

This application can be used only for Life and Total Permanent Disablement applications up to \$1 million, Living Assurance and Progressive Care applications up to \$500,000 (inclusive of all existing Sovereign cover) and Waiver of Premium.

## 1 Life to be assured

	Last name	First name(s)
Mr/Mrs/Miss/Ms		
Previous name (if changed)		
Date of birth	/ /	<input type="checkbox"/> Male <input type="checkbox"/> Female
Home address		
Postal address (if different)		
Email address		
Phone (home)	( ) ( )	(work) ( )
Mobile	( )	
Occupation		
Industry		

## 2 Ownership

(Check one) Same as Life Assured  and  or

	Last name	First name(s)
Mr/Mrs/Miss/Ms		
Previous name (if changed)		
Date of birth	/ /	<input type="checkbox"/> Male <input type="checkbox"/> Female
Postal address		
Email address		
Phone (home)	( ) ( )	(work) ( )
Mobile	( )	

Depending on your answers to the questions below, we may need to contact you for more information.

If we require further information to process your application quickly, can we contact you directly?  Yes  No

Preferred method:  Telephone underwriting  Email  Through my Adviser

If we require that you undergo medical tests, would you use our HealthScreen® service?  Yes  No

Would you like this policy to be grouped with another Sovereign policy for correspondence purposes?  Yes  No

If Yes, policy number:

Provide the details below of general practitioners, specialists or medical centres you have attended in the last five years.

Name of GP, specialist or clinic	Reason for visiting	Address	Years/months attended	Date of your last visit	Do they hold your medical records?
				/ /	<input type="checkbox"/> Yes <input type="checkbox"/> No
				/ /	<input type="checkbox"/> Yes <input type="checkbox"/> No

I/We understand that Sovereign may require my/our medical records from the last five years or longer, depending on the information I/we have disclosed

Yes  No

Your consent to Sovereign accessing these records is set out in Section 8 (n).

## 3 Children to be assured (For Living Assurance Optional Children's and Maternity Benefit only)

	Last name	First name(s)		Last name	First name(s)
<b>Child 1</b>			<b>Child 3</b>		
Date of birth	/ /	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth	/ /	<input type="checkbox"/> Male <input type="checkbox"/> Female
Place of birth			Place of birth		
<b>Child 2</b>			<b>Child 4</b>		
Date of birth	/ /	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth	/ /	<input type="checkbox"/> Male <input type="checkbox"/> Female
Place of birth			Place of birth		

**4 Benefit details**

Please attach Illustrations setting out benefits applied for.

**5 Your insurance details**

- (a) Do you have, or are you currently applying for any other Life, Income Protection, Critical Illness (Trauma), Total Permanent Disablement or Health insurance?  Yes  No

If Yes, please give details below:

Name of company	Type of cover	Sum insured	Date commenced	To be replaced?
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

- (b) Has any insurance you have or applied for ever been declined, deferred or modified (including loadings or exclusions)?  Yes  No

If Yes, please give details

- (c) Have you ever made a claim for private insurance or government benefits (such as ACC or sickness benefit) due to sickness, injury or treatment for injury?  Yes  No

If Yes, please give details

**6 Personal statement**

- (a) What is your height?  cm/feet & inches      What is your weight?  kgs/pounds

- (b) Do you smoke or have you been a smoker in the last 12 months?  Yes  No

If Yes, what substance(s) and how much do you smoke per day?

- (c) Do you use, or have you ever used any recreational and/or non-prescription drugs (except 'over the counter' medications)?  Yes  No

If Yes, please give details

- (d) How many standard alcoholic drinks do you consume per day? (e.g. a standard drink is 30ml of spirits, 100ml wine or 300ml of beer)  0-4 units daily  4-5 units daily  6-8 units daily  9-12 units daily  More than 12 units

- (e) Have you ever received or are you considering seeking medical advice, counselling, or treatment for the use of alcohol, drugs or gambling?  Yes  No

If Yes, please give details

- (f) Are you a permanent resident of New Zealand?  Yes  No

If No, please give details

- (g) Do you intend to live, work or travel overseas, except for Australia or the Cook Islands in the next 12 months?  Yes  No

If Yes, please give details

- (h) Have you ever engaged, or are you likely to engage in any hazardous or high-risk occupation, activity, sport or pastime? (e.g. aviation, motor sports, diving, mountaineering)  Yes  No

If Yes, please give details

- (i) Have either of your parents or any of your brothers or sisters suffered from (before the age of 60): diabetes, stroke, heart disease, high blood pressure, kidney disease, polycystic kidney, cancer (please specify type), Huntington's chorea, multiple sclerosis, mental illness, dementia, or any other hereditary or familial disease.  Yes  No

