

AIA Living - Legacy Risk Transfer Application Form



Advisor checklist

To avoid delays in processing this application, please check the following have been received, before submitting the form to AIA.

<input type="checkbox"/>	Client Details and application completed	<input type="checkbox"/>	Declaration signed	<input type="checkbox"/>	Copy of Advice on Replacement Policy Advice form (original to remain with client)
<input type="checkbox"/>	Direct Debit or Credit Card / Debit Card Payment Authority form completed	<input type="checkbox"/>	Quote attached	<input type="checkbox"/>	Payment method identified

Advisor details

Code	<input type="text"/>
First name and surname	<input type="text"/>
Company name	<input type="text"/>
Campaign code	<input type="text"/>

Purpose of application

This form should only be used when transferring a Life or Total Permanent Disablement benefit from a Legacy policy/ies* to a new (or existing) AIA Living policy/ies issued by AIA New Zealand Limited ("AIA") where it has been agreed that it can be done without the need for additional medical evidence.

* Where Legacy policy/ies means an existing policy or policies issued by either AIA International Limited, New Zealand Branch ("AIA International") prior to 1 June 2001, or by Sovereign Assurance Company Limited or its predecessors - collectively known as ("Sovereign") prior to 1 February 2001.

The new AIA Living policy that is issued will be subject to the standard policy terms and conditions that are applicable at the time of transfer. Any Loadings or Exclusions that are present on the Legacy policy will be carried forward to the new policy, unless health evidence is provided to support their removal.

Which policy number(s) are to be replaced by this new/replacement policy

Please state the reason for this Legacy Risk Transfer Application (ie which benefit will it replace and why?)

How you would like us to refer to this policy in future correspondence ? (eg John's Protection Plan):

Would you like this policy to be grouped with another AIA and/or related policy/ies* for correspondence purposes?

☐

Yes

☐

No

If Yes, please list policy numbers

NB: Not all policies can be grouped. Contact the Operations Team for details.
Where related policy/policies means eligible policy(s) issued for the Life to be Assured, where Sovereign or AIA International, was the insurer.)

Is this application part of a joint policy?

☐

Yes

☐

No

If Yes, please complete a separate application form for each Life to be Assured

1 Life to be assured

First name and surname

Address

Home

Postal (if different to Home)

Street

Street

Suburb

Suburb

City

City

Postcode

Postcode

Telephone

Day

Evening

Mobile

Email address

Date of birth
(dd/mm/yyyy)

Place of birth

Gender

☐

Male

☐

Female

Occupation

Industry

In the last 12 months have you smoked tobacco or any other substance and/or used smoking alternatives (eg e-cigarettes, vaping, nicotine gum or patches)?

☐

Yes

☐

No

If Yes, please give details of each substance including date started (or stopped) and quantity per day

2 Policy owner(s)

Policy owner 1

☐

Same details as Life to be assured above (if ticked, please skip to 'Policy owner 2')

First name and surname

Date of birth

DD MM YYYY

Company name

Address

Home

Postal (if different to Home)

Street

Street

Suburb

Suburb

City

City

Postcode

Postcode

Telephone

Day

Evening

Mobile

Policy owner(s) continued...

Policy owner 2

First name and surname

Date of
birth

DD MM YYYY

/ /

Company name

Address

Home

Postal (if different to Home)

Street

Street

Suburb

Suburb

City

City

Postcode

Postcode

Telephone

Day

Evening

Mobile

3 Payment details

Payment Method
(please ✓ one option)

☐

Direct Debit

☐

Credit Card

☐

Cheque (annual)

If paying by credit card/debit card or direct debit, please complete the attached Authority Form

Payment Frequency*:

☐

Weekly

☐

Fortnightly

☐

Monthly

☐

Quarterly

☐

Half Yearly

☐

Annually

deduction to be
on every

 day

starting on the

Please specify date of first payment
(between 1st and 28th)

*Paying premiums by instalments may increase the total annual premiums payable. Should you require further information please contact us.

4 Benefit details

Please attach quote setting out benefits applied for.

