

To: Vero Insurance Limited ABN 48 005 297 807

Print Name

From: **Guarantor 1.**

Print Name

From: **Guarantor 3.**

Print Name

From: **Guarantor 2.**

Print Name

From: **Guarantor 4.**

- By signing this Guarantee and Indemnity, each Guarantor asks Vero Insurance Limited to issue the Deposit Guarantee.
- This Guarantee and Indemnity:
  - is given to Vero Insurance Limited in return for it agreeing to issue the Deposit Guarantee;
  - is unlimited, unconditional and irrevocable and shall remain in force until all the Moneys Guaranteed have been paid or satisfied in full; and
  - may be enforced against each Guarantor without Vero Insurance Limited first having to give notice to or make demand upon any Applicant.
- Each Guarantor jointly and severally guarantees to Vero Insurance Limited the timely payment of the Moneys Guaranteed and the timely performance of all obligations of each Applicant's Indemnity.
- As a principal obligation, each Guarantor jointly and severally indemnifies Vero Insurance Limited against any loss Vero Insurance Limited may suffer in connection with the Deposit Guarantee at any time because:
  - an Applicant fails to pay Vero Insurance Limited the Moneys Guaranteed or to perform its obligations under the Applicant's Indemnity;
  - Vero Insurance Limited is prevented from including or recovering an amount as part of the Moneys Guaranteed by the intervention of any rule of law or equity;
  - any payment to Vero Insurance Limited is, or is claimed to be, void or voidable or a preference;
  - the Applicant's Indemnity is void, voidable or unenforceable for any reason: or
  - of any other reason whatsoever.
- The obligations of each Guarantor and Vero Insurance Limited's rights under this Guarantee and Indemnity are not affected by anything that might otherwise affect them at law or in equity.
- Each Guarantor waives any rights which that Guarantor has as surety which at any time may be inconsistent with the provisions of this Guarantee and Indemnity or which would restrict Vero Insurance Limited's rights or remedies under it.
- Each Guarantor must pay Vero Insurance Limited for all costs and expenses (including legal costs on a full indemnity basis) Vero Insurance Limited incurs in the exercise or enforcement by Vero Insurance Limited of any power or remedy under the Deposit Guarantee and this Guarantee and Indemnity.
- Any payment under this Guarantee and Indemnity must be made on demand and in the manner notified by Vero Insurance Limited.
- Vero Insurance Limited can serve any document on a Guarantor by delivering it to the Address of the Guarantor shown in the Schedule or such other address as is notified in writing by the Guarantor to Vero Insurance Limited.
- In this Guarantee and Indemnity:
  - the obligations of each Guarantor under the indemnity in 4 are entirely separate from the obligations of each Guarantor under the guarantee in 3.
  - if there is more than one Guarantor, each is jointly and severally liable to Vero Insurance Limited under this Guarantee and Indemnity.
- Each Guarantor hereby charges all the Guarantor's current and future interests in real property in favour of Vero Insurance Limited to secure payment of all money the Guarantor owes, now or in the future, to Vero Insurance Limited under this Guarantee and Indemnity.
- The terms of this Guarantee and Indemnity bind each Guarantor both personally and as trustee of any trusts of which the Guarantor is trustee both presently and in the future.
- In this Guarantee and Indemnity:

**Applicant** means each person named as Applicant in the Schedule.  
**Applicant's Indemnity** means any indemnity or counter indemnity given by the Applicant to Vero Insurance Limited in connection with the Deposit Guarantee.

**Deposit Guarantee** means the deposit guarantee issued to the Applicant under the application in respect of which this Guarantee and Indemnity has been given.

**Guarantor** means each person named as Guarantor in the Schedule

**Moneys Guaranteed** means all moneys each Applicant owes Vero Insurance Limited, now or in the future, jointly or severally actually or contingently and for any reason, under the Applicant's Indemnity.

**Vero Insurance Limited** means Vero Insurance Limited Insurance Australia Limited ABN 48 005 297 807 and includes any person authorised by Vero Insurance Limited.

