

Privacy Statement

Purpose of collection

We (CBL Insurance Ltd as Guarantor and Deposit Power Pty Ltd as Administrator) 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 and any credit available under it ("Application"), your credit worthiness 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.

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, credit reporting agencies, credit providers, 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, other services related to it 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 CBL Insurance Ltd, Level 8, 51 Shortland Street, Auckland, New Zealand.

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 short term guarantee is \$150.00.

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 \$150.00 will be retained.

Counter Indemnity (Please read carefully)

Definitions applicable to this Counter Indemnity

- 'Guarantor' means CBL Insurance Ltd.
- '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:

- 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.
- 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.
- 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").
- The Applicant may defer payment of the Debt to the Guarantor for no more than ten (10) days.
- 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.

- 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.
- 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.
- The Guarantor may serve any document on the Applicant by delivering the document to the Residential Address of the Applicant shown on the first page of this Application, or such other address as is notified in writing by the Applicant to the Guarantor.
- 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 Statement.

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) 1:

Full Name

Signature Date / /

In the Presence Of

Name of Witness

Address State Postcode

Signature Date / /

Applicant(s) (or Secretary/Director) 2:

Full Name

Signature Date / /

In the Presence Of

Name of Witness

Address State Postcode

Signature Date / /

Agent:



Office use only -
Agent Code: F01158
Comm Code:

AHL Investments Pty Ltd
ABN 27 105 265 861

Guarantor: CBL Insurance Ltd, Auckland, New Zealand
Administrator: Deposit Power Pty Ltd ABN 49 160 226 442
Deposit Power® is a registered Trademark of CBL Insurance Ltd