Important notes:

If you have any loadings, special terms or exclusions on your Legacy policy, these will be added to your new AIA Living policy.

On acceptance of this policy the benefits under your Legacy policy which has been transferred immediately become null and void. AIA will cancel the insurance that this policy is intended to replace, however if there is a time delay between the issuing of this policy and the cancelling of the original one, and a claim event arises, then AIA will only pay out on one or other of the policies but not both. Any overpaid premiums in respect of the cancelled policy will be refunded.

5 Declaration and consent

Please read this declaration carefully and sign the bottom of the page to show your acceptance of these terms.

The below named Life to be Assured and Policy Owner(s) declare and agree that:

- a. This application is made on the basis of the information that I/we disclosed to AIA International or Sovereign at the time of taking out the Legacy policy that this policy is replacing. I/We agree that all statements that were made to AIA International or Sovereign prior to the issue of the Legacy policy will be deemed to have been made to AIA in relation to this policy. AIA may avoid this policy if I/we failed to disclose to AIA prior to the issue of the Legacy policy every matter that could have been material to AIA's decision whether to accept the risk of, or what terms to apply to, this policy.
 - b. I/We acknowledge that my/our adviser receives commission from AIA.
 - c. I/We will be bound by the standard conditions applicable to the proposed Insurance ('Insurance') upon AIA's acceptance of this Application. I/We understand that special terms (including special conditions, premium loadings, exclusions or maximums) may be applied to my/our new policy if presently applicable to the Legacy. I/We understand that any special terms will apply from the risk commencement date of my/our Insurance. I/We understand that the special terms will be set out in the schedule to my/our policy document and will form part of my/our Insurance contract.
 - d. I/We consent to the use of the personal information provided in this Application by AIA and/or any related companies, their subsidiaries, their officers, their advisers and reinsurers so that they can assess this Application for Insurance, for the processing of this Application and administration of the Insurance and any claims, and for promotion of insurance and investment services to me/us. I/We understand that any personal information that I/we provide in this Application will be collected, used, stored and disclosed in accordance with AIA's privacy statement, available on www.aia.co.nz/privacy. I/We understand that the personal information collected will be held at AIA's Head Office, 74 Taharoto Road, Takapuna. I/We understand access to and correction of my/our personal information may be requested by me/us.
 - e. I/We understand the Insurance proposed in this Application shall not commence until this Application has been accepted by AIA and the initial premium or a completed Authority to Accept Direct Debits form, Credit Card/Direct Debit Payment Authority or premium payment direction (such as a Credit Card) has been received by AIA.
 - f. I/We authorise AIA to debit the nominated credit card account with the premiums payable pursuant to the Insurance premium. AIA may debit the credit card account with an Insurance premium even where there may be insufficient clear funds in the credit card account, but AIA shall not be obliged to do so. If there are insufficient funds but AIA debits the credit card AIA may also debit the credit card account with any applicable fees and charges. If the Insurance premium cannot be recovered from me/us, then AIA may reverse the Insurance premium payment resulting in the premiums being treated as not having been paid and AIA may be entitled to cancel the Insurance in accordance with the Insurance terms relating to non-payment of premiums.
- ### My personal information:
- g. I/We consent and give authority to AIA and/or any of its related companies to seek from, and for all and any of the following, its officers and employees, to disclose to AIA and/or any of its related companies, their advisers, reinsurers, and to any legal tribunal before which any question concerning the Insurance may arise, any medical, financial or other personal information affecting such Insurance which they may hold in respect of me/us:
 - > Registered medical practitioners and specialists
 - > Accountants and other financial advisers
 - > Dentists
 - > Counsellors, psychologists and therapists
 - > Employers (whether current or not)
 - > Accident Compensation Corporation
 - > Insurers or Reinsurers (whether public or private)
 - > Government departments, agencies, organisations and enterprises
 - > Medical laboratories
 - > Banks and other financial institutions
 - > Advisers
 - h. I/We understand that the supply of the information gathered from the above sources is voluntary and that AIA and/or any of its related companies may or may not seek information from the above agencies – whether they seek information is dependent on what information is required to make a decision on my/our insurance. I/We understand that failure to provide the personal information may mean AIA is unable to offer me/us a policy.
 - i. I/We understand that in collecting information that is relevant to this application AIA may also receive/collect information that is not relevant to the assessment of this application for insurance.

