



# Deposit Bond Application (short form)

## Refund Policy

- A. If applicants decide not to proceed with the nominated Contract of Sale, which the Deposit Bond was issued for and, the Deposit Bond remains unused and is returned within 30 days from the date of issue, we will refund the bond fee, less our issue fee.
- B. If the Deposit Bond is issued as an 'open bond' (auction), there's no refund and the bond remains valid up to the Expiry Date. The deposit bond can be extended, if required.

**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.**

In consideration of QBE Insurance (Australia) Limited ABN 78 003 191 035 (QBE) issuing the Deposit Bond I/We unconditionally and irrevocably indemnify QBE against all actions, claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, administration and legal expenses) which QBE at any time suffers or incurs directly or indirectly under or in connection with the Deposit Bond; and must within 10 days of the demand by QBE, pay QBE any amount so indemnified.

I/We agree that, if I/We do not pay any amount demanded by QBE under the Indemnity when due, interest will accrue on that amount from the date it was payable until the day I/We pay it. Interest will accrue on a daily basis at either the 90 day Bank Bill Swap Reference Rate (at the time the claim is paid, rounded to two decimal places) plus a margin of 4% or a rate of 12% whichever is the greater, and will compound monthly and is payable on demand.

I/We understand that QBE must pay out under the Deposit Bond whether or not the Vendor is entitled to terminate the Contract for Sale or claim the Deposit or I/We have a dispute with the Vendor and that QBE may make such payment without reference to or further authority from me/us.

The law governing the Indemnity contained in this section is the law of the jurisdiction in which the Deposit Bond is issued.

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.

I/We and each Guarantor hereby charge any real estate wherever situated I/We now or hereafter own with the performance of my/our obligations and liabilities under the Deposit Bond and acknowledge that QBE may at its discretion register a Caveat in respect of such Charge.

Any signatory for a proprietary Company applicant shall be personally liable for the due performance of the Applicant's obligations as if the signatory was the Applicant.

**This declaration must be completed by the applicants.**

I/We fully understand that my/our obligations and liabilities under the Indemnity contained in this Application is/are joint and several. This means that QBE may take action against any one or more of us.	Yes	No
I/We fully understand that QBE will have the right under the Indemnity to recover from me/us any loss suffered by QBE under the Bond, and lodge a caveat against any real estate wherever situated.	Yes	No
I/We authorise QBE to obtain from any credit provider and any credit provider to disclose to QBE, any information required to assess my/our application for the Deposit Bond.	Yes	No
I/We have consulted, sought advice from or engaged the services of a solicitor or legal representative before signing this Application	Yes	No
I/We have read and understood the Indemnity.	Yes	No
I/We understand this Deposit Bond application relies on information provided by the Applicants in the Loan Application.	Yes	No
I/We confirm the information contained in the Loan Application is true and correct and can be relied upon for this Deposit Bond Application	Yes	No
I/We confirm that there are 'defaults' recorded on our credit records (If answered 'Yes', please provide an explanation by covering email or letter)	Yes	No

**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.

**All correspondence and inquiries should be directed to:**  
**Aussie Bonds Australia Pty Ltd (ABN 52 127 577 440)**  
**Acting on behalf of QBE Insurance (Australia) Limited**  
**Reply Paid 88713 St Leonards NSW 1590**  
**P: 1300 851 351 F: 1300 739 817 E: bonds@aussiebonds.com.au "**

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 that 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 Applicant's solicitor if service cannot be effected on me/us.**

Full Name of Applicant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Postal code: \_\_\_\_\_

Contact Details: Phone(Home): \_\_\_\_\_ Phone(Work): \_\_\_\_\_

Mobile : \_\_\_\_\_ Email : \_\_\_\_\_

Bond to be mailed to: Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postal code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

Guaranteed Amount: \$ \_\_\_\_\_ Deposit Bond Term: \_\_\_\_\_ months

Deposit Bond Fee: \$ \_\_\_\_\_

**Credit Card Payment Details (Please Note: loading payable for credit card transactions is in addition to the Deposit Bond fee.**

Number: \_\_\_\_\_ Expiry: \_\_\_\_\_ / \_\_\_\_\_ CSV: \_\_\_\_\_

Card Type: Visa MasterCard Amex/JCB Diners

Name of cardholder: \_\_\_\_\_

Signature of cardholder: \_\_\_\_\_

(Only requires a signature if the credit cardholder is different to the Applicants)

...been disclosed in our quote...

**Introducers: (direct applicants ignore)**

I/We confirm that we have obtained unconditional approval for a loan from the following bank or financial institution and attach a copy of the loan approval and copy of the signed and dated Contract of Sale.

Introducers Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_



Purchase with unconditional finance approved - can be subject to valuation, but no other significant conditions

In addition to the Application Form, we require:

1. A copy of the front page of the Contract of Purchase so we can identify the Vendor, Purchaser and Property, Settlement Date, plus any Special Conditions.
2. A full copy of the unconditional confirmation of finance.
3. A copy of photo ID, preferably a driver's licence, if not a passport, for each applicant.

Please note that:

- A. A \$110 reissue fee applies if the Deposit Bond is issued based on incorrect information
- B. We can't accept any applications where white out has been used to make the correction – best to hand alter and initials any changes
- C. Witnesses (a person over 18yrs old) attesting to any applicant/guarantor's signature must be a third party (can't be one of the applicants or guarantors)
- D. We can receive the Application Form and required supporting documents via email ([bonds@aussiebonds.com.au](mailto:bonds@aussiebonds.com.au)) or by fax (1300 739 817) to process and issue the Deposit Bond

Once we have complete documentation (AEST) and payment, we can normally issue the Deposit Bond within an hour or so.

Please refer to our website for contact details during and after business hours.



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Afterhours: 0498 888 333 / 0498 888 555

[www.aussiedepositbonds.com.au](http://www.aussiedepositbonds.com.au)

## Indemnity Terms

If you are unsure you should ask your solicitor or legal representative to explain the Indemnity and its implications to you. In consideration of QBE Insurance (Australia) Limited ABN 78 003 191 035 (QBE) issuing the Deposit Bond I/We unconditionally and irrevocably indemnify QBE against all actions, claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, administration and legal expenses) which QBE at any time suffers or incurs directly or indirectly under or in connection with the Deposit Bond; and must within 10 days of the demand by QBE, pay QBE any amount so indemnified.

I/We agree that, if I/We do not pay any amount demanded by QBE under the Indemnity when due, interest will accrue on that amount from the date it was payable until the day I/We pay it. Interest will accrue on a daily basis at either the 90 day Bank Bill Swap Reference Rate (at the time the claim is paid, rounded to two decimal places) plus a margin of 4% or a rate of 12% whichever is the greater, and will compound monthly and is payable on demand.

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If you get stuck, call 1300 851 351 during 'business hours' and for 'after hours' support, call Kerry (0498 888 333), Andrew (0498 888 555).



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## Applicant/s Statement

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  - 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 that 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.

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## 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), Veda Advantage formerly Credit Reference Association of Australia (CRAA) 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)**  
Level 5, 2 Park Street  
Sydney, NSW 2000  
Tel: +61 2 9375 4444

**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.**