

# Application Form - Individuals & Companies Purchasing Between 7-48 Months

## Section 1 - General Information

Helpline 1800 678 979

Applicant surname(s) / company name

- A. Which Australian state or territory is the purchase property located in?
- B. Which of the following best describes the applicants?  
Individual(s)  Company  (For Trust or SMSF applications, please use the online calculator to generate an application form)
- C. Which best describes the property being purchased?  
Existing Home/Unit  House Under Construction  Off The Plan Unit  Vacant Land  Commercial Property
- D. When is settlement expected to occur on the property being purchased?  dd/mm/yy (leave blank for auction)
- E. Purchase Price/Maximum Bid
- F. Deposit Guarantee amount required? (max 10% of the purchase price)  Fee Amount

## Section 2 – Your Details (point of contact)

- A. Your name
- B. Email address  Phone Number

## Section 3 – Applicant (Company) Details \*\*\*Skip if Applicant is not a Company\*\*\*

- A. Company Name
- B. ACN/ABN
- C. Registered Address  State  Postcode

**Note:** In addition to this application form, all company directors will need to complete a Guarantee & Indemnity form which can be obtained at [www.depositpower.com.au](http://www.depositpower.com.au) in the forms section. Alternatively a Guarantee and Indemnity form prepopulated with the company directors details will be generated for you if this application is submitted using the online application system on our website.

## Section 4 – Applicant / Company Director Details (complete additional form where more than 2 applicants / directors are required)

### Applicant / Company Director 1

- A. Title  Full name
- B. Is this Individual a Permanent Australian resident and currently residing in Australia? Yes  No
- C. Date of birth  dd/mm/yy
- D. Does this individual have a Drivers Licence  Passport  neither  (proceed to question F)
- E. DL/Passport number  Issue date  Expiry Date
- F. Contact Number  (mobile preferred)
- G. Email address
- H. Residential address  State  Postcode

### Applicant / Company Director 2

- A. Title  Full name
- B. Is this Individual a Permanent Australian resident and currently residing in Australia? Yes  No
- C. Date of birth  dd/mm/yy
- D. Does this individual have a Drivers Licence  Passport  neither  (proceed to question F)
- E. DL/Passport number  Issue date (if known)  Expiry Date
- F. Contact Number  (mobile preferred)
- G. Email address
- H. Residential address  State  Postcode

Please provide the following information on all assets and liabilities belonging to any of the applicants, including those that are part owned.

**Property Assets**

Property Address	Estimated Value	Loan Limit	Loan Balance	Lender

**Personal Investments** - Cheque, Savings, Term Deposits, other accounts and publicly listed shares

Description	Institution	Present Value

**Other Debts/Liabilities** - Credit Cards, Store Cards, Unsecured Overdrafts, etc.

Description	Institution	Debt Limit	Amount Owing

**Applicant / Director 1 Signature**  **Date**   
**Applicant / Director 2 Signature**  **Date**



**By signing this document you consent to us (CBL Insurance Limited NZCN 27582 and Deposit Power Pty Ltd ABN 49 160 226 442) and some other entities collecting, using, holding and disclosing personal and credit information about you. You can find out more about how we deal with your privacy by viewing our privacy policy at [www.depositpower.com.au/dpg/privacypolicy](http://www.depositpower.com.au/dpg/privacypolicy). If you do not provide us with this consent or provide us with your personal information we may not be able to provide you with a guarantee or provide other services.**

We may collect, use, hold and disclose personal and credit information about you for the purposes of arranging or providing the our guarantee products to you, managing and administering that guarantee, investigating or managing any claim in relation to the guarantee, direct marketing of products and services by us and managing our relationship with you.

Credit information includes the type and amount of credit provided to you, default information (including overdue payments) and court information. Personal information includes any information from which your identity is apparent.

You may gain access to the personal information that we hold about you by contacting us. A copy of our privacy policy can be obtained at [www.depositpower.com.au/dpg/privacypolicy](http://www.depositpower.com.au/dpg/privacypolicy) or by contacting us on 1800 678 979. Our privacy policy contains information about how you may access or seek correction of your personal information and credit information, how we manage that information and our complaints process. It also contains information on 'notifiable matters' including things such as the information we use to assess your creditworthiness, what happens if you fail to meet your credit obligations or commit a serious credit infringement, your right to request that credit reporting bodies (CRBs) not use your credit information for the purposes of pre-screening credit offers, and your right to request a CRB not to use or disclose credit information about you if you believe you are a victim of fraud.