Declaration and consent continued...

Insurance Policy:

- j. I/We have checked the information that my/our Insurance adviser has entered onto this Legacy Risk Transfer form.
- k. At the date of Application, no statement affecting this Application has been made to any representative of AIA that has not been recorded in this Legacy Risk Transfer.
- l. I/We acknowledge that the quote attached to Section 4 of this Application forms part of the Application and sets out the insurance benefits I/we are applying for.

- m. I/We have been advised that a Specimen Policy Document and the financial statements of AIA are available to me/us on request from AIA's Head Office.

Replacement Policy

- n. I/We consent and give authority to AIA to cancel the Legacy policy/ies that are listed on page one of this application as being replaced by the policy/ies issued under this application. Such cancellation is to take effect as at the date of issue of the new/replacement policy.

Life to be Assured

Full name

Signature

Date DD MM YYYY
/ /

Policy Owner 1 (If other than Life to be Assured and as named in Section 1 of this application form)

Full name

Signature

Date DD MM YYYY
/ /

Policy Owner 2 (If other than Life to be Assured and as named in Section 1 of this application form)

Full name

Signature

Date DD MM YYYY
/ /

Company policy owner 1 (if policy is owned by a business)

Full name

Job title

Signature

Date DD MM YYYY
/ /

Company policy owner 2 (if policy is owned by a business)

Full name

Job title

Signature

Date DD MM YYYY
/ /



Replacement Policy Advice

Application/
policy no.



This form must be completed whenever an existing or recently discontinued (within 6-months) Risk / Health Policy or Benefit is to be fully or partially replaced. It is important that you provide all requested information. This form is intended to meet AIA's internal operational requirements for replacement business only and should be completed in addition to an Advisers' record-keeping requirements, such as a Statement of Advice.

In all instances, please return this form with a quote illustration setting out the details of the new policy or benefit(s) being applied for.

ADVISER: Please complete sections 1-4 below, then complete and sign the Declaration of Advice on last page.

1 Replacement Type

<input type="checkbox"/>	AIA Internal Policy Replacement	Includes any policy or benefit issued or underwritten by AIA New Zealand Limited ("AIA"), Sovereign Assurance Company Limited ("Sovereign") or AIA International Limited, New Zealand Branch ("AIA International")
<input type="checkbox"/>	External Policy Replacement	Current Insurer <input type="text"/>

2 Details of Policy and/or Benefit(s) being Replaced or Cancelled

Complete one (1) line per Life Assured for each Policy / Benefit that is to be replaced or cancelled.

Policy number	Life assured	Benefit / Policy Type (i.e. Life/TPD/Health)	Existing Sum Assured	To be replaced	Sum Assured to remain on existing policy after replacement	To be cancelled
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes
			\$	<input type="checkbox"/> Yes	\$	<input type="checkbox"/> Yes

3 Policy Ownership of New Policy / Benefit

Please indicate whether the policy ownership will change as a result of the replacement:

<input type="checkbox"/>	Policy Ownership to remain unchanged on new policy
<input type="checkbox"/>	Policy Ownership to change on new policy (attach a completed change of ownership form or new ownership page & signature page from the main application form)

☐ AIA Superior/Real Health to AIA Private Health ONLY

AIA Superior/Real Health medical policies are owned by each Life Assured, therefore when replacing we require confirmation of new ownership. Please confirm ownership for the new AIA Private Health policy by completing the details below. **Please note: Ownership can only be existing owners or individual life assured.**

Owner Full Name 1:	Date of birth:	dd/mm/yyyy
Owner Full Name 2:	Date of birth:	dd/mm/yyyy

4 Reason for Replacement

A customer's policy should only be replaced if it is in the best interests of the customer.