If Yes, please give details

(j) Have you ever had any signs or symptoms of, or have you ever been tested for, treated for, or diagnosed with any of the following:

- |   |                          |     |                          |    |
|---|--------------------------|-----|--------------------------|----|
| 1. Stroke, epilepsy, or neurological disorder (e.g. motor neurone disease, MS, paralysis, seizures)   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 2. Mental illness, nervous disorder, stress, depression, fatigue or phobia  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 3. Any disease or disorder of the eyes, ears, nose or throat (including loss of sight, hearing or speech)   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 4. Thyroid disorder or any other glandular condition  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 5. Respiratory disorder (e.g. asthma, bronchitis, sleep apnoea, breathing problems)   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 6. Chest pain, heart complaint, high blood pressure or high cholesterol   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 7. Any condition of the gastrointestinal tract or bowel (e.g. irritable bowel, Crohn's disease, ulcers, colitis, reflux)  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 8. Obesity (e.g. stomach stapling)  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 9. Liver disease or disorder (e.g. hepatitis)   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 10. Diabetes or abnormal blood sugar level  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 11. Kidney, bladder, genital or urinary problems (e.g. prostate, urinary incontinence, kidney stones)   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 12. An injury, disease or disorder of your muscle, joint or bone (including arthritis, rheumatism, SLE, gout)   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 13. Cancer, tumour, cyst, breast lump, abnormal moles, skin disorder or any other lesion  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 14. Blood disorders (e.g. anaemia, varicose veins, blood clots, bleeding tendencies)  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 15. AIDS or HIV antibodies  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 16. Any other illness or condition not listed above (please state) <input style="width: 400px; height: 20px;" type="text"/>   |                          |     |                          |    |
| 17. <b>FEMALES ONLY:</b> Any condition relating to the breast, cervix, uterus, fallopian tube, ovary or the female genital tract (e.g. abnormal smear, endometriosis, heavy/painful/irregular menstrual bleeding, fibroids) | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

(k) Other than what you have disclosed above:

- |  |                          |     |                          |    |
|--|--------------------------|-----|--------------------------|----|
| 1. Have you experienced any health problems within the last five years, or;  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 2. Have you ever had, been referred for, or are you considering seeking any medical advice, counselling, investigations, blood tests, treatment or operations? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

Condition	Date of first symptoms	Date of last symptoms	Details (include treatment, test results, time off work, recurrence, current status)	Are you receiving or have been advised that treatment or follow-up is required?	Have you ever had any recurrence of this condition?
<input style="width: 100%; height: 20px;" type="text"/>	/ /	/ /	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input style="width: 100%; height: 20px;" type="text"/>			<input style="width: 100%; height: 20px;" type="text"/>		
<input style="width: 100%; height: 20px;" type="text"/>	/ /	/ /	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input style="width: 100%; height: 20px;" type="text"/>			<input style="width: 100%; height: 20px;" type="text"/>		
<input style="width: 100%; height: 20px;" type="text"/>	/ /	/ /	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input style="width: 100%; height: 20px;" type="text"/>			<input style="width: 100%; height: 20px;" type="text"/>		
<input style="width: 100%; height: 20px;" type="text"/>	/ /	/ /	<input style="width: 100%; height: 20px;" type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input style="width: 100%; height: 20px;" type="text"/>			<input style="width: 100%; height: 20px;" type="text"/>		

**Please use the space on the next page to provide further details if required.**

**7 Occupation details**

(complete if applying for Total Permanent Disablement or Waiver of Premium)

(a) What is your current main occupation?

(b) Are you  Employed  Self employed > 3 years  Self employed < 3 years

(c) Describe your main occupation duties in full

(d) Are you intending to change your occupation or duties?  Yes  No  If Yes, please give detail

(e) Number of hours worked  per week

(f) Do you work from home?  Yes  No  If Yes, please give details of your home set up and % of time spent in this workplace

(g) Do you have any other occupation?  Yes  No  If Yes, please give detail

(h) Give details of your current and previous occupations during the last five years

Date from	Date to	Occupation	Employer
/ /	/ /		
/ /	/ /		
/ /	/ /		
/ /	/ /		
/ /	/ /		

(i) Have you ever been declared bankrupt and / or convicted of any criminal offence?  Yes  No  
 If Yes, please give details

Please use the space below to provide further details

---

---

---

---

---

---

---

---

---

---

---

---

**For Adviser's use only:**

Credit this case to Sovereign Adviser code  Adviser name  Adviser's company

Percentage split Initial  Renewal

Group name  Campaign code

Please tick one  Variable %  Pendulum %  As earned %

## 8 Declaration and consent

Please read your duty of disclosure and declaration carefully and sign the bottom of the page to show your acceptance of these terms. Failure to make the following declaration truthfully may invalidate your insurance.

