

## Direct Debit Request Service Agreement

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between {agent Name} Agent for the NSW WorkCover Scheme [User ID] and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

### Definitions

**Account** means the account held at your financial institution from which we are authorised to arrange funds to be debited.

**Agreement** means this Direct Debit Request Service Agreement between you and us, including the direct debit request.

**Business Day** means a day other than Saturday, Sunday or a listed Public Holiday.

**Debit Day** means the day that the payment is due under your policy or repayment agreement.

**Debit Payment** means a particular transaction where a debit is made, according to your direct debit request.

**Direct Debit Request** means the direct debit request between you and us.

**Instalments Deposit** means the amount specified in the Workers Compensation Regulation 2003 applying to the premium instalment option selected by you.

**Insurance Premiums Order** means the notice published in the Government Gazette applicable to your Workers Compensation Insurance Policy detailing how premiums are to be determined.

**Us, We and Our** means the {agent name} agent for the NSW WorkCover Scheme you have authorised to debit your account.

**You and Your** means the employer who has authorised the Workers Compensation insurance premiums to be deducted from the account.

**Your Financial Institution** is the financial institution where you hold the account that you have authorised us to arrange to debit

### Debiting your account

By signing the Direct Debit Request you have authorized us to arrange for funds to be debited from your account according to this agreement for your workers compensation insurance instalments with us for the policy year shown on the Direct Debit Request. This amount may vary on a month to month basis.

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

- § As authorised in the direct debit request
- § In accordance with a notice sent to you specifying your deposit premium instalment options and your selection of what instalment option you choose to pay your premium.
- § On receipt of your estimated wages for the policy year we will in accordance with the applicable Insurance Premiums Order send you advice of the revised amount that will be debited from your account.

- § If we receive further advice of your estimated wages and activities for the policy year we may send you advice of the revised amount payable for the remainder of the policy year and further vary the amount debited from your account provided that such variations to your workers compensation premiums are permitted by the applicable workers compensation Acts, regulations and notices.
- § At the end of the Policy Year we will also debit your account with any premium adjustments based on your advice of actual wages and activities, in accordance with a notice sent to you of the revised amount of Workers Compensation premium payable for the year less amounts already paid by you including via direct debits from your account.

The first drawing under this Direct Debit arrangement will occur 1 month after the commencement of your policy period.

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 10 business days notice in writing of changes to the amount to be debited to your account. This notice will state the amount(s) to be debited and the next drawing date.
- We will keep any information (including your account details) 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 nominated 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 unauthorized use, modifications, reproductions or disclosure of that information.

#### **Your rights**

##### **Changes to the arrangement**

You may change your account by providing us with a revised Direct Debit Request. Provided this request is received more than 10 days before the next scheduled Debit Day we will debit that account. If it is received less than 10 days before the Debit Day the request will be applicable from the following Debit Day.

If you wish to stop a Debit Payment you must write to us more than 10 days before the next scheduled Debit Day. If you do not pay the amount of this stopped payment to us by the Debit Day then your ability to pay your premium by instalments will be forfeited and the remaining amount of your premium will become due. Any unpaid amounts will be subject to Late Payment fees of 1.074% per month compounded monthly.

You may also cancel your authority for us to debit your account at any time. However, if you do not pay the monthly instalments under your policy by the due date then your ability to pay your premium by instalments will be forfeited and the remaining amount of your premium will become due. Any unpaid amounts will be subject to Late Payment fees of 1.074% per month compounded monthly.

## Your commitment, obligations and responsibilities to us

It is your responsibility to ensure that:

- Your nominated account can accept direct debits, as not all accounts of all financial institutions are able to accept direct debits. (Your financial institution can advise if your account can accept direct debits.)
- Your account details that you have provided to us are correct. These details can be checked against a recent account statement. If you have any queries on how to complete the Direct Debit Request Form please see your financial institution. Errors on the form may cause the debit payment to fail and your rights to pay your premium by instalments will be lost and the remaining amount of the premium will become due. Any unpaid amounts will be subject to Late Payment fees of 1.074% per month compounded monthly.
- On the drawing date there is sufficient cleared funds in your account to allow the debit payment to be made. If there are insufficient clear funds in your account then:
  - Your rights to pay your premium by instalments will be lost and the remaining amount of the premium will become due. Any unpaid amounts will be subject to Late Payment fees of 1.074% per month compounded monthly.
  - You will be charged a fee to reimburse us for the charges we have incurred for the failed transaction
  - Your financial institution may also charge you a fee and or interest.
- You advise us if the nominated account is transferred or closed and advise us of how you intend to pay the remaining balance of your workers compensation premium.

## Disputes

- If you believe that there has been an error in debiting your account, you should contact us and confirm the details in writing with us as soon as possible so that we can resolve your concerns promptly. Our contact details are shown at the end of this agreement.  
*Note: Your financial institution will ask you to contact us to resolve your disputed direct deposit prior to them commencing to investigate your claim.*
- If our investigations show that your account has been correctly debited, we will provide you with reasons for our view and provide you with copies of evidence supporting this finding.
- You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.
- If you are not satisfied with our response contact your financial institution who will respond to you with an answer to your claim:
  - Within 5 business days (for claims lodged within 12 months of the disputed direct debit); or
  - Within 30 business days (for claims lodged more than 12 months after the disputed direct debit).

## Enquiries and Notices

If you have any questions regarding this agreement you should contact us on {insert agent tel., fax, postal or email details as appropriate}. Please include your policy number in all correspondence.

We will notify you of all changes we make to the debit payment by sending you a notice in the ordinary post to your address held in our policy system. Any notice sent will be deemed to have been received 3 business days after it has been posted.