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## Deposit Bond Guarantors Statement

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### **WHAT IS A DEPOSIT BOND?**

A Deposit Bond is a bond or guarantee that acts as a substitute for a cash deposit between signing contracts and settling on a property. The bond guarantees that payment of all or part of the deposit will be made at the time of settlement and the value is capped at a maximum 10% of the purchase price of the property. The Insurer issues the Bond to the Vendor for all or part of the deposit required (up to a maximum of 10% of the purchase price)

At settlement the purchaser is required to pay the full purchase price including the deposit. If you default under the Contract of Sale and are required to forfeit the deposit, the Vendor can claim the Bond amount from the Insurers.

The Insurer will then recover the money from the Purchaser..

### **INFORMATION REQUIRED:**

**The Support Document link either emailed to you or on our website lists the support documents we require. Please print off the list and tick each item as your source, so we have the complete required set.**

**Non provision of documents will cause delays in the Deposit Bond being processed.**

### **Completing this document**

- Kindly ensure all fields are completed.
- Note the requirement to insert the Applicant(s) Name(s) in the second paragraph, Section 4, Page 4
- The Witness details and signature on Page 5 must be a 'third party'. Applicants and Guarantors can't witness each other's signature.

### **Privacy :**

We are committed to the confidentiality and privacy the applicants' personal information. Collection of any personal details will only be collected for the purpose of assessing this deposit bond application. Without this information we may not be in a position to issue the applicants a deposit bond. We also grant the applicant the opportunity to correct their personal information or obtain access to it.

### **Your Guarantee means:**

If the applicant for the deposit bond noted in this application defaults under the Contract of Sale the Vendor can claim the Bond amount from QBE Insurance (Australia) Limited ABN 78 003 191 035 (QBE). Once the deposit has been paid to the Vendor, QBE will then recover the deposit amount (plus any costs) from the applicant, and yourself.

**All correspondence and inquiries should be directed to:**

**Aussie Bonds Australia Pty Ltd (ABN 52 127 577 440)  
Reply Paid 90202 Concord West NSW 2138  
P: 1300 851 351 F: 1300 739 817 E: [bonds@aussiebonds.com.au](mailto:bonds@aussiebonds.com.au)**

## Section 1

Applicant/s  
Full Name

Applicant/s Name

Guarantor's Name

Guarantor Name

Address

Postcode

Employers Name

Annual Income

Date of Birth

Drivers Licence No.

Expiry Date:

/ /

/ /

Phone no. (W)

Fax no.

Mobile Number

( )

( )

## Section 2

General  
Questions

Are you (or the applicant) contributing other funds towards the purchase?

No  Yes

if "yes" please attach evidence of these funds (i.e. bank statement)

\$ \_\_\_\_\_

Are you or the applicant are in the process of applying for any other Deposit Bonds?

No  Yes IF YES please advise

Have you, or are you in the process of purchasing another property?

No  Yes IF YES please advise

Have you, or are you in the process of acting as a guarantor for any other property purchase?

No  Yes IF YES please advise

I the Guarantor, confirm that the information disclosed in this referral, which forms part of the Applicant's Aussie Deposit Bond Application, is true and correct.

No  Yes

I fully understand that QBE will have the right under the indemnity to recover from me any loss suffered by them under the Bond?

No  Yes

I authorise QBE to obtain from any credit provider and any credit provider to disclose to QBE General Insurance, any information required to assess my guarantee for this application for the Deposit Bond

No  Yes

I acknowledge that QBE has relied on this information in assessing the Application.

No  Yes

I have read and understood the Indemnity below.

No  Yes

### Section 3

#### Financial Information

LIABILITIES	Note	\$	ASSETS	Note	\$
Bank Overdraft	3		Cash	4	
Mortgages - Home	1		Property - Home	1	
- Other	1		- Investment	1	
Lease/Hire Purchase	2		Motor Vehicles	2	
Other Loans	2		Superannuation	4	
Credit Cards	3		Investments (shares etc)	4	
<b>Total Liabilities</b>			<b>Total Assets</b>		
<b>Net Worth (Total Assets less Total Liabilities)</b>					<b>\$</b>

**Full Disclosure of your total Assets and Liabilities must be made.**

**Note 1 Property ( Home, Investments etc)**

Mortgagee (Lender)	Address of property	Number of rooms & type	Property Value (\$)	Loan Balance (\$)

**Note 2 Loans (personal loans hire purchase, leases etc)**

Lender	Type of Loan	Amount Borrowed (\$)	Amount Owing (\$)

**Note 3 Bank and Credit Facilities (overdraft, credit cards etc)**

Mortgagee (Lender)	Details of facility	Limit (\$)	Balance (\$)

**Note 4 Investments (shares, term deposits, debentures, deposits etc)**

Type of Investment	Institution	Maturity	Amount (\$)

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**Aussie Bonds Australia Pty Ltd (ABN 52 127 577 440)  
 Reply Paid 90202 Concord West NSW 2138  
 P: 1300 851 351 F: 1300 739 817 E: bonds@aussiebonds.com.au**

## Section 4

### Indemnity

(Ensure to insert Applicant Name(s) on the line below)

**Please read this section carefully. If you are unsure you should ask your solicitor or legal representative to explain the Indemnity and its implications to you.**

I am / We are the Guarantor(s) for the Applicant(s) named in a Deposit Bond Application between \_\_\_\_\_ as Applicant(s) and QBE Insurance (Australia) Limited ABN 78 003 191 035 (QBE).

I have received independent legal advice regarding the Guarantee and Aussie Deposit Bond application referred to above.

