



# Direct Debit Request Service Agreement



- Please ensure you've read the following agreement before submitting a Direct Debit Request.
- Please retain this document for your records as it forms part of the terms and conditions of your Direct Debit Request (DDR).

## Purpose

This document outlines the Direct Debit arrangement between us, Commonwealth Bank of Australia ABN 48 123 123 124 (CommBank), and you, for your Home Loan, Personal Loan or InstalPay. It also explains your rights and obligations when undertaking a Direct Debit arrangement with us and what our obligations are to you.

## Meaning of terms we use in this document

<b>Nominated Account:</b>	The account held at the financial institution you've nominated in your Direct Debit Request, and from which we are authorised to arrange for funds to be debited.
<b>Agreement:</b>	This Direct Debit Request Service Agreement between you and us.
<b>Authorised Borrower:</b>	The person or persons authorised to operate the loan account in accordance with its method of operation.
<b>Debit Payment:</b>	A particular transaction where a debit is made. A debit is an amount that is deducted from an account.
<b>Direct Debit Request or DDR:</b>	The written, verbal or online request you give us to debit funds from your account.
<b>Us, We or Debit User:</b>	Commonwealth Bank of Australia.
<b>You:</b>	The nominated accountholder(s) who have authorised the Direct Debit Request.
<b>Your Financial Institution:</b>	The financial institution at which you hold the account you've authorised us to debit.
<b>The Loan:</b>	The home loan, personal loan or InstalPay loan account outlined in your Direct Debit Request.

## Things you should know

- By agreeing to a Direct Debit Request by the method presented, you authorise and request us, Commonwealth Bank of Australia (APCA User ID number: 650 or 301813) (CommBank), to arrange for funds to be debited from your Nominated Account.
- We'll arrange for funds to be debited from your Nominated Account for your loan repayments and any fees (e.g. if applicable, an application fee, loan service fees or a trust investigation fee) as outlined in your loan contract (as varied from time to time). You also authorise us to make any other debits permitted by this agreement or your DDR. If you instruct us to, we can also debit a higher amount.
- You can still make other payments to your loan account outside of your Direct Debits and if you do, we will continue to debit your Nominated Account (as if you hadn't made those additional repayments). Fees may apply to additional repayments depending on your product type, e.g. on fixed rate loans where the repayments exceed annual limits.
- For Principal and Interest home loans and personal loans, your new minimum required repayment will be calculated at (and become effective from) the time we process your request. This won't apply where you're only changing account details. Your new minimum required repayment will be the minimum amount(s) you have to pay each month to ensure your loan is paid off in full on or about the end of the contracted loan term.
- If you request a Direct Debit change to start on a Direct Debit repayment due date, in some cases the change may be applied from the next Direct Debit repayment date.
- If a repayment amount is provided at the time of this request, this is an indicative amount only. Your minimum required repayment will be determined when your request is processed.
- If your minimum required repayment decreases (e.g. due to an interest rate decrease or extra repayments you make), we won't change the amount that is debited from your Nominated Account, unless you request this.
- If the amount we debit at the end of the loan term results in an overpayment to us, we'll refund the overpayment, usually within 7 business days.
- For Interest Only home loans, we may debit the related account after your home loan payment due date depending on processing times.
- If a Direct Debit due date falls on a non-working day, we'll process the debit on the next working day. If you're unsure about which day your account has been, or will be, debited, you should speak to Your Financial Institution.
- We may send notices either electronically or by ordinary post to the address you have given us. If sent electronically, communications are taken to be received when they enter the first information system outside CommBank; if sent by mail, they are taken to be received on the day they would be received in the ordinary course of post.
- We'll give you at least thirty (30) days' notice if we vary the terms of this agreement.
- You agree that only an Authorised Borrower may make changes to your Direct Debit arrangement.
- All notifications relating to changes to your Direct Debit arrangement will be sent in accordance with the loan's nominated notification preference. This means that changes to Direct Debit arrangements are notified via a message on the loan statement. As such, if you're not a co-borrower on the loan (or you are a co-borrower, but not a nominated recipient for communications), you won't receive notice of changes.
- We may disclose your account and Direct Debit details at the request of Your Financial Institution (e.g. in connection with a claim made for an alleged incorrect or wrongful debit) or as required by law or permitted under our privacy statement.
- Be aware Direct Debiting through Bulk Electronic Clearing System is not available on all accounts. If in doubt, contact Your Financial Institution.

## Your responsibility

- You should confirm your Nominated Account details are correct before submitting this Direct Debit Request by checking them against a recent account statement.
- If you have any doubt about completing a Direct Debit Request speak with Your Financial Institution.
- You must advise us if your Nominated Account details change or the account is closed.
- You should regularly check your account statements to verify that the amounts debited from your account are correct. If you believe there has been an error, you should contact Your Financial Institution or us immediately.
- You'll need to ensure that you have sufficient funds in your Nominated Account on each repayment due date until the Direct Debit occurs. If you do not have sufficient funds, then:
  - the payment will be regarded as not having been made;
  - a fee may be charged to your account (e.g. dishonour fee);
  - if the Nominated Account is a CommBank account we may make multiple attempts to debit the full or partial payment for any overdue amount following the repayment due date.

## Acknowledgements

By requesting a Direct Debit arrangement, you consent and acknowledge that:

- You are authorised to give Direct Debit instructions on the Nominated Account;
- At least one Authorised Borrower on the loan account is also an accountholder on the Nominated Account;
- You, any other accountholder(s) on the Nominated Account or any Authorised Borrower can cancel the Direct Debit Request at any time.
- Any Authorised Borrower can make changes to the Direct Debit arrangement without your consent;
- If you're not a co-borrower under the loan account (or are a co-borrower but not a nominated recipient for communications), you won't receive notifications regarding changes to Direct Debit arrangements as they will be sent by a statement message on the loan statement.



## Note

When you make changes to your Direct Debit arrangement, for example, change your repayment frequency or amount, it can mean that you won't have made enough payments to cover your next minimum required repayment. If this occurs and you have Available Redraw, we'll reduce this to cover the shortfall amount (fully or partially depending on the amounts involved) and let you know, through your transaction listing, if and when we do this. If there is still a shortfall amount outstanding, we'll notify you of the amount that you'll need to make as a one-off payment before your repayment due date. You'll need to do this in order to meet your minimum required repayment, avoid any fees and your account falling into arrears as a result of this change.

Your minimum required repayment will be reviewed and adjusted as part of this request (see details below), unless you're only changing account details. If this occurs, we'll advise you of the new minimum required repayment (however the change is effective from the processing date). We may delay the starting date for your Direct Debit changes if we consider it necessary.

## Your rights

- To change, suspend, cancel or discuss your Direct Debit arrangement, please contact us on **13 2221** or visit any CommBank branch.
- Alternatively, you can also arrange to suspend and/or cancel this Direct Debit arrangement through Your Financial Institution, who is required to act promptly on your instructions.
- If you believe there has been an error in debiting your Nominated Account you should contact Your Financial Institution or us immediately. If we conclude your account has been incorrectly debited we'll promptly arrange for Your Financial Institution to adjust your account (including interest and charges) and we will notify you of the amount your account has been adjusted. If we conclude on reasonable grounds that your account has not been incorrectly debited, we'll promptly advise you of the outcome and provide you any related evidence.