Please indicate the primary reason for the replacement:

<input type="checkbox"/>	Change in premium structure (Rate for Age to Level or, Level to Rate for Age)	<input type="checkbox"/>	Policy Owner's needs have changed and their existing policy/benefit does not match their current needs.
<input type="checkbox"/>	Policy Owner's needs have not changed, but new policy/benefit is advantageous.	<input type="checkbox"/>	Other <input type="text"/>

Please tick this box if your customer holds AIA Living or Sovereign TotalCare Max Accidental Injury (version 11.6 or earlier):

<input type="checkbox"/>	If the replacement includes replacing AIA Living or Sovereign TotalCareMax Accidental Injury Cover (version 11.6 or earlier), I confirm that I have taken into account and explained the differences between the customer's existing cover and the replacement cover as part of my advice process.
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NOTE: Policy Owner is intended as a broad term in this section, including the life assured, the premium payer and any nominated beneficiary.

POLICY OWNER(S): Please read, then complete and sign the Acknowledgements and Declaration over page.**Important information before you proceed**

There can be risks and benefits in replacing an existing policy/benefit(s). Before you make a decision to replace your existing policies/benefit(s) your financial adviser can help you to understand the advantages and disadvantages of switching and/or the types adverse circumstances which might occur as a result of changing policies/benefit(s).

Your financial adviser can help you consider key aspects such as:

- › **Your personal situation** – changes in health, leisure activities or occupation may mean your new policy contains new or different restrictions/exclusions than your old policy/benefit(s).
- › **Differences in cover** – particularly reduction or loss of benefits, any unusual features, different expiry ages/dates, waiting periods, or changes in limits/cover amounts.
- › **“Stand down” periods** – a new policy/benefit can have initial “stand down periods” in which you may temporarily lose some of your cover.
- › **Definitions and exclusions** – while policies may seem similar, there can be differences in the definitions and exclusions used between policies (e.g. medical conditions, employment, occupation, income, etc) which could affect your ability to claim on your policy.
- › **Cost** – this should consider all costs related to the policy/benefit(s), short and long-term.
- › **Financial strength ratings** – There may be differences in financial strength ratings between the old and new insurers. This is an assessment of an insurer’s ability to meet obligations to policyholders.

Policy Owner(s) Acknowledgements and Declaration

1. I/We acknowledge that, prior to signing the application form for the new policy(cies)/benefit(s) my/our financial adviser:
 - › has provided me/us with a comparison between my/our existing and proposed policy(cies)/benefit(s) that covers the key aspects outlined above, and that I/we understand the consequences of my/our financial adviser’s recommendation; or
 - › has not provided me/us with advice in respect of this replacement, but I/we have been informed of the types of adverse circumstances which might occur as a result of changing products and I/we understand the risks.
2. I/We acknowledge that in issuing my/our replacement policy, AIA is relying on the information provided in this form, together with the information provided in the original proposal(s).
3. I/We acknowledge that any loading(s) and/or exclusion(s) (Special Terms) applied my/our current policy(cies) will also apply to my/our replacement policy(cies), unless the replacement policy(cies) is subject to full underwriting by AIA and as a consequence Special Terms are removed or changed. My/our financial adviser has explained Special Terms to me/us.
4. I/We acknowledge that where my/our existing policy(cies) are replaced, the cover that I/we had in place has changed and therefore I/we may no longer be covered for any event that was previously covered by my/our policy(cies) and/or the conditions of my/our cover may have changed. If my/our replacement policy(cies) is subject to full underwriting by AIA, my/our financial adviser has explained that underwriting might result in Special Terms being applied to my/our replacement policy(cies).
5. I/We request that where I/we are replacing an AIA Internal Policy/Benefit(s), our current AIA policy(cies) or benefit(s) identified in Sections 1 and 2 above as “to be replaced or cancelled”, be cancelled/changed immediately.
6. I/We acknowledge that where I/we are replacing an AIA External Policy/Benefit(s), I/we must contact the old insurer directly to cancel my/our existing policy/benefit. I/We acknowledge that I/we should NOT cancel my/our existing policy/benefit(s) until I/we have disclosed everything necessary to AIA, the new policy/benefit(s) has been issued and I/we are happy that I/we are appropriately insured.