Such independent legal advice included the advice that I/we charge any real estate that I/we now or hereafter own with the performance of my/our obligations and liabilities under the Guarantee and that QBE may at its discretion register a Caveat in respect of such charge on the said real estate.

After receiving that advice I/we have freely and voluntarily signed the Guarantee attached to the Deposit Bond Application.

AND I/WE MAKE THIS SOLEMN DECLARATION conscientiously believing the contents to be true and by virtue of the Oaths Act 1900.

I/we authorise QBE to obtain from the RTA or any government authority (including the Department of Immigration), bank, real estate agency or other individual company or body, any personal information in relation to the Applicant's or Guarantor's necessary to recover any monies due to QBE pursuant to this Deposit Bond.

In consideration of QBE issuing the Deposit Bond at the request of the Applicant(s) and the Guarantor, the Guarantor unconditionally and irrevocably guarantees to QBE the due and punctual payment of all monies owing by the Applicant(s) to QBE under or in connection with the Indemnity contained in this Application Form. The Guarantor must upon demand immediately pay QBE any such moneys not paid by the Applicant(s) on the due date.

The Guarantor hereby charges any real estate wherever situated the Guarantor now or hereafter owns with the performance of the Guarantor's obligations and liabilities under this Guarantee and acknowledges that QBE may at its discretion register a Caveat in respect of such Charge.

**Please read carefully before you sign. Each Applicant must sign.**

1. Giving information to a Credit Reporting Agency (Section 1, 8E(8)(c) Privacy Act 1988)

QBE has informed me that it may give certain personal information about me to a credit-reporting agency.

2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)

I/We agree that QBE may obtain information about me/us from a business, which provides information about the commercial creditworthiness of persons for the purpose of assessing my/our application for commercial credit.

3. Access to Consumer Credit Information (Section 18K(1)(b) Privacy Act 1988)

I/We agree that QBE may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for consumer credit.

4. Exchange of Credit Worthiness information (Section 18N, Privacy Act 1988)

I/We agree that QBE may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit-reporting agency for the following purposes;

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this credit facility when I am in default with other credit providers
- to assess my/our credit worthiness.

5. Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988)

I/we agree the QBE may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the applicant(s) [named in agreement]. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the application ceases.

I/We understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

6. Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988)

I/we agree that QBE may give to a person who is currently a guarantor, or whom I/we indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as a guarantor or to keep the guarantor informed about the guarantee. I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.

**I/We irrevocably authorise QBE Insurance (Australia) Limited ABN 78 003 191 035 (QBE) to serve the Guarantor's solicitor if service cannot be effected on me/us.**

Name of Guarantor	Name of Guarantor
Signature of the Guarantor	Signature of the Guarantor
In the presence of (Name of Witness)	In the presence of (Name of Witness)
Signature of Witness	Signature of Witness
Address of Witness	Postcode

## **PRIVACY STATEMENT**

This privacy statement describes the collection, use, storage and disclosure of your personal information by QBE Insurance (Australia) Limited ABN 78 003 191 035 (**QBE, we, us, our**).

### **Why does QBE collect information about you?**

QBE collects information about you to:

- process, assess and verify your application, including assessment of the risk we undertake;
- administer and manage the products or services we provide, including calculating premiums, responding to your queries and determining, assessing and verifying any entitlements and/or claims against your policy;
- provide you with information about other products or services that may be of benefit to you; and
- facilitate our internal business operations, including updating internal databases, conducting consumer satisfaction surveys, fulfilling regulatory and legal requirements and system testing.

If you do not provide the information sought by QBE from time to time, it may affect QBE's ability to provide you with and administer our products or services. You have a duty under insurance law to disclose all relevant information. Please refer to your application form for further details of this duty, and the consequences of not complying with it.

We may collect information about you from:

- your accountant or current or former employer;
- your insurance broker or other insurance representative;
- other insurance companies
- your banker or other financial institution
- insurance industry reference bodies and credit reporting agencies;
- government department(s);
- claims investigators; and
- our overseas or local related entities.

### **To whom may QBE disclose your personal information?**

QBE may disclose your information to our agents, consultants, auditors, contractors, contracted staff or service providers that provide financial, legal, administrative or other services such as:

- mailing houses, document and archiving service providers, financial institutions, lawyers, claims investigators and reinsurers;

- insurance industry reference bodies, such as the Insurance Reference Association of Australia (IRAA), Insurance Reference Services (IRS), Credit Reference Association of Australia (CRA) and industry complaint bodies;
- direct marketing companies;
- our local and overseas related entities who share access to our databases (as necessary only);
- government agencies including the Australian Taxation Office, as part of our regulatory or statutory obligations;
- where the law requires or permits us to do so (such as to law enforcement agencies);
- where we collect your information from someone else, or another entity then we may disclose any of your personal information to that person or entity; and
- your agent or with your consent.

### **Can I access and correct my information?**

You can request access at any time to personal information we hold about you. You may ask us at any time to correct this information where you believe it is incorrect or out of date.

No fee will be charged for an access request made to us. You may be charged the reasonable expenses incurred in giving you any information you have requested (such as searching and photocopying costs).

To access personal information we hold about you, or to obtain more information about your rights or our Privacy Policy, please contact QBE's Privacy Officer at:

**QBE Insurance (Australia) Limited**  
**ABN 78 003 191 035 (QBE)**

Shoemaker Building  
Sydney NSW 2000

Phone (02) 9375 4444  
Fax (02) 8227 8115

**By completing this application form you consent to QBE collecting, using, disclosing and handling personal information about you in accordance with this privacy statement, whether collected on the application form or any other form completed now or in the future.**

**You also agree that where you have supplied information (such as a name) about any other person, you will tell that other person that you have provided the information to us and show the person this document**