

# Deposit Power Guarantee Application

## Applicant Details *(print using black pen)*

**Applicant 1-** Mr, Mrs, Ms, Miss, Other ..... Name (in full): .....

Tel (home): (.....) ..... Tel (bus): (.....) ..... Driver's Licence No.: ..... Date of Birth: ...../...../.....

Residential Address: .....

**Applicant 2-** Mr, Mrs, Ms, Miss, Other ..... Name (in full): .....

Tel (home): (.....) ..... Tel (bus): (.....) ..... Driver's Licence No.: ..... Date of Birth: ...../...../.....

Residential Address: .....

**Company Applicant** (Company directors are to complete the above applicant information)

Company Name: ..... ABN \_\_\_\_\_

## Property Details *(attach copy of Contract of Sale)*

**Purchase type**  Auction  Private Treaty (if Private Treaty enter property details below)

Address (property to be purchased): .....

**Purchase Purpose**  Investment  Owner Occupier

**Property Type**  House  Unit  Land

**Purchase Price** \$ ..... **Maximum Amount of Guarantee Required** (maximum 10% of purchase price) \$ .....

## Term of Guarantee

6 Months  Greater than 6 months

Expected Settlement Date ...../...../.....

*Note: If date is more than 6 months from date of application, additional information will be required. Separate fees and conditions apply. Contact our helpline on 1800 678 979 for details.*

## Financial Information *(tick and state the relevant amount)*

Have you arranged finance for this purchase?

No  Yes *(attach a copy of your loan approval)* \$ .....

Have you sold your present property to assist with the purchase?

No  Yes *(attach a signed and dated copy of the Contract of Sale)* \$ ..... +

Are you contributing other funds toward the purchase?

No  Yes *(attach evidence of contribution (eg. bank statement, share certificates))* \$ ..... +

**Subtotal = \$ .....**

Do you have any outstanding mortgage/s on your present property?

No  Yes *(only applicable if selling this property or refinancing or repaying existing debt)* \$ ..... -

**Total (must be equal to or greater than purchase price) = \$ .....**

## Please send the Guarantee Certificate to:

Mr, Mrs, Ms, Miss, Other ..... Name (in full): .....

Company Name: .....

Postal Address: ..... State ..... Postcode .....

Tel No.: (.....) ..... Fax No 1.: (.....) ..... Fax No 2.: (.....) .....

## Payment Method *(tick and complete details)*

Fee Payable \$ .....  Money Order *(attach to application)* OR

Please debit my  Visa  MasterCard  Bankcard  Amex  Diners

Card No.: \_ \_ \_ / \_ \_ \_ / \_ \_ \_ / \_ \_ \_ Expiry Date: ...../.....

Cardholder's Name: ..... Cardholder's Signature: .....

*Note: The credit card must be issued in the name of one of the applicants. A partial refund may be applicable if the Guarantee is not used and returned within 30 days. Please see reverse or contact our Helpline for full details.*

**Deposit Power Helpline 1800 678 979 Fax 1800 678 914**

**Head Office** 465 Victoria Ave CHATSWOOD NSW 2067

**Mail** Locked Bag 7850 CHATSWOOD DC NSW 2057 **or** DX 29567 CHATSWOOD NSW **Internet** www.depositpower.com.au

# Privacy Statement

## Purpose of collection

We collect personal information (this is information or an opinion about a natural living person whose identity is apparent or can reasonably be ascertained from the information or opinion) from or about you for the purposes of: providing the Deposit Power Guarantee ("Guarantee") to you, evaluating your application for a Guarantee ("Application") and any request for a change to it or the Guarantee; providing, administering and managing the Guarantee following acceptance of an application; investigating or managing any claim in relation to the Guarantee.

The personal information collected may be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However, for sensitive information, the secondary purpose must be directly related to the purposes shown above.

## Disclosure

When necessary or incidental to the purposes shown above, we may disclose your personal information to and receive your personal information from other members of the group of companies to which we belong, your insurance intermediary or our agent, Government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, mailing houses, claims reference providers, other service providers, hospitals, medical and health professionals, legal and other professional advisers.

## Consequences if information is not provided

If you do not provide us with the information we reasonably request or require we will be unable to provide the Guarantee or manage any claim under it.

## Access

You can request access to the personal information by contacting us (Deposit Power Helpline 1800 678 979). In some circumstances we may not agree to allow you access to some or all of the personal information we hold about you such as when it is unlawful to give it to you. In such cases we will give you reasons for our decision.

This Privacy statement is issued by Vero Insurance Limited, 465 Victoria Avenue Chatswood 2067.