POLICY OWNER(S): Acknowledgements and Declaration.

Please sign below to confirm you understand and accept the terms set out in acknowledgements 1-6 above.

☐

Please tick this box to give your authority for AIA to provide your adviser (named below) details about all Policy Owners' existing policy or policies with AIA, including personal and financial information and any loadings.

IMPORTANT NOTICE: Signatures are required from ALL Policy Owners on joint policy(ies). Written confirmation will be sent to the Policy Owners named below if an AIA policy or benefit is being cancelled or altered due to replacement.

Policy owner 1

Full name:

Signature:

X

Date

Day Month Year

/ /

Policy owner 2

Full name:

Signature:

X

Date

Day Month Year

/ /

ADVISER: Please complete and sign the Declaration of Advice below.**5 Declaration of Advice**

Select the check box that correctly reflects the level of advice you have provided the Policy Owner(s) regarding this replacement.

☐**Declaration of Advice**

I confirm that I have taken all reasonable steps to advise the Policy Owner(s) of the risks and benefits of replacing the policy/benefit(s) listed on this form. To the best of my knowledge the information contained in this form is true and correct.

OR☐**Declaration of No Advice**

I confirm that I have not given any advice to the Policy Owner in respect of this replacement. Although I have not made any comparison between the new policy/benefit(s) and the existing policy/benefit(s) I have informed the Policy Owner(s) of the types of adverse circumstances which might occur as a result of changing products.

Adviser Name

Adviser code

Adviser Signature

X

Date

Day Month Year

/ /



Credit Card/Debit Card Payment Authority



Application/
policy no.

Please ensure Section 5 is completed in conjunction with the following:

1 Policy owner details

Policy numbers you want
this authority applied to

First name and surname

Telephone

Day

Evening

Mobile

Email address

Payment start date
(between 1st and 28th
of the month)

2 Credit or debit card details

Card type
(Tick one)

☐

MasterCard

☐

Visa

☐

Debit Card

Frequency
(Tick one)

☐

Weekly

☐

Fortnightly

☐

Monthly

☐

Quarterly

☐

Half Yearly

☐

Annually

Name on card

Card number

Expiry date

I/We declare and agree that I/We authorise AIA New Zealand Limited ("AIA") to debit the nominated credit card/debit card account with the premiums payable (and any increases to those premiums), for the insurance cover provided under the policies listed above. AIA may debit the credit card/debit card account with an insurance premium even when there may be insufficient clear funds in the credit card/debit card account, but AIA shall not be obliged to do so. If there are insufficient funds but AIA debits the credit card/debit card, AIA may also debit the credit card/debit card account with any applicable fees and charges. If the insurance premium cannot be recovered from me/us, then AIA may reverse the insurance premium payment resulting in the premiums being treated as not having been paid and AIA may be entitled to cancel the Insurance in accordance with the insurance terms relating to non-payment of premiums.

Card holder 1
signature

Date

Card holder 2
signature

Date

Authority To Accept Direct Debits



1 Personal Details

Policy number

Or, apply to all policies

☐

Mr/Mrs/Miss/Ms/Other

Name of policy owner

Telephone

Home

Work

Mobile

Email address (optional)

No Change to Payment
Date/Frequency

☐

Date of first payment
(between 1st and 28th of the month)

You do not need to complete this date field if you want the payment date relating to this new authority to remain the same as your existing direct debit.

Frequency (please tick one)

☐

Weekly

☐

Fortnightly

☐

Monthly

☐

Quarterly

☐

Half yearly

☐

Annually

2 Authority to accept direct debits

Name of Account

**Authority to accept
direct debits**
(Not to operate as an
assignment or agreement)

Customer (Debtor) to
complete Bank/Branch number and
Account Number and Suffix of Account
to be debited.

Bank

Branch number

Account number

Suffix

To: The Manager
(Insert name of Bank and Branch)

Start date

(Hereinafter referred to as the Bank)

Address (PO Box)

Town/City

I/We authorise you until further notice in writing to debit my/our account with all amounts which
AIA New Zealand Limited (hereinafter referred to as the Initiator) the registered Initiator of the above
Authorisation Code, may initiate by Direct Debit.

