

Direct Debit Terms and Conditions



All direct debits are subject to the terms and conditions below. The **Initiator** is The Hollard Insurance Company Pty Ltd: 0130493 and the **Acceptor** is the Customer's bank (**Bank**).

1. The Initiator:

Agrees to provide notice to the Acceptor of the commencement date, frequency and amount on or before the same day that the first direct debit is drawn.

In the event of any subsequent change to the frequency or amount of the direct debits, the Initiator has agreed to give advance notice of **at least 28 days** before changes come into effect. This notice will be provided in writing via email.

- a) May, upon the relationship which gave rise to this Instruction being terminated, give notice to the Bank that no further direct debits are to be initiated under the Instruction. Upon receipt of such notice, the Bank may terminate this Instruction as to future payments by notice in writing to the Customer.

2. The Customer may:

- a) At any time, terminate this Instruction as to future payments by giving written notice of termination to the Bank and to SPCA Pet Insurance. Notice given to SPCA Pet Insurance will constitute notice to the Initiator.
- b) Stop payment of any direct debit to be initiated under this Instruction by the Initiator by giving written notice to the Bank prior to the direct debit being paid by the Bank.
- c) Request the Bank to reverse any direct debits initiated by the Initiator under the Instruction by debiting the amount of the direct debits back to the Initiator through the Initiator's bank where the Initiator cannot produce a copy of the Instruction and/or confirmation to the Customer that reasonably demonstrates that the Customer has authorised the Bank to accept direct debits against the Customer's account, provided the request is made not more than nine months from the date when the first direct debit was debited to the Customer's account under the Instruction.

3. The Customer acknowledges that:

- a) This Instruction will remain in full force and effect in respect of all direct debits passed to the Customer's account in good faith notwithstanding the Customer's death, bankruptcy or other revocation of this Instruction until actual notice of such an event is received by the Bank.
- b) In any event, this Instruction is subject to any arrangement now or hereafter existing between the Customer and the Bank in relation to the Customer's account.
- c) Any dispute as to the correctness or validity of an amount debited to the Customer's account shall not be the concern of the Bank except in so far as the direct debit has not been paid in accordance with this Instruction. Any other disputes lie between the Customer and the Initiator.
- d) Where the Bank has used reasonable care and skill in acting in accordance with this Instruction, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information on Bank statements relating to any direct debits; and
 - any variations between notices given by the Initiator and the amounts of direct debits.

- e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly, or for the non-receipt or late receipt of notice by the Customer for any reason whatsoever. In any such situation, the dispute lies between the Customer and the Initiator.
- f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than the Customer is a matter between the Customer and the debtor concerned.

4. The Bank may:

- a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Instruction, cheque or draft properly signed by the Customer and given to or drawn on the Bank.
- b) At any time terminate this Instruction as to future payments by notice in writing to the Customer.
- c) Charge its current fees for this service in force from time to time.