



**AUTHORIZATION FOR PRE-AUTHORIZED DEBIT PLAN  
NEW MORTGAGE LOAN**

The Pre-Authorized Debit Plan is an easy way to make your AGF Trust mortgage payments. Your permission is all that is required for AGF Trust to have your bank or financial institution withdraw the amount of your AGF Trust mortgage payment. To take advantage of the Pre-Authorized Debit Plan, simply complete the authorization form below. Please ensure that all persons with signing authority on your bank account read the attached Terms and Conditions and sign the authorization form. Once complete, please print and mail all pages to AGF Trust Company at the address indicated below, or fax it to 1-877-635-3387, along with a cheque marked "VOID".

**Mail to:** AGF Trust Company, One Toronto Street, P.O. Box 6, Toronto, Ontario, M5C 2V6  
**Attention:** Mortgage Administration Department

**PAYOR INFORMATION (PLEASE TYPE OR PRINT CLEARLY)**

AGF Trust Mortgage Number:
Payor(s) Name:
Address:
Telephone Number:
Type of Service: <input type="checkbox"/> Personal <input type="checkbox"/> Business

- Void cheque enclosed –**NOTE:** the name(s) on the cheque must match the name(s) on the AGF loan account
- Or, if you cannot provide a VOID cheque, please provide your account information below.

**PRE-AUTHORIZED DEBIT DETAILS**

I/We hereby authorize \_\_\_\_\_  
(Financial Institution) (Branch Address)

to debit my/our account: \_\_\_\_\_  
5-Digit Transit # Institution # Account #

as per the frequency, payment date and payment amount as set out in my mortgage loan agreement with AGF Trust.

Please read the following Terms and Conditions and complete your authorization by providing your name(s), signature(s) and the current date.

## AUTHORIZATION FOR CONSUMER PRE-AUTHORIZED DEBIT PLAN

### Terms & Conditions

1. In this Authorization, "I", "me" and "my" refers to each account holder who signs below. "Payee" refers to AGF Trust Company.
2. I agree to participate in this Pre-Authorized Debit Plan for personal/consumer or business purposes. I authorize the Payee and any successor or assignor of the Payee to draw a debit in paper, electronic or other form for the purpose of making payments with respect to one or more loans (a "PAD") from my account (the "Account") at the financial institution set out in the Authorization (the "Financial Institution") and I authorize the Financial Institution to honour and pay such debits. This Authorization is provided for the benefit of the Payee and my Financial Institution and is provided in consideration of my Financial Institution agreeing to process debits against my Account in accordance with the rules of the Canadian Payments Association. I agree that any direction I may provide to draw a PAD and any PAD drawn in accordance with this Authorization, shall be binding on me as if signed by me, and, in the case of paper debits, as if they were cheques signed by me.
3. I agree that AGF Trust will deduct Regularly Scheduled Payments (which may be a fixed amount, or a variable amount), from the account designated in this PAD Agreement form, at the payment frequency selected on my loan. I agree that AGF Trust can deduct one-time payment such as late interest, service fees and other charges from time to time, from my account (or add that one-time charge to my next Regularly Scheduled Payment), in accordance with the terms of my mortgage loan.
4. I may revoke or cancel this Authorization at any time by delivering a written notice of revocation to the Payee. This Authorization applies only to the method of payment and I agree that revocation of this Authorization does not terminate or otherwise have any bearing on any contract that exists between the Payee and me. I agree that I will provide cancellation notification to AGF Trust (at the address listed above), at least 10 business days before the next payment is scheduled. (To obtain a sample cancellation form, or for more information on your right to cancel a PAD agreement, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).)
5. I agree that my Financial Institution is not required to verify that any PAD has been drawn in accordance with this Authorization, including the amount, frequency and fulfillment of any purpose of any PAD.
6. I agree that delivery of this Authorization to the Payee constitutes delivery by me to my Financial Institution. I agree that the Payee may deliver this Authorization to the Payee's financial institution and agree to the disclosure of any personal information that may be contained in this Authorization to such financial institution or to others where necessary to carry out the transactions contemplated in this Authorization.
7. I understand that with respect to:
  - a. fixed amount PADs, if the payment amount is not set out in the Authorization that I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of the first PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
  - b. **variable amount PADs, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting; however, I waive the right to receive ten (10) calendar days notice as it may not be feasible for the Payee to do so given the time between the change and my next payment date; and**
  - c. **a PAD plan that provides for the issuance of a PAD in response to my direct action (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD for a full or partial payment on account of the mortgage or other debt, the ten (10) day notice period is waived.**



8. I may dispute a PAD by providing a signed declaration to my Financial Institution under the following conditions:
- a. the PAD was not drawn in accordance with this Authorization;
  - b. this Authorization was revoked; and
  - c. any notice required by section 7 was not received by me within the time prescribed.

I acknowledge that in order to obtain reimbursement from my Financial Institution for the amount of a disputed PAD, I must sign a declaration to the effect that either (a), (b) or (c) above took place and present it to my Financial Institution up to and including, but not later than, ninety (90) calendar days after the date on which the disputed PAD was posted to the Account. I acknowledge that, after this ninety (90) day period, I shall resolve any dispute regarding a PAD solely with the Payee, and that my Financial Institution shall have no liability to me respecting any such disputed PAD.

9. I have certain recourse rights if any debit does not comply with this agreement. For example, I 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 recourse rights, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
10. I certify that all information provided with respect to the Account is accurate and I agree to inform the Payee, in writing, of any change in the Account information provided in this Authorization at least ten (10) business days prior to the next due date of a PAD. In the event of any such change, this Authorization shall continue in respect of any new account to be used for PADs.
11. I warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Authorization below.
12. I understand and agree to the foregoing terms and conditions.
13. I agree to comply with the rules of the Canadian Payments Association or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and I agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.
14. It is the express wish of the parties that this Authorization and any related documents be drawn up and executed in English. Les parties conviennent que la présente autorisation et tous les documents s'y rattachant soient rédigés et signés en anglais.

Name of Borrower: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name of Borrower: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name of Borrower: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