Authorisation code

1	2	0	0	3	6	5
---	---	---	---	---	---	---

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

Information to appear in my/our
Bank Statement

Payer particulars

A	I	A		N	Z						
---	---	---	--	---	---	--	--	--	--	--	--

Payer code

--	--	--	--	--	--	--	--	--	--	--	--

Payer reference

--	--	--	--	--	--	--	--	--	--	--	--

Your signature must appear here – Name of Account – Customer (Debtor) to complete

Authorised signature(s)

Date

Authorised signature(s)

Date

Conditions of authority to accept direct debits

1 The Initiator:

- 1.1. Will provide notice either:
 - 1.1.1. in writing; or
 - 1.1.2. by electronic means, including SMS and email, where the Customer has provided prior written consent to the Initiator.
 - 1.2. Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least 2 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated.
 - 1.2.1. The advance notice will include the following message:
Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your Bank account on (initiating date*).
- *This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.
- 1.3. Alternatively, the Initiator undertakes to give notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months).
 - 1.3.1. Where the Direct Debit System is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date.
 - 1.3.2. 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 30 days before the changes comes into effect. This notice must be provided either:
 - (a) in writing; or
 - (b) by electronic mail where the Customer has provided prior written consent to the Initiator.
 - 1.4. May initiate a Direct Debit on my/our account when authorisation is received from me/us in accordance with the terms and conditions agreed between me/us and the Initiator of each amount to be debited from my/our account.
 - 1.4.1. Notice will be sent of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from me/us under clause 1.4 but no later than the date the Direct Debit will be initiated. This notice must be provided either:
 - (a) in writing; or
 - (b) by any other means which provides a verifiable record of the initiated transaction and where the Customer has provided prior written consent to the Initiator.
 - 1.4.2. Where the notice is in writing it must include the following message: "The amount \$..... was directly debited to your Bank account on (initiating date)."
 - 1.4.3. Where the notice is provided by other means:
 - (a) the Initiator should hold prior written consent of those means of providing notice; and
 - (b) the notice should provide a verifiable record of the initiated transaction and include the amount and initiating date of that transaction.
 - 1.5. 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 me/us.
 - 1.6. May rely on this authority to debit a different bank account upon receipt of instructions from the customer via a bank to which their account has been transferred.

2 The Customer may:

- 2.1. At any time, terminate this Instruction as to future payments by giving written (or by the means previously agreed in writing) notice of termination to the Bank and to the Initiator.
- 2.2. 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.
- 2.3. Where no advance notice is provided under clause 1.4 a variation to the amount agreed between the Initiator and the Customer from time to time to be Direct Debited had been made without notice being given in terms of clause 1.4 above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of Direct Debit back to the Initiator through the Initiator's Bank PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3 The Customer acknowledges that:

- 3.1. This Instruction will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Instruction until actual notice of such event is received by the Bank.
- 3.2. In any event this Instruction is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- 3.3. Any dispute as to the correctness or validity of an amount debited to my/our 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 me/us and the Initiator.
- 3.4. 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:
 - 3.4.1. the accuracy of information about Direct Debits on Bank statements; and
 - 3.4.2. any variations between notices given by the Initiator and the amounts of Direct Debits.
- 3.5. The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with clauses 1.1 to 1.4. nor for the non receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- 3.6. Where notice given by the Initiator in terms of clause 1.4 to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

4 The Bank may:

- 4.1. 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 me/us and given to or drawn on the Bank.
- 4.2. At any time terminate this Instruction as to future payments by notice in writing to me/us.
- 4.3. Charge its current fees for this service in force from time to time.
- 4.4. Upon receipt of an "authority to transfer form" signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Authority to Accept Direct Debits.

Bank use only

Approved 0036 ----- 02 02	Date received DD / MM / YYYY <div></div>	Recorded by <div></div>	Bank Stamp
	Checked by <div></div>		