

DIRECT DEBIT REQUEST

TOWER Australia Limited ABN 70 050 109 450

By filling out this Form, you will be deemed to have agreed to the terms and conditions appearing on page 3 of this form. This Form and those terms and conditions will be deemed to be the Direct Debit Request Service Agreement between you and TOWER Australia Limited (TOWER) for the purposes of the Direct Debit System.

Please fill out this Form in capital letters using a black or blue pen.

01	YOUR DETAILS															
	TOWER POLICY/MEMBER NO.															
	PERSONAL DETAILS			Surname												
				Given Names			Date of Birth			/ /						
	ADDRESS			Unit No.		Street No.		Street Name								
				Suburb			State			Postcode						
	TELEPHONE			Home			Work			Mobile						
02	ACCOUNT DETAILS															
	Please fill in the following information about the account from which you wish direct debit payments to be drawn. Please note direct debit may not be available with all banks. If in doubt, refer to your bank.															
	NAME OF BANK						BRANCH									
	BSB NUMBER								ACCOUNT NUMBER							
	NAME OF ACCOUNT HOLDER(S)															
03	AUTHORISATION															
	I/We request and authorise TOWER Australia Limited ABN 70 050 109 450 (Direct Debit System User Identification Number 245397 until further notice in writing from me/us, to instruct the Bank (details of which appear in 2 above) to debit my/our account (details of which appear above), with all amounts payable by me/us periodically under the policy/policies (described in 1 above) on the day on which each payment is due through the Direct Debit System.															
	I/We understand and acknowledge: <ul style="list-style-type: none"> the terms and conditions attached with this Form relating to the Direct Debit System, and agree that this Direct Debit Request and those terms and conditions will be deemed to be the Direct Debit Request Agreement between me/us and TOWER for the purposes of the Direct Debit System; that TOWER may, in its absolute discretion, by notice in writing to me/us of no less than 14 calendar days: <ol style="list-style-type: none"> terminate this Direct Debit Request as to future debits; or vary the amount or frequency of future debits. 															
SIGNATURE OF APPLICANT																
(If a company, signature must be of authorised signatory/signatories) ✕																
DATE / /																

04 PRIVACY

Personal and sensitive information is collected from you to enable TOWER to provide the product or service you request. Without this information, TOWER cannot provide this product or service. Your personal information may be disclosed to TOWER and any relevant bodies corporate including the following third parties, where necessary: health professionals; your (or your employer's, if relevant) Financial Adviser or Financial Planner; other companies within the TOWER Group; organisations to whom we outsource our mailing, administration and information technologies; the Insurance Reference Service; investigators; the Trustee (if relevant); the administrator of the product or Fund; reinsurers; government regulatory bodies; lawyers; accountants. By signing this Form you consent to TOWER and these organisations collecting your personal and sensitive information. In accordance with Privacy legislation, you can also obtain access to your information.

05 CONTACT DETAILS

Please keep a copy of this Form for your records and complete and return the signed originals to the Reply Paid address below. If you have any questions or an enquiry regarding this request, please contact your Financial Adviser or one of our Customer Service Consultants:

 Freecall 1800 226 364

 TOWER Customer Service Centre
Reply Paid 142
Milsons Point NSW 1565

 customerservice@toweraustralia.com.au

 www.toweraustralia.com.au

The Direct Debit System

TOWER is a Debit User under the Direct Debit System and has entered into a Debit User Agreement with certain banks. Under each such agreement, the bank has agreed to sponsor TOWER in relation to, and to facilitate, the involvement of TOWER in an electronic payments clearing system for the purposes of direct debit drawings provided you, the customer, have authorised TOWER to do so under the Direct Debit Request.

Your authority to TOWER

You acknowledge that by signing the Direct Debit Request, you have requested, authorised and given your consent to TOWER to issue instructions to the Bank to debit your Account.

TOWER will not be obliged to issue instructions to effect a direct debit drawing if the information on the Direct Debit Request is incomplete and/or inaccurate.

All your instructions in relation to the Direct Debit Request must be given to TOWER itself and not to the Bank.

Direct Debit Request Service Agreement

You acknowledge and agree that by signing the Direct Debit Request:

- you have agreed to these terms and conditions; and
- that the signed Direct Debit Request and these terms and conditions will together form the Direct Debit Request Service Agreement.

Direct Debit Procedures

TOWER will issue instructions to the Bank to debit your Account with the Debit Amount and for the Frequency until you inform TOWER otherwise. TOWER's instructions to the bank will be immediate and irrevocable. The immediate and irrevocable nature of TOWER's instructions to the bank means that you must exercise care as to the manner in which you complete the Direct Debit Request. You are responsible for ensuring that the Direct Debit Request is completed correctly. Once payment instructions are issued by TOWER, they cannot be stopped.

Direct debit date

Generally, the Bank will comply with such an instruction from TOWER on the date the Bank is instructed to effect the direct debit drawing from your Account, if such instructions are received before close of business on a Banking Business Day or otherwise on the next Banking Business Day. Not with standing this a delay might occur in the processing of an instruction from TOWER, for example, where there is a holiday on the day after the bank is instructed to effect the direct debit drawing. If the day nominated in the Direct Debit Request is not a Banking Business Day, the drawing will occur on the next business day.

