

This document outlines your agreement with the Workers Compensation Nominal Insurer (ABN 83 564 379 108) for the purposes of us:

1. debiting from your Account in accordance with the payment option selected by you in relation to your Policy; and
2. refunding to your Account any premium credits or over-payments in relation to your Policy.

It sets out your rights and responsibilities, our commitment to you and our contact details should you require any further assistance. Please keep a copy of this Agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request.

## Definitions

**Account** means the account held at your Financial Institution from which we are authorised to arrange funds to be credited and/or debited.

**Agreement** means this Direct Debit Service Agreement between you and us, including your Direct Debit Request.

**Business Day** means a day other than Saturday, Sunday or a listed Public Holiday in New South Wales (including NSW Bank Holiday).

**Debit Day** means the day that the 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 requesting the debit of funds from your Account for premiums payable on your policy.

**Electronic Funds Transfer (EFT)** means the direct electronic deposit of funds into your Account.

**Policy** means your workers compensation insurance policy with the Workers Compensation Nominal Insurer.

**Us, We and Our** means the Workers Compensation Nominal Insurer.

**You and Your** means the employer who has authorised the Direct Debit Request.

**Your Financial Institution** is the financial institution nominated by you on the Direct Debit Request where your Account is maintained.

## Debiting your account

By submitting a Direct Debit Request, you have authorised us to arrange for funds to be debited from your Account. The Direct Debit Request and this Agreement set out the terms of this direct debit arrangement between us and you.

This agreement will continue until such time as you advise us to cease the arrangement, as set out in 'Your rights' section of this Agreement.

We will only arrange for funds to be debited from your Account:

- as authorised in the direct debit request; or
- in accordance with a payment notice issued to you.

The amount that may be debited from your Account may vary:

- according to the payment options selected by you; and
- if the premium payable under your Policy has changed in accordance with NSW Workers Compensation laws and regulations.

The first drawing under this agreement will occur on the premium due date, provided your instructions are received 10 Business Days before the due date.

If the Debit Day falls on a day that is not a Business Day, we may direct your Financial Institution to debit your Account on the next Business Day.

## Our commitment to you

- We will give you at least 14 days notice of changes to the amount to be debited from your Account. This notice will state the amount(s) to be debited and the next Debit day.
- We will keep any information (including your details of your Account) in your Direct Debit request confidential and will only disclose information we have about you:
  - to our financial institution to initiate the drawing to your Account;
  - to our financial institution to initiate the Electronic Funds Transfer to your Account;
  - to the extent specifically permitted by law; and
  - for the purposes of this Agreement including disclosing any information
  - in connection with any query, dispute or claim.
- We will make reasonable efforts to keep any information in your Direct Debit Request about you and your Accounts secure and to ensure

that any of our employees or agents who have access to information about you do not make unauthorised use, modifications, reproductions or disclosure of that information.

## Your rights

### Changes to the arrangement

You can:

- Cancel or suspend the Direct Debit Request or terminate this Agreement; or
- Change, stop or defer an individual Debit Payment at any time, by giving at least 14 days notice. To do so, contact us at 13 44 22 (7am to 7pm, on Business Days)

You can also contact Your Financial Institution, which must act promptly on your instructions.

### Your commitment, obligations and responsibilities to us

It is your responsibility to ensure that:

- Your nominated Account can accept Direct Debit Requests, as not all Accounts of all financial institutions are able to accept Direct Debit Requests. Your financial institution can advise if your Account can accept Direct Debit Requests.
- The Account details that you have provided to us are correct. These details can be checked against a recent account statement provided by Your Financial Institution.
- On the Debit Date there are sufficient cleared funds available in your Account to allow for the payments to be debited from your Account in accordance with the Direct Debit Request.
- If there are insufficient cleared funds in your Account then:
  - we may make one further attempt to debit the Debit Payment from your Account;
  - your rights to pay your premium by instalments will be lost and the remaining amount of the premium will become immediately due and payable;
  - any unpaid amounts will be subject to late payment fees;
  - we may charge you the reasonable costs incurred by us on account of there being insufficient funds in your Account on a Debit Day; and
  - Your Financial Institution may also charge you a fee and or interest.
- You advise us if the Account is transferred or closed and how you intend to pay any remaining balance of your premium.

## Disputes

- If you believe that there has been an error in debiting your Account, you should notify us directly on 13 44 22 as soon as possible (7am to 7pm, on Business Days). Alternatively, you can contact Your Financial Institution for assistance.
- 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 (including for any reasonable costs, interest and charges) your Account accordingly within a reasonable period. We will 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.
- If you are not satisfied with our response contact Your Financial Institution who will respond to you with an answer to your request for review:
  - Within 5 business days (for a request lodged within 12 months of the disputed Direct Debit Request); or
  - Within 30 business days (for a request lodged more than 12 months after the disputed Direct Debit Request).

## How to connect with us and notices

If you wish to notify us about anything relating to this Agreement, you should contact us at **13 44 22** (7am to 7pm, on Business Days)

- We will notify you by using the address and method of the communication preference (ie email/post) held in our policy system.
- Any notice will be deemed to have been received 3 Business Days after it has been sent.