

## We're here to help you

Contact our friendly team to discuss your payment options, or any questions you may have about your insurance.

**National Free Call** 1800 777 156 **Facsimile** 1800 839 289 **Email** miga@miga.com.au

### Your Details

Your MIGA Client ID (e.g.000012345)









Your surname or company name

"you"

Your given names or ABN/ARBN

You request and authorise MEDICAL DEFENCE ASSOCIATION OF SOUTH AUSTRALIA LIMITED (APCA ID: 498384) to arrange, through its own financial institution, a debit to your nominated account any amount MEDICAL DEFENCE ASSOCIATION OF SOUTH AUSTRALIA LIMITED has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

### Payment frequency (Please tick one)

Annual Direct Debit

Monthly Instalments

**Only complete this section if paying from a bank account**

### Bank Details (if applicable)

Financial institution name

Name(s) on the account

BSB number (must be six digits)







Account number (maximum nine characters)










Signature

Date

Name

Address

Second account signatory (if required)

Date

Name of second account signatory & position

Address of second account signatory

**By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing debit arrangements between you and MEDICAL DEFENCE ASSOCIATION OF SOUTH AUSTRALIA LIMITED as set out in this Request and in your Direct Debit Request Service Agreement.**

**Only complete this section if paying from a credit card**

### Credit Card Details (if applicable)

Card type

Visa  MasterCard  American Express  Diners Club

Credit card number

















Expiry date





Name on card

Cardholder's signature

Date

# 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*.
- Credit card accounts will be debited on the 24th day of the month. Bank accounts will be debited on the 24th day of the month, however, 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](http://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](http://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.