

Issued by: QBE Insurance (Australia) Limited
ABN 78 003 191 035

Introducer:	Contact Name:	Phone Number:
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All guarantors must complete the following sections

Guarantor 1 - Personal Details

Title	Surname	Given Names			
<input type="text"/>	<input type="text"/>	<input type="text"/>			
M/F	Date of Birth	No of Dependants	Ages	Driver's Licence No.	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Current Address		Suburb	State	Postcode	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Previous Address (if less than 3 years)		Suburb	State	Postcode	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Are you:					
<input type="checkbox"/>	A home owner?	<input type="checkbox"/>	Living with relatives?	<input type="checkbox"/>	Renting? Rent amount of \$ <input type="text"/> per week
Home Telephone		Work Telephone	Mobile	Email	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Occupation		Employer			
<input type="text"/>		<input type="text"/>			
Self-employed (Y/N)	<input type="checkbox"/>	Length of employment	<input type="text"/>	Annual Income	\$ <input type="text"/>
Have you ever been bankrupt? (Y/N)	<input type="checkbox"/>	Are you a permanent resident of Australia? (Y/N)	<input type="checkbox"/>		

Guarantor 2 - Personal Details

Title	Surname	Given Names			
<input type="text"/>	<input type="text"/>	<input type="text"/>			
M/F	Date of Birth	No of Dependants	Ages	Driver's Licence No.	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Current Address		Suburb	State	Postcode	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Previous Address (if less than 3 years)		Suburb	State	Postcode	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Are you:					
<input type="checkbox"/>	A home owner?	<input type="checkbox"/>	Living with relatives?	<input type="checkbox"/>	Renting? Rent Amount of \$ <input type="text"/> per week
Home Telephone		Work Telephone	Mobile	Email	
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	
Occupation		Employer			
<input type="text"/>		<input type="text"/>			
Self-employed (Y/N)	<input type="checkbox"/>	Length of employment	<input type="text"/>	Annual Income	\$ <input type="text"/>
Have you ever been bankrupt? (Y/N)	<input type="checkbox"/>	Are you a permanent resident of Australia? (Y/N)	<input type="checkbox"/>		

All guarantors must complete this section

Statement of Assets & Liabilities

Assets

Property:	Monthly Rental Income	Market Value
Property 1	\$	\$
Property 2	\$	\$
Property 3	\$	\$

* If more than 3 properties, please attach a separate schedule.

Cash / Savings accounts:

Bank / Financial Institution	Amount	\$
Bank / Financial Institution	Amount	\$

Shares:

Company	Value	\$
Company	Value	\$

Motor Vehicles:	Type	Value	
Motor Vehicles:	Type	Value	\$

Other Assets:	Type	Value	\$
Other Assets:	Type	Value	\$

Total Assets \$

Liabilities

Mortgages:	Lender	Monthly Repayment	Balance
Property 1		\$	\$
Property 2		\$	\$
Property 3		\$	\$

Other Loans (personal loans, leases, hire purchase etc):

		\$	\$
		\$	\$

Credit Cards:

Card Issuer	Credit Limit	Monthly Repayment	Balance
	\$	\$	\$
	\$	\$	\$

Contingent Liabilities (guarantees, unpaid tax etc):

Type of Liability	To whom are you liable	Maximum Liability	Balance
		\$	\$

Total Liabilities \$

Net Worth \$

All guarantors must complete the following sections

Applicant and Property Details

Applicant(s) Name(s)		Development Name		
<input type="text"/>		<input type="text"/>		
Address of Property to be purchased		Suburb	State	Postcode
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
Deposit Bond Amount	\$ <input type="text"/>	Deposit Bond Term	<input type="text"/>	months

Terms and Conditions of Guarantee

Details for the Guarantee

For the purposes of this Guarantee:

- "QBE" means QBE Insurance (Australia) Limited ABN 78 003 191 035, 82 Pitt Street Sydney NSW 2000, and assigns of QBE
- "Applicant" means the person referred to in the section titled "Applicant and Property Details" of this Guarantee, and if more than one person is named then all of those persons jointly and each of them severally
- "Application" means the application made by the Applicants to QBE through DA for a deposit bond, and includes the Counter Indemnity Agreement included in the Application
- "Deposit Access" means Deposit Access Pty Ltd ABN 60 091 487 553 ("DA") of Suite 1503, Level 15, 101 Grafton Street, Bondi Junction NSW 2022 and includes the successors and assigns of DA
- "Guarantee" means the guarantee and indemnity set out in this Guarantee and Indemnity Form and includes all of the information and matters set out therein
- "you", "your", "I/we", "me/us" and "my/our" means the guarantors referred to in this application, and if there is more than one guarantor it is a reference to all of them jointly and each of them severally

Request by the Guarantors to QBE

I/We request QBE through DA to provide the Applicant with a Deposit Bond for the Deposit Bond Amount requested in the Application and in consideration for the provision of the Deposit Bond hereby agree to all of the terms and conditions set out in this Guarantee.