Your Account

Capability to accept direct debits: You must ensure that your Account can accept Direct Debit drawings.

Sufficient clear funds: You must ensure that the Account has sufficient clear funds to cover the Direct Debit drawing of up to the Debit Amount on the dates on which the direct debit drawings are made. If the Account does not have sufficient clear funds for these purposes, TOWER may issue instructions to the Bank for the direct debit drawing of the Debit Amount as soon as the Account has sufficient clear funds or seek payment from you separately.

Insufficient funds: If TOWER is informed by the bank that a direct debit drawing cannot be made from the Account for any reason whatsoever, you can either make a payment of the amount due to TOWER separately or TOWER in their discretion will debit your account for the arrears. No action or inaction by TOWER will operate as a waiver of your obligation to make a relevant payment to TOWER.

Fees and charges: The Bank may collect fees and charges (including fees and charges for dishonoured direct debit drawings) in relation to the Account. Such fees and charges are subject to the terms and conditions relating to the account as established by the Bank. Information on all fees and charges should be requested from the Bank.

Variation and termination of your authority

General: Generally, you may vary any of the Direct Debit arrangements as set out in the Direct Debit Request (whether it is to stop, cancel or suspend those arrangements) by providing instructions in writing to TOWER 14 days prior to the date on which the Direct Debit arrangements are to be varied. You are referred to the "Notices" section of these terms and conditions. TOWER is only obliged to act on any instruction issued to it within 14 days after the date on which it receives the instruction.

Unauthorised or mistaken direct debit drawings: You must inform TOWER of any direct debit drawing which has been made from the Account which is not authorised or if there is any mistake in processing any direct debit drawing from the Account. If you discover that the amount TOWER was authorised to draw by way of a direct debit from the Account:

- is greater than the amount due from you to TOWER, you may contact TOWER for a refund;
- less than the amount due from you to TOWER, you must make a separate payment for the short fall to TOWER. You remain at all times responsible to make full and complete payment of each amount due from you to TOWER.

Variations to these terms and conditions by TOWER

TOWER agrees that it will provide notice in writing of no less than 14 calendar days to you if it proposes to vary any of these terms and conditions. Any variation to these terms and conditions will take effect immediately on the date specified in such a notice by TOWER.

Termination

You may terminate the authority under the Direct Debit Request at any time by giving written notice to TOWER. You are referred to the "Notices" section of these terms and conditions.

TOWER may terminate your Direct Debit Request by giving written notice to you at the address you have notified to TOWER on the Direct Debit Request or to the last address you have notified to TOWER.

Queries and problem resolution

If you have any concern or query, you should contact TOWER in writing. You are referred to the "Notices" section of these terms and conditions.

Privacy and confidentiality

TOWER will not disclose any information you have provided to it for marketing purposes to a person or company which is not a member of the TOWER group of companies. From time to time, TOWER may wish to tell you about services offered by other TOWER companies.

However, the Bank may require such information to be provided to it in connection with a claim made against the Bank relating to an alleged incorrect or mistaken debit made from your Account.

Notices

Any notice or communication under or in connection with these terms and conditions:

- must be in writing;
- must be addressed, if to you to the address you set out in the Direct Debit Request or to the last address you have notified to TOWER and if to TOWER, to:
TOWER Australia Limited, 80 Alfred Street,
Milsons Point, New South Wales 2061
- must be signed;
- must be delivered or posted by prepaid post to the address, or sent by fax (in a legible form) to the number of the addressee; and
- will be deemed to be received by the addressee:
 - (a) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia;
 - (b) (in the case of fax) at the time shown on the transmission report which is produced by the machine from which that fax is sent showing that the fax has been transmitted in its entirety; and
 - (c) (in the case of delivery by hand) on delivery at the address of the addressee unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day.

General matters

Governing Law: The Direct Debit Request Agreement (constituted by the Direct Debit Request and these terms and conditions) is governed by and will be construed according to the laws of New South Wales.

No representation: You acknowledge that TOWER (nor any person acting on its behalf) has not made any representation or offered other inducement to you to sign the Direct Debit Request.

Limitation of Liability: TOWER will not be liable for:

- any failure or delay on the part of the Bank in fulfilling an instruction from TOWER for direct debit drawing to be made from the Account;
- indirect, special or consequential loss or damage howsoever caused, including negligence; and
- events beyond TOWER's reasonable control.

Definitions of terms used

In these terms and conditions:

"**Bank**" means the bank as specified in the Direct Debit Request.

"**Banking Business Day**" means a day (not being a Saturday or Sunday) on which banks are generally open for business at the place where the Account is held.

"**Account**" means the account from which Direct Debit drawings may be made, details of which you have set out in the Direct Debit Request.

"**Debit Amount**" means the amount set out in the Direct Debit Request, as it may be varied from time to time, which is the amount that TOWER may issue instructions to the Bank to debit from the Account.

"**Direct Debit Request**" means the form to which these terms and conditions relate and which you have signed, as it may be varied from time to time.

"**Direct Debit System**" means the system managed by the Australian Payments Clearing Association for direct debit payments.

"**Frequency**" means the frequency at which the Amount may be debited from the Account as set out in the Direct Debit Request, as it may be varied from time to time.