### IMPORTANT NOTICE: Your duty of disclosure

When you apply for this insurance, and whenever you apply to vary or reinstate it, you have a duty to disclose to Sovereign Assurance Company Limited (“Sovereign”) all information you know (or could reasonably be expected to know) that would influence the judgment of a prudent underwriter in deciding whether or not to insure you, and if so, on what terms and at what cost. If you fail to comply with your duty of disclosure, Sovereign may avoid this insurance from the beginning, which means any claim will not be paid.

Please note, in some cases, Sovereign may request a copy of your entire medical file from your General Practitioner and other medical providers, when you make a claim.

IF IN DOUBT - DISCLOSE. WE TREAT ALL INFORMATION CONFIDENTIALLY.

### Life Assured:

I/We understand the importance of full disclosure of all information required in this application for insurance

Yes

No

I/We consent to Sovereign obtaining my medical records from my doctor and other medical providers and have read the “My personal information” section below.

Yes

No

### THE BELOW NAMED LIFE TO BE ASSURED AND POLICY OWNER(S) DECLARE AND AGREE THAT:

#### Disclosure:

- (a) I/We have read the notice explaining my/our duty of disclosure and all the statements contained in this application for insurance (“Application”) are true and complete to the best of my/our knowledge.
- (b) Should the Life to be Assured undergo any alteration in mental or physical health or have a change of occupation between the date of this Application and the issue of the insurance, I/we agree to notify Sovereign immediately as this information is relevant to any decision Sovereign may make to accept this Application.
- (c) I/We understand that statements made in this Application, including statements made by me/us to any medical examiner or made by any medical examiner on my/our behalf, form the entire basis of the Insurance contract between me/us and Sovereign.
- (d) I/We acknowledge that my/our Adviser receives commission from Sovereign.
- (e) I/We acknowledge that I/we are signing on behalf of any children and declare that I/we have disclosed all health information, including any pre-existing conditions, for such children and ourselves.

#### Underwriting:

- (f) I/We will be bound by the standard conditions applicable to the proposed insurance upon Sovereign’s acceptance of this Application. I/We understand that if my/our Application requires underwriting, then special terms (including special conditions, premium loadings, exclusions or maximums) may be applied to my/our policy. 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. I/We will accept the special terms if I/we either make a premium payment after the policy free look period or agree to the special terms in writing.
- (g) I/We understand if additional information is required to process my/our Application, I/we may be telephoned by a Telephone Underwriter. The information that I/we provide to the Telephone Underwriter will form part of my/our Application.
- (h) I/We understand that if I/we do not consent to Sovereign collecting personal information on this Application and from the sources listed in paragraph (n), Sovereign may not be able to undertake a full underwriting assessment which may result in Sovereign declining to offer cover or offering cover on less favourable terms than I/we may otherwise be offered.
- (i) I/We understand that financial information may be required as part of the Illustration (quoting) process, and that if requested, information will form part of my/our Application.

#### Replacement policy:

- (j) I/We consent and give authority to Sovereign to cancel the policy/ies notified by me/us to Sovereign, and that are to be replaced by the policy issued under this Application. Such cancellation is to take effect as at the date of issue of the new/replacement policy.

#### Premiums:

- (k) I/We understand the insurance proposed in this Application shall not commence until this Application has been accepted by Sovereign and the initial premium or a completed Direct Debit Authority or premium payment direction (such as a Credit Card) has been received by Sovereign.
- (l) I/We authorise Sovereign to debit the nominated credit card account with the premiums payable for the insurance. Sovereign may debit the credit card account with an insurance premium even where there may be insufficient clear funds in the credit card account, but Sovereign shall not be obliged to do so. If there are insufficient funds but Sovereign debits the credit card Sovereign may also debit the credit card account with any applicable fees and charges. If the insurance premium cannot be recovered from me/us, then Sovereign may reverse the insurance premium payment resulting in the premiums being treated as not having been paid and Sovereign may be entitled to cancel the insurance in accordance with the insurance terms relating to non-payment of premiums.