Additional Matters

I/We warrant and represent that all of the information and materials provided to QBE and DA in this Guarantee are true and correct. If there is any material change in that information from the time it was provided and before the Deposit Bond is issued I/we shall immediately advise DA of the change. QBE may at its option revoke any approval provided if there is any material change.

If a Deposit Bond is provided to the Applicant, I/We:

- acknowledge that this Guarantee will be automatically binding upon me/us
- acknowledge and agree that QBE must pay out under the Deposit Bond irrespective of whether:
 - the vendor is entitled to terminate the contract for sale for the property
 - the vendor is entitled to claim the deposit under the contract for sale for the property
 - the Applicant has a dispute with the vendor of the property
- acknowledge and agree that QBE may pay out under the Deposit Bond without reference to, and without the need for any authority from, the Applicant and/or me/us.

The Guarantee and Indemnity provisions

1. I/We agree to pay QBE all amounts on any account whatsoever which are or may become owing to QBE by the Applicant at any time pursuant to or arising out of or in connection with the Application.
2. As a separate and additional obligation, I/we indemnify QBE against any and all losses which may be suffered or incurred by QBE as a result of the failure by the Applicant to comply with the terms and conditions set out in the Application or if for any reason whatsoever the amounts guaranteed pursuant to this Guarantee become irrecoverable from the Applicant (for reasons including without limitation, the lack of capacity of the Applicant or the Application being held void in whole or in part as against the Applicant, irrespective of whether QBE was aware of the difficulties with the Application and/or the Applicant).
3. This Guarantee shall be a continuing guarantee and indemnity for the purpose of securing the whole of the amount guaranteed pursuant to this Guarantee and any other moneys payable by me/us pursuant to this Guarantee.
4. QBE may enforce this Guarantee against me/us without first having to issue any demand or take any enforcement action against the Applicant or any other persons who may have provided security or another guarantee and indemnity in respect of the obligations of the Applicant to QBE pursuant to the Application.
5. This Guarantee shall not be affected or prejudiced by, nor shall the rights of QBE against me/us be affected by, any matter or event that may occur, even if that matter or event would ordinarily have the effect of releasing me/us from liability. Without in any way limiting the generality of the foregoing, examples of matter or events include:
 - (a) the bankruptcy, winding up or appointment of an external administrator to the Applicant or any other guarantor of the same amounts guaranteed pursuant to this Guarantee, or any other arrangement made by the Applicant with any or all of its creditors, including QBE;
 - (b) QBE granting time or any other indulgence to the Applicant or any other party who may be or becomes liable to pay the same amounts guaranteed pursuant to this Guarantee, or otherwise compounding or compromising with any party all or any part of the amount guaranteed pursuant to this Guarantee;
 - (c) the fact that QBE is unable or unwilling to enforce any other security or guarantee and indemnity held in respect of the same amounts guaranteed pursuant to this Guarantee;
 - (d) the transfer by QBE of the rights and obligations arising under the Application or this Guarantee to any third party or parties;
 - (e) any variation, modification or novation of the terms of the Application, irrespective of whether such variation, modification or novation occurred with or without the knowledge and/or consent of me/us;
 - (f) any release by QBE of any security held from any party, or the release of any other guarantor of the obligations of the Applicant to QBE;
 - (g) any defect in the Application, the Deposit Bond or any other guarantee and indemnity from a third party or any other security held from a third party which may render the same unenforceable;
 - (h) the failure of QBE to obtain or perfect any other guarantee and indemnity or security obtained from any other third party; or
 - (i) any delays by QBE in enforcing its rights pursuant to the Application, this Guarantee or any other security or guarantee held in respect of the same amounts guaranteed pursuant to this Guarantee.

6. I/We expressly agree that:
- my/our liability under this Guarantee shall not be discharged by payment of the whole or part of the amount guaranteed pursuant to this Guarantee if QBE is at any time subsequent to the receipt of that payment required to disgorge or repay any payment so received or if the payment received is by way of cheque and proceeds of that cheque are not met upon presentation; and
 - as long as there are amounts which are or may become payable pursuant to this Guarantee, I/we shall not seek to make any claim against the Applicant or the estate of the Applicant or any other guarantor or estate of another guarantor, or in any way compete with any claim of QBE against the Applicant or any other guarantor of the obligations of the Applicant pursuant to the Application.
7. Any demand or notice issued by QBE pursuant to this Guarantee may be signed by an officer of QBE or DA or any solicitor of QBE or DA on behalf of QBE or DA, and may be served upon me/us personally, or by forwarding same by pre-paid mail to the address noted in this Guarantee, or such other address as I/we may have advised QBE in writing. Any demand or notice served by pre-paid mail shall be deemed to have been served two business days after the date of posting, irrespective of whether the demand or notice is received by me/us.
8. A certificate signed by a manager of QBE stating the amount due and owing pursuant to this Guarantee shall in the absence of manifest error be prima facie evidence of the facts stated therein.
9. As further security for my/our obligations under this Guarantee,
- I/we agree that upon QBE
 - making a written demand under this Guarantee; or
 - notifying me/us in writing that it considers there has been a material adverse change in my/our financial position and/or the financial position of the Applicant or that it considers I/we will not be able at any future time to perform the terms and conditions set out in this Guarantee and/or the Applicant will not be able at any future time to perform the terms and conditions set out in the Application then I/we as and from the date of the written demand or notification (as the case may be) charge as security for each amount demanded or which may become due and owing under this Guarantee all of my/our present and future real and personal property (whether held solely or jointly with any other party)
 - irrevocably appoint QBE as my/our attorney and agent to:
 - do anything which I/we can do as the owner of my/our real and personal property;
 - sign any documents on my/our behalf of any nature to perfect the creation of the charge contemplated under this Guarantee or for the purpose of registering any such charge (as may be required)
 and I/we hereby ratify and confirm any and all acts that QBE carries out as my/our agent and/or attorney pursuant to this authority and power of attorney
 - confirm that any charge over real property created in favour of QBE under this Guarantee creates an equitable interest in favour of QBE in any present or future real property I/we own (whether solely or jointly with any other party) and I/we irrevocably authorise QBE to lodge and/or maintain a caveat over any such property.
10. I/We shall pay all costs, charges and expenses that may be incurred by QBE in enforcing or taking any action pursuant to this Guarantee and/or the Application.
11. This Guarantee shall be binding upon my/our successors, executors and administrators. QBE may without notice to me/us assign its rights and interests in this Guarantee to any third party.

