



NON-ARM'S LENGTH MORTGAGE PRE-AUTHORIZED DEBIT AGREEMENT

Definitions:

"I", "We", "My", "Me", "Our", and "Us" refers to the Payor;
"FI" means Financial Institution;
"Payor" means the person(s) that pre-authorize the issuance of a PAD and whose account is to be debited with the amount of the PAD;
"Pre Authorized Debit" or "PAD" means a pre-authorized payment in paper, electronic, or other form drawn pursuant to a PAD agreement on an account of my choosing as Payor held by my FI;

Operation:

I/we understand and undertake that:
1) This authorization is for the benefit of Canadian Western Trust ("CWT") and my/our FI. My/Our FI agrees to process debits against my/our account in accordance with the rules of the Canadian Payments Association.
2) Giving this authorization to CWT is the same as giving it to my/our FI.
3) My/Our FI is not required to verify that the PAD conforms with my/our authorization.
4) My/Our FI is not required to verify that the purpose of payment to which this PAD relates has been fulfilled.
5) Revoking this authorization does not terminate any contract between CWT and me/us. My/Our authorization applies only to the method of payment and has no bearing otherwise on any contract;
6) Any personal information within this authorization required by my/our FI may be released to them.
7) I/We waive all notification rights knowing that I/We are entitled to receive notice from CWT no less than 5 calendar days in advance;
i. In the case of a fixed amount PAD, before the due date of the first PAD and every time there is a change; or
ii. In the case of a variable amount PAD, before every PAD.

The Account:

I/We confirm that:
1) All persons required to sign on my/our account with my/our FI have signed this agreement;
2) CWT will be informed in writing of any change to the account information provided herein at least 5 business days prior to the next scheduled payment date of the PAD.
Cancellation:
I/We may cancel this authorization by advising CWT in writing at least 5 days prior to the next date of the PAD. I/we may obtain a sample cancellation form or further information on my/our right to cancel this agreement at my/our FI or by visiting www.cdnpay.ca.

Dispute and Reimbursement:

I/We have certain recourse rights if a debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my/our recourse rights, I/we may contact my/our FI or visit www.cdnpay.ca. I/We may dispute a PAD and claim reimbursement if:
a) the PAD was not drawn in accordance with this Agreement; or,
b) the Agreement was revoked; or,
c) no Agreement exists between me/us and CWT.

If I/we am/are claiming a reimbursement, I/we must, within 90 calendar days of the date of posting of a Personal PAD (5 days in the case of Business PAD), complete a declaration to my/our FI that I/we have a claim for one of the reasons given in the preceding paragraph. In the case where the declared condition is "no Agreement exists between me/us and CWT", I/we may claim reimbursement within 90 calendar days after the posting date on my/our account statement which shows the improperly processed debit. Any claim relating to a PAD which is advanced after the expiry of the time in the preceding paragraph, is strictly a matter between me/us and CWT.

Section 1: Pre-Authorized Debit (PAD) Instructions

I/We authorize the processing of a Pre-Authorized Debit (PAD) through my/our bank account as detailed below:

_____	_____
Amount	First Payment Date

Borrower Name	
*re-payment will occur on the first day of each month	

Mortgage Account Number	

Section 2: Terms and Conditions

I/We agree to the terms and conditions of this agreement stated on this form.

_____	_____
Client Signature	Date
_____	_____
Co-Applicant Signature	Date

***Please attach a void cheque for the account from which payments are to be taken**

Please remit by mail or fax this completed form with a void cheque to the details below:

Canadian Western Trust
ATTN: Mortgage Department
Suite 300-750 Cambie St.
Vancouver BC V6B 0A2

Suite 300-750 Cambie Street Vancouver BC V6B 0A2
Tel: 604.685.2081 | Toll Free: 1.800.663.1124 | informationservices@cwt.ca | cwt.ca