**My personal information:**

- (m) I/We consent to the use of the personal information provided in this Application or obtained from any source indicated in paragraph (n) by Sovereign and/or any related companies (whether incorporated in New Zealand or elsewhere), their subsidiaries, their officers, their Advisers and reinsurers so that they can assess this Application, for the processing of this Application and administration of my/our insurance cover and any claims including assessing if I/we have met my/our duty of disclosure under this Application or any prior applications, for promotion of insurance and investment services to me/us and for market research purposes. I/We consent to my/our name and address being given to research/direct marketing firms engaged by Sovereign or its related companies to seek my/our views on products or services offered by Sovereign or its related companies. I/We understand that my/our personal information will be stored at Sovereign's head office, 74 Taharoto Road, Takapuna and by Sovereign's data storage providers, including cloud-based data storage providers (whether in New Zealand or elsewhere). I/We understand that Sovereign will take reasonable steps to keep such information secure. I/We understand that Sovereign may be required to disclose my/our personal information if disclosure is required by law, including laws of other jurisdictions, for example to government and regulatory authorities. I/We understand access to and correction of my/our personal information may be requested by me/us.
- (n) I/We consent and give authority to Sovereign 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 Sovereign 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:
  - Dentists • Advisers • Employers (whether current or not) • Medical laboratories • Hospitals (whether public or private) • Accident Compensation Corporation • Banks and other financial institutions • Accountants and other Financial Advisers • Insurers or reinsurers (whether public or private) • Counsellors, psychologists and therapists • Government departments, agencies, organisations and enterprises • Registered medical practitioners and specialists (which may include an entire copy of my/our medical file) • Any other person or organisation which Sovereign reasonably considers may hold information about me relevant to this Application, the administration of the insurance, or any claim made.
- (o) I/We understand that the supply of the information gathered from the above sources is voluntary and that Sovereign 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 my personal information will only be held for as long as is necessary to achieve the purpose for which it was collected or longer if required by law.
- (p) I/We understand that in collecting information that is relevant to this Application Sovereign may also receive/collect information that is not relevant to the assessment of this Application for insurance, or the assessment and administration of my claim and Sovereign will not use this non-relevant information for any purpose.
- (q) I/We consent to the release of my/our name/s and basic contact details to Business Mentors under my/our Business Continuity Benefit, if applicable.

**Insurance policy:**

- (r) The above answers have/have not been entered by me/us in this Application but they have been checked by me/us and no statement affecting this insurance has been made to any representative of Sovereign that is not recorded in this Application.
- (s) I/We acknowledge that the illustration attached to this Application forms part of the Application and sets out the insurance benefits I/we are applying for.
- (t) I/We have been advised that a Specimen Policy Document and the financial statements of Sovereign are available to me/us on request from Sovereign's head office.

**General:**

- (u) I/We understand that none of ASB Bank Limited or its subsidiaries, the Commonwealth Bank of Australia, or any other company in the Commonwealth Bank of Australia Group, or any of their directors, or any other person, guarantees Sovereign Assurance Company Limited or its subsidiaries, or any of the products issued by Sovereign Assurance Company Limited or its subsidiaries.

Please print full names of Life to be Assured		
Signature of Life to be Assured		Date / /
Name of Policy owner(s)		Date / /
Signature of Policy owner(s)		Date / /



**Payment details**

Payment method	<input type="checkbox"/> Direct Debit (Please fill in details below)	<input type="checkbox"/> Credit/Debit card (Please fill in details below)	<input type="checkbox"/> Cheque
Premium amount	\$ <input type="text"/>		Deposit enclosed \$ <input type="text"/>
Payment frequency	<input type="checkbox"/> Weekly	<input type="checkbox"/> Fortnightly	Please specify date of first regular payment e.g. 17th
	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	
Direct Debit details	<input type="checkbox"/> Half yearly	<input type="checkbox"/> Annually	Use existing Sovereign Direct Debit
	<input type="checkbox"/> I have read and understand the terms and conditions (see below)		
	<input type="checkbox"/> I am the account holder (if not, please complete separate Direct Debit form)		
Account details	Name of account <input type="text"/>		Authorisation code
	<input type="text"/>	<input type="text"/>	1 2 0 0 3 6 5
Credit/Debit card details	<input type="checkbox"/> Bank	<input type="checkbox"/> Branch number	<input type="checkbox"/> Account number
	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Suffix
	Account number <input type="text"/>		
Other payment types	<input type="checkbox"/> Annual cheque. Please make cheques payable to <b>Sovereign Services Limited</b> . Cheques should be marked 'not transferable' or 'account payee only'.		Expiry date <input type="text"/>
	Authorised signature <input type="text"/>	Date <input type="text"/>	

**Direct debit terms and conditions**

**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 two calendar days (but not more than two 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 ten calendar days before the first Direct Debit is drawn (but no more than two 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.