The law governing this Guarantee is the law of the jurisdiction in which the property referred to in the Application is situated.

Signing and Acknowledgements

I/we acknowledge and agree that I/we:

- have read and understand this Guarantee;
- understand the extent of the Applicant's current and proposed commitments to QBE; and
- have obtained such legal and financial advice as I/we consider necessary to appreciate my/our legal obligations under this Guarantee and the risks involved in giving a guarantee and indemnity in respect of the obligations of the Applicant to QBE.

This Guarantee is executed as a deed.

Signed, sealed and delivered by **Guarantor 1**

Name

Signature

Date

Signed, sealed and delivered by **Guarantor 2**

Name

Signature

Date

Privacy Policy & Authorisation to Access Consumer Credit Information

Our Privacy Policy

We are committed to safeguarding your privacy and the confidentiality of your personal information. We or our authorised agent will only collect personal information from you, which is relevant to your Guarantee and the application for a deposit bond and use it in a way you would reasonably expect. Without this personal information we may not be able to issue the Applicant with a deposit bond.

In addition we will:

- Give you the opportunity to correct your personal information, or to obtain access to it (some restrictions and costs may apply).
- Provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

Further information can be obtained by contacting our Compliance manager on 902) 9375-4656; Fax (02) 9221 1330 or email to compliance.manager@qbe.com

Deposit Access Pty Ltd ABN 60 091 487 553 acts as the agent for QBE Insurance (Australia) Limited ABN 78 003 191 035 and both entities are covered by the Privacy Act 1988 and its 2000 Amendment ('the Act'). Please ensure that you familiarise yourself with our Privacy Policy.

Notice of Disclosure of your credit information to a credit reporting agency (Privacy Act 1988)

QBE, or its authorised agent, may give information about you to a credit reporting agency for the following purposes:

- To obtain a consumer credit report about you, and/or
- Allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- Identity particulars, your name, sex, address, date of birth, name of employer, and driver's licence number
- Your application for credit, the amount applied for
- The fact that QBE, or its authorised agent is a current credit provider to you
- Information that, in the opinion of QBE, or its authorised agent, you have committed a serious credit infringement
- The credit provided to you by QBE, or its authorised agent, has been paid or otherwise discharged

I/We understand that this information maybe given before, during or after the provision of credit. QBE, or its authorised agent has informed me that it may give certain personal information about me to a credit reporting agency.

I/We agree that QBE, or its authorised agent, may obtain information about me/us from a business, which provides information about the commercial credit worthiness of persons for the purposes of assessing my/our application for consumer credit.

I/We agree that QBE, or its authorised agent, 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 loan where I am in default with other credit providers
- To exchange my/our credit worthiness

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

I/We agree that QBE, or its authorised agent, may contact my employer, accountant or any other relevant party to obtain information, including confirmation of income and employment history, for the purposes of assessing and reviewing my/our application for the Deposit Bond.

Guarantor 1

Name

Signature

Date

Guarantor 2

Name

Signature

Date

Checklist of Information Required

Income Confirmation

PAYE Applicants - min 2 types

Letter of Employment
2 Most Recent Pay Slips
Latest Group Certificate
Latest Tax Return & Assessment Notice

Self-employed – Proof of Income

Copies of last two years Personal Tax return including Financial Statements
Copies of last two years Company Tax return including Financial Statements

Existing Rental Properties

Most recent rental statement for all investment properties showing weekly rent

Identification

Clear copy of Driver's Licence **or**;
Form of identification including name, date of birth and current address **plus**;
Current Passport **or**;
Supplementary form of identification including signature

Proof of Assets

Rates Notices on properties owned
Most recent Statement of Funds on Deposit – if applicable
Copy of Shareholding Statements – if applicable

Proof of Liabilities

Most recent mortgage statements with minimum 3 months transaction history
Other financial commitments (if any)