We, **Vero Insurance Limited** ("we / us / our"), may use personal information about you for the purpose of providing a Deposit Power Guarantee ("Guarantee") to you, evaluating your application for a Guarantee, assessing your credit worthiness, assessing any request for a variation to the Guarantee, administering and managing the Guarantee, investigating or managing any claim in relation to the guarantee and for direct marketing of products or services offered by us or by any organisation we are affiliated with or represent.

The information provided by you will be held by us. You can gain access to the information held about you by contacting us. We may not be able to provide you with all the information we have about you (for example if it is illegal for us to do so). If we cannot provide information to you, we will tell you why. You have the right to request not to receive direct marketing material.

You agree that we, and any other person or company who at any time provides or has any interest in the Guarantee can do any of the following at any time.

- Seek and use commercial and consumer credit information about you to assess an application for a Guarantee.
- Seek and use a credit report about you provided by a credit-reporting agency to collect any money owing by you to us.
- Seek from and use or give to a credit provider any information about your Guarantee, or your credit worthiness, credit standing, credit history or credit capacity. In particular, we may provide an opinion on you.
- Seek from and use or give, personal information and details of your Guarantee to any broker, referrer or intermediary involved in the introduction of you to us.
- Seek from and use, or give to any financial consultant, accountant, lawyer, or other adviser acting in connection with the Guarantee, Government body, loss assessor, claim investigator, reinsurer, other insurance companies, claims reference providers, other service providers, hospitals, medical and health professionals, any personal information, consumer or commercial credit information.
- Give to a credit reporting agency personal or commercial information about you. The information may include identity particulars; the fact that a Guarantee has been applied for and the amount; the fact that we have provided a Guarantee to you, any amount that is payable by you to us, advice that an amount is no longer due to us by you, that in our opinion you have committed a serious credit infringement; and the Guarantee provided to you by us has been paid or otherwise discharged.
- Provide information to any person who proposes to guarantee or has guaranteed payment of any debt owed to us by you.
- Disclose consumer credit information, commercial credit information, and personal information to any industry body, tribunal, or court or otherwise in connection with any complaint regarding the approval or management of your Deposit Power Application or agreement.
- Disclose personal information about you as required by law, or to organisations involved in providing the Guarantee, any associate or contractor of us, (including, for example, stationery printing houses, mail houses, lawyers, accountants), or people considering acquiring or taking an interest in our business, or assets.

If you do not provide personal information, we may not be able to provide you with a Guarantee.

**\*Please make sure all sections of this form are completed**

**\*Witnesses must be independent to the purchase.**

## A – Property to be purchased

## B – Guarantors

**Guarantor 1:** Name   
Address   
  
State  Post Code   
Drivers licence number   
Date of Birth  /  /   
Signed by the Guarantor in the presence of  
Name of witness (please print)   
On the date of  /  /   
Signature of Guarantor   
Signature of witness

**Guarantor 2:** Name   
Address   
  
State  Post Code   
Drivers licence number   
Date of Birth  /  /   
Signed by the Guarantor in the presence of  
Name of witness (please print)   
On the date of  /  /   
Signature of Guarantor   
Signature of witness

**Guarantor 3:** Name   
Address   
  
State  Post Code   
Drivers licence number   
Date of Birth  /  /   
Signed by the Guarantor in the presence of  
Name of witness (please print)   
On the date of  /  /   
Signature of Guarantor   
Signature of witness

**Guarantor 4:** Name   
Address   
  
State  Post Code   
Drivers licence number   
Date of Birth  /  /   
Signed by the Guarantor in the presence of  
Name of witness (please print)   
On the date of  /  /   
Signature of Guarantor   
Signature of witness

## C – Applicant Details

**Applicant 1:** Name   
Company Name (if applicable)   
Address   
  
State  Post Code   
**Applicant 3:** Name   
Company Name (if applicable)   
Address   
  
State  Post Code

**Applicant 2:** Name   
Company Name (if applicable)   
Address   
  
State  Post Code   
**Applicant 4:** Name   
Company Name (if applicable)   
Address   
  
State  Post Code