

Direct Debit Request Service Agreement (DDR-SA)

Please copy this DDR-SA and keep for your records.

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 or bank holiday listed throughout Australia.

debit day means the day that payment by *you* is due to *us*.

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 rt health fund *you* have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit *your* contributions from.

Terms and conditions

1 Debiting

1.1 By signing a *direct debit request*, *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*.

1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.

Or

We will only arrange for funds to be debited from *your account* if we have sent to the address nominated by *you* in the *direct debit request*, a billing advice that specifies the amount payable by *you* to *us* and when it is due.

1.3 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*.

2 Changes by us

2.1 We may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least twenty-one (21) days written notice.

3 Changes by you

3.1 You may change, stop or defer a *debit payment*, or terminate this *agreement* by providing us with at least twenty-one (21) days notification in writing to: rt health fund, PO Box 545, Strawberry Hills 2012, or arranging it through *your own financial institution*.

4 Your obligations

4.1 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*.

4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:

- (a) *you* may be charged a fee and/or interest by *your financial institution*;
- (b) *you* may also incur fees or charges imposed or incurred by *us*; and

(c) *you* 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*.

4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct

4.4 If railway & transport health fund ltd abn 93 087 648 744 ("rt health fund") is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay rt health fund on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5 Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 1300 886 123 and confirm that notice in writing with *us* as soon as possible so that we can resolve *your* query more quickly.

5.2 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.

5.3 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.

5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that we can attempt to resolve the matter between *you* and *us*. If we cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on your behalf.

6 Accounts

You should check:

(a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.

(b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and

(c) with *your financial institution* before completing the direct debit request if *you* have any queries about how to complete the *direct debit request*.

7 Confidentiality

7.1 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.

7.2 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).

8 Notice

8.1 If you wish to notify *us* in writing about anything relating to this agreement, *you* should write to: CEO, rt health fund, PO Box 545, Strawberry Hills 2012.

8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.

8.3 Any notice will be deemed to have been received two *banking days* after it is posted