agreement (or, if you completed your DDR on-line, we will forward to you) a copy of the Payment Plan. The Payment Plan sets out details of your direct debit arrangements and DDR. Please let us know in writing to our Address if any details in the Payment Plan are incorrect.

Please note that, while preferred contact methods are specified under nominated conditions in the DDR Service Agreement, you can contact us at any time by phone, email, online chat, or in writing to our Address to discuss any concerns about your DDR Service Agreement.

Our commitment to you

1. Drawing Arrangements:

You have authorised us to debit the Payment from your Account in accordance with your DDR. We will comply with your DDR when debiting any Payments. Where the debit day for a Payment falls on a non-Business Day in the place of lodgement, we will draw the Payment on the next Business day. If you are uncertain about when a Payment will be due, you should contact your Financial Institution. We will not change the amount or frequency of a Payment or the terms of this DDR Service Agreement unless we give you at least 14 days' written notice.

We will notify you by sending a notice by the communication method you have nominated to us in the DDR. Any notice sent by ordinary post will be deemed to have been received on the seventh Business Day after having been posted. Any email notice is deemed to be received 2 hours after the time sent, unless we receive an automated message that the email has not been delivered.

We may cancel or suspend the DDR Service Agreement if you provide us with any incorrect Account details, a Payment is dishonoured or you stop a Payment.

2. Your Rights:

You may stop any Payment or cancel the DDR Service Agreement at any time by notifying us by phone, sending a written notice directly to us to our Address or by notifying your Financial Institution. Notice given to us should be received by us at least 7 Business Days prior to the due date for a Payment which you wish to stop.

Your commitment to us

1. Your Responsibilities:

It is your responsibility to ensure that sufficient funds are available in your Account to meet a Payment on its due date. If there are insufficient funds in your Account to make a Payment and your Financial Institution dishonours the Payment:

- we may attempt to re-process the Payment;
- you must arrange with us a suitable alternate payment method or arrange for sufficient cleared funds in your account by an agreed time so that we can re-process the Payment, and;
- you may be charged a fee and/or interest by your Financial Institution.

You should check your Account regularly to ensure that the correct amounts have been debited from your Account in accordance with the DDR. It is your responsibility to ensure that the authorisation given to draw on your Account is identical to the account signing instruction held by your Financial Institution. It is your responsibility to advise us, by phone or in writing to our Address, if your Account is transferred or closed. It is also your responsibility to arrange with us a suitable alternate payment method if you wish to stop a Payment or cancel your DDR.

2. Your Account:

Direct debiting through the Bulk Electronic Clearing System may not be available on all accounts including your Account. You should check the details of your Account (as set out in the Payment Plan) against a recent statement from your Financial Institution. If you are uncertain about whether direct debiting is available on your Account or what your Account details are, you should check with your Financial Institution before completing the DDR.



3. Your Indemnity:

You agree to indemnify us for any loss or expense we suffer which arises from or in connection with you giving us incorrect or false information in the DDR. This indemnity will survive termination of the DDR Service Agreement.

Dispute Resolution

Where you consider that a Payment has been incorrectly processed and you wish to dispute a Payment you should take the matter up directly with us, (AGIC, ABN 42 111 586 353, User ID 610095) notifying us by phone and then following up in writing or in writing to our address. Alternatively, you may also dispute a Payment directly with your Financial Institution.

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 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 in writing. If you are not happy with our decision, you may refer the dispute to your Financial Institution.

Privacy

We will keep all information pertaining to your Account and your DDR private and confidential in accordance with our Privacy Policy (which can be obtained by contacting us) and we will use or disclose information as specifically required by law or to comply with our obligations under this DDR Service Agreement. Our financial institution may require information pertaining to your Account and your DDR if there is a claim made on it relating to an alleged incorrect or wrongful debit.

There are risks associated with providing DDR information on-line and you are responsible for keeping that information safe and confidential along with any related security devices or measures.

Definitions

"Account" means your account (held with the Financial Institution) that you have nominated and advised to us in the DDR.

"Address" means PO Box 342, Toowong, Qld 4066.

"AGIC" means Auto & General Insurance Company Ltd ABN 42 111 586 353 with User ID 610095.

"Business Day" means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

"DDR" means the direct debit request authorised and requested by you to AGIC to make a Payment by direct debit from your Account.

"DDR Service Agreement" means this direct debit request service agreement between you and us.

"Financial Institution" means the financial institution with which your Account is held.

"Payment Plan" means the AGIC Payment Plan setting out certain details of your DDR.

"Payment" means a direct debit payment made by you to AGIC either in accordance with your DDR or for any future fees and premiums owed to AGIC.

"you" means the person who authorised and requested the DDR.

"we or us or our" means or refers to AGIC who you have authorised by requesting a DDR.