**Consumer and commercial credit information**

We may exchange your commercial and consumer credit information with entities listed below to assess an application for consumer or commercial credit and manage that credit. In particular, we can obtain credit information about you from a CRB providing both consumer and commercial credit information.

**Exchange information with credit providers**

We may exchange your personal and credit information with credit providers for the purposes of assessing your creditworthiness, credit standing, and credit history or credit capacity.

**Exchange information with guarantors**

We may exchange your personal and credit information with any person who proposes to guarantee or has guaranteed payment of any debt owed to us by you of any products we have provided to you.

**Exchange information**

We may exchange personal and credit information with the following types of entities, some of which may be located overseas including New Zealand.

Please see our privacy policy for more information.

- Finance brokers, mortgage managers, and persons who assist us to provide our products to you
- Financial consultants, accountants, lawyers and advisers

- Any industry body, tribunal, court or otherwise in connection with any complaint regarding the approval or management of your loan – for example if a complaint is lodged about us or the lender
- Loss assessors, claims investigators, reinsurers or other insurance companies
- Any person where we are required by law to do so
- Any of our associates, related entities or contractors
- Your referees, such as your employer, to verify information you have provided
- Any person considering acquiring an interest in our business or assets
- Any organisation providing online verification of your identity

**Customer identification**

We may disclose personal information about you to an organisation providing verification of your identity, including on-line verification of your identity.

We may exchange your personal and credit information with the following credit reporting bodies:  
Veda Advantage Ltd - [veda.com.au](http://veda.com.au)  
Dun & Bradstreet (Australia) Pty Ltd - [dnb.com.au](http://dnb.com.au)  
Experian - [experian.com.au](http://experian.com.au)

**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.
- CBL Insurance Ltd provides the benefit payable under the Guarantee. Any agent arranging a Guarantee on behalf of the Guarantor 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 Policy' 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 long term guarantee is \$700.00.

**Refund Policy**

Refunds will only be provided where:

- The Guarantee has not been used and the original document has been returned to the Guarantor (or our Agent) within **30 days** of the date of issue. An administration fee of \$700.00 will be retained.

**Fee Rebate**

In the event a property settles more than 6 months prior to the expiration date of the Guarantee, the Applicant can apply for a fee rebate. To apply for a rebate the Applicant must return the original Guarantee with a covering letter from either the Applicant's or vendor's solicitor confirming the date the property settled. In order to qualify for a fee rebate, both the original Guarantee and solicitor's letter must be received by Deposit Power 6 months prior to the expiry date of the Guarantee. The rebate is based on the date the Guarantee was issued and subsequently received by Deposit Power.

Definitions applicable to this Counter Indemnity

1. 'Guarantor' means CBL Insurance Ltd.
2. '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:

1. Each 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 or the Applicant's default under this agreement.
2. 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.
3. Upon the Guarantor making any payment under or in connection with the Guarantee, the Applicant shall immediately owe the Guarantor the amount of such payment ("Debt").
4. The Applicant may defer payment of the Debt to the Guarantor for no more than ten (10) days.
5. 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 Deposit Amount 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.
6. The applicant hereby charges all the Applicants current and future interests in any real property in favour of the Guarantor and appoints the Guarantor as it's attorney to secure payment of the debt.
7. The terms of this agreement bind the Applicant both personally and as trustee of any trusts of which the Applicant is trustee both presently and in the future.
8. The Guarantor may serve any document on the Applicant by delivering the document to the Residential Address of the Applicant shown in this Application, or such other address as is notified in writing by the Applicant to the Guarantor.
9. 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 Applicants must answer the questions below and this declaration must be signed by all Applicants. 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?** 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 and disclosure of personal information about me in connection with the purposes shown in the Privacy Consent detailed on the previous page.

**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 Consent detailed on the previous page, and
- consent to disclosure to, and obtaining of other personal information about that person from, other parties including those shown in the Privacy Consent, for any of these purposes.

**I/we authorise the Guarantor to obtain from any government authority, bank, real estate agency, or other individual company or body, any personal information in relation to the Applicant, necessary to recover any monies due to the Guarantor.**

**Applicant (or Director) 1:**

Full name   
Signature  Date  /  /

**In the Presence of an independent Witness**

Name of Witness   
Address   
 State  Postcode   
Signature  Date  /  /

**Applicant (or Director) 2:**

Full name   
Signature  Date  /  /

**In the Presence of an independent Witness**

Name of Witness   
Address   
 State  Postcode   
Signature  Date  /  /