

Direct Debit Request Service Agreement



This is your Direct Debit Service Agreement with MEDICAL DEFENCE ASSOCIATION OF SOUTH AUSTRALIA LIMITED, APCA ID: 498384, ABN: 41 007 547 588.

It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our 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 and should be read in conjunction with your Direct Debit Request authorisation.

Important Note: Your membership and insurance with MIGA will be cancelled if any instalment payment remains unpaid for one month or more and this Direct Debit Service Agreement will be cancelled if there are two consecutive defaults of instalment payments.

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*.
- **banking 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 MEDICAL DEFENCE ASSOCIATION OF SOUTH AUSTRALIA LIMITED, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.
- **you** means the client who has signed or authorised by other means the *Direct Debit Request*.
- **your financial institution** means the financial institution nominated by *you* on the Direct Debit Request at which the *account* is maintained.

Debiting your account

- By signing a *Direct Debit Request* or 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 the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.
- *Your account* will be debited on the 24th day of the month. 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*.
- If *you* elect to pay by monthly instalments, the first instalment payment will be due on the 24th day of the month prior to the start of your policy period.

Amendments 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.

Amendments by you

You may change*, stop or defer a debit payment, or terminate (cancel) this *agreement* at any time by providing *us* with at least **7 days** notification:

- by telephoning *us* on 1800 777 156 during business hours; **or**
- by writing to *us* Level 14, 70 Franklin St, Adelaide, SA 5000; **or**
- by filling in an electronic 'Contact Us' found on our website www.miga.com.au **or**
- arranging it through your own financial institution, which is required to act promptly on your instructions.

* Note: in relation to the above reference to 'change', *your financial institution* may change your debit payment only to the extent of advising MEDICAL DEFENCE ASSOCIATION OF SOUTH AUSTRALIA LIMITED of your new account details.

- If *you* do not notify MIGA of a change to your payment details, your insurance cover may be at risk. Please refer to the Policy Wording and/or Combined Financial Services Guide and Product Disclosure Statement for full details.

Notice

- If *you* wish to notify *us* about anything relating to this *agreement*, *you* should: telephone *us* on 1800 777 156 during business hours or fill in an electronic 'Contact Us' found on our website www.miga.com.au. We may send notices either electronically to your email address or by ordinary post to the address *you* have given *us*. Any notice will be deemed to have been received on the third *banking day* after emailing or posting.

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*.
- *You* must tell *us* at least 7 days prior to the *debit day* (the 24th day of month) if *you* know, for whatever reason, that a direct instalment will fail.
- If there are insufficient clear funds in *your account* to meet a *debit payment you*:
 - a) may be charged a fee and/or interest by *your financial institution*;
 - b) may also incur fees or charges imposed or incurred by *us*; and
 - c) 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*.
- *You* should check your *account* statement to verify that the amounts debited from *your account* are correct.

Disputes

- If *you* believe there has been an error in debiting *your account*, *you* should notify *us* directly on 1800 777 156 during business hours and confirm that notice in writing with *us* as soon as possible so that we can resolve your query more quickly. Alternatively *you* can take it up 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 (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 in writing.

Accounts

You should check:

- with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available through BECS 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 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).

If *you* have elected to pay by credit card and it has been validated by our financial institution we will dispose of your details in accordance with the Insurance Contract Act 1984 and the Privacy Act 1998.