## Important Facts (Read carefully before completing this Application)

- You must answer all questions truthfully. Ambiguous or incomplete answers may jeopardise the approval of your application. We may ask you for further information relating to this Application.
- Vero Insurance Limited provides the benefit payable under the Guarantee. Any agent arranging a Guarantee on behalf of the Guarantor ("Agent") may receive a commission.
- You must read and understand the terms printed on the Guarantee as soon as it is issued to you. If you are not satisfied with the wording printed on the Guarantee ("Guarantee Wording") you must return the original unused Guarantee to Deposit power within 30 days of issue for a partial refund (see the section titled 'Refund' below). If you do not notify us within the 30 day period, you will be deemed to have accepted the Guarantee Wording.
- We recommend that you show the Application (including the Counter Indemnity), and the Guarantee Wording (including *Suggested Special Condition* for use in the Contract/Agreement for Sale of Land outside NSW) to your solicitor.
- The minimum fee payable for a short term guarantee is \$100.00.

## Refund

A partial refund may be provided by the Guarantor where the **original unused Guarantee** is returned to the Deposit Power within 30 days (of the date of issue). An administration fee will be retained by the Guarantor in all instances. **Please note** that a partial refund can only be provided where the **original unused Guarantee** is returned to the Deposit Power within 30 days of the date of issue.

## Counter Indemnity (Please read carefully)

Definitions applicable to this Counter Indemnity

- '**Guarantor**' means Vero Insurance Limited (ABN 48 005 297 807)
- '**Guarantee**' means the Deposit Power Guarantee to be issued by the Guarantor with respect to this application.

IN CONSIDERATION of the Guarantor issuing this Guarantee it is agreed as follows:

- The Applicant unconditionally and irrevocably indemnifies the Guarantor and shall keep the Guarantor indemnified against all actions, claims, demands, liabilities, losses, damages, costs, expenses or outgoings of whatever nature including legal costs on a full indemnity basis which the Guarantor may suffer, incur or sustain as a result of or in connection with or otherwise arising out of the Guarantee and if the Guarantor is called upon to make any payment under or in connection with the Guarantee, the Applicant shall forthwith pay the Guarantor the amount of such payment.

Guarantor:  
Vero Insurance Limited  
ABN 48 005 297 807  
Deposit Power® is a registered trademark of Vero Insurance Limited.

- The Guarantor is irrevocably authorised to pay immediately any amounts demanded from the Guarantor or which the Guarantor from time to time elects or becomes liable to pay under or in connection with the Guarantee without any reference to or further authority from the Applicant and without being under any duty to enquire whether any claims or demands on the Guarantor are properly made notwithstanding that the Applicant may dispute the validity of any such claim, demand or payment and the Applicant shall forthwith pay the Guarantor all amounts so paid.
- If the Applicant fails to pay any amount hereunder, the Guarantor shall be subrogated to the rights of the Applicant to seek recovery or relief against forfeiture of the Total Deposit referred to in the Guarantee and the Applicant hereby agrees upon the request of the Guarantor and at the cost of the Applicant to cooperate with and assist the Guarantor in seeking, in the name of the Applicant, such remedies or relief as the Applicant may be (or have been) entitled to claim and the Applicant hereby appoints the Guarantor (and each of its officers) to be its attorney, upon default by the Applicant, to make and prosecute any such claim in the name and according to the entitlement and circumstances of the Applicant. The Applicant agrees to ratify anything done by the attorney in accordance with this clause.
- Where there is more than one Applicant, an agreement or obligation on the part of the Applicant shall bind and extend to all of them jointly and each of them severally.

**All persons applying for the issue of a Guarantee must answer the questions below and this declaration must be signed by all parties who are making this Application. The Deposit Power Guarantee is not in force until this Application has been accepted by the Guarantor and the Deposit Power Guarantee has been issued.**

**Have you, the Applicant(s),** read and understood the Counter Indemnity which you have signed?  Yes  No

**Do you, the Applicant(s),** understand the Guarantor will have the right under the Counter Indemnity signed by you to recover from you any amount paid under the Guarantee?  Yes  No

**Do you, the Applicant(s),** acknowledge that the 'Important Facts' section contained in this Application was brought to your notice?  Yes  No

**Do you, the Applicant(s),** authorise the Guarantor to obtain from any credit provider, and do you authorise that credit provider to disclose to the Guarantor any report or information in its possession or control for the purpose of assessing your application for the Deposit Power Guarantee?  Yes  No

## I/we consent to:

- the use of personal information about me for the purposes shown in the Privacy Statement, and
- the disclosure of personal information about me/us to, and obtaining personal information from, other parties, including those shown in the Privacy Statement, for any of these purposes.

**If I/we** have disclosed personal information about any other person, I/we confirm that I/we am/are authorised to:

- disclose to you personal information about that person and to consent to its use for the purposes shown in the Privacy Statement, and
- consent to disclosure to, and obtaining of other personal information about that person from, other parties including those shown in the Privacy Statement, for any of these purposes.

## Applicant(s) (or Secretary/Director):

Full Name.....

Signature: ..... Date: ...../...../.....

Full Name .....

Signature: ..... Date: ...../...../.....

## In the Presence Of:

(Name of Witness).....

Address: .....

..... State: ..... Postcode: .....

Signature: ..... Date: ...../...../.....

**Note for Companies: An additional document will need to be completed. Please call 1800 678 979 for a copy of the Guarantee and Indemnity form.**  
For company applicants, specify the company trading name:

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