

PEXA Residential Seller Guarantee Claim Form

This claim form can be submitted to PEXA by email to claim@pexa.com.au and the original should be delivered to PEXA at Level 16, Tower 4, 727 Collins Street, Docklands, 3008.

Please call the PEXA Support Centre **immediately** on 1300 084 515 if you suspect that a fraud has occurred. The earlier that you advise PEXA, the more likely it is that your client's funds will be recovered.

This form should be used when a seller wishes to make a claim against PEXA pursuant to the PEXA Residential Seller Guarantee.

PART A - to be completed by the seller

1 Seller's details

Seller's name/s

Seller's address

ACN/ABN/ARBN of seller
(if applicable)

Address of property sold

Scheduled settlement date

<i>DD</i>	<i>MM</i>	<i>YYYY</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2 Bank account details provided to practitioner for disbursement of the seller's funds

Financial institution name

BSB

Account Number

Name of the person at the seller's practitioner's office to whom you provided those bank account details

How and when did you provide bank details to your practitioner for disbursement of the seller's funds?

Please attach evidence (if possible). For example, if the bank account details were provided by email, please attach a copy of the email.

Did the fraud result in the failure to settle on the purchase of another residential property on the due date for settlement of that other property? *(Please fill)*

Yes No

3

Complete this section if the fraud resulted in the seller failing to settle on the purchase of another residential property on the due date

Address of that other property

Original due date for settlement of the purchase of the other property

DD

MM

YYYY

Target date of settlement of the purchase of the other property

DD

MM

YYYY

By signing this form, the seller named below (**seller**):

- (1) confirms it did not receive the seller's funds (referred to above).
- (2) confirms it did not instruct the seller's practitioner to make payment to the fraudster's account (referred to below) or authorise that payment.
- (3) authorises PEXA (and PEXA's agents including any insurer) to:
 - (a) deal with investigating authorities and the bank/s that received the payment/s in PEXA's own right;
 - (b) deal with investigating authorities and the bank/s that received the payment/s on the seller's behalf;
 - (c) conduct all enquiries and investigations in relation to the matter, including seeking all information from the seller's practitioner (named below) to satisfy itself that the circumstances in clause 2 of PEXA's Residential Seller Guarantee exist;
 - (d) deal with the seller's practitioner in PEXA's own right;
 - (e) deal with the seller's practitioner on the seller's behalf;
 - (f) commence claims or proceedings or undertake any other activities to recover the above funds, including any claim/s against the fraudster or the seller's practitioner who approved the settlement of the above transaction on the seller's behalf, and any other person which PEXA believes to be liable or complicit in respect of the fraud; and
 - (g) provide any and all information (including the seller's personal information) relating to the incident to investigating authorities (including the police and the relevant banks).
- (4) acknowledges and confirms PEXA's right to be subrogated to the seller's rights in respect of the above fraud (including the seller's right to recover the amount paid to the fraudster's bank account). Accordingly, PEXA may:
 - (a) if it chooses, take steps to recover from any or all of the fraudster, the seller's practitioner who approved the settlement of the transaction on the seller's behalf, and any other person which PEXA believes to be liable or complicit in respect of the fraud;
 - (b) take such recovery action, without the seller's further consent, using the seller's name, and whether or not the seller has been, or has a right to be, fully compensated for any or all of the loss or damage by PEXA or anybody else; and
 - (c) if it chooses, compromise or settle the seller's claim on such terms as PEXA sees fit.

- (5) agrees that where PEXA pays a claim pursuant to the PEXA Residential Seller Guarantee, the seller relinquishes any right or claim to any funds recovered by PEXA whether by action or otherwise and acknowledges PEXA's right to receive and retain all recovered funds up to the amount paid (plus interest and costs). Accordingly, if PEXA recovers an amount, PEXA will be entitled to receive and retain that amount (plus interests and costs) before paying any excess to the seller.
- (6) acknowledges tthe seller will be obliged to give PEXA all the information and co-operation that PEXA requires to take any recovery action.
- (7) further agrees:
 - (a) not to do anything which prejudices PEXA in taking any recovery action; and
 - (b) not to take recovery action except with PEXA's prior written consent and then only in accordance with any conditions which PEXA in its discretion imposes.
- (8) acknowledges and agrees that the seller must have proper regard for PEXA's interests in respect of loss covered by the PEXA Residential Seller Guarantee.
- (9) warrants and represents that there has been no fraud by the seller and the seller is not otherwise responsible for the payment in to the fraudster's bank account (referred to below).

Note: PEXA reserves the right to require the seller to provide further documentation before any amount is paid, which may include (without limitation):

- *a statutory declaration confirming any of the particulars set out in this form;*
- *if this document is signed under a Power of Attorney, a copy of that Power of Attorney certified by the seller's practitioner (or any other qualified witness) as a true copy; or*
- *evidence of the seller's identity.*

If the seller consist or more than one person, this document binds each of those persons jointly and severally.

D**Executed by Seller****Individual**

Signature of seller

Name (print)

Signature of seller (if seller consists of more than one individual)

Name (print)

Company

Signature of director

Name of director (print)

Signature of director/secretary

Name of director/secretary (print)

Power of Attorney

Signature of Attorney

Name of Attorney (print)

Date of Power of Attorney ^{DD} ^{MM} ^{YYYY}

PART B - to be completed by the seller's practitioner

1 Workspace details

Subscriber name

Workspace ID

Seller's name (seller)

Settlement Date

Address of residential property sold

Was the sale subject to GST? If not, why not?

2 Fraudulent Disbursement Account Details Digitally Signed by Seller's Practitioner

Vendor funds disbursement amount

Financial institution name

Disbursement Account BSB entered by fraudster (fraudster's account)

Account Number

Name of User who correctly entered the account details in accordance with the instructions provided by the seller

Date that User correctly entered the account details in accordance with the instructions provided by the seller

<i>DD</i>	<i>MM</i>	<i>YYYY</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Date and time that a User of the Subscriber last applied a Digital Signature to Financial Settlement Schedule

<i>DD</i>	<i>MM</i>	<i>YYYY</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of person that last applied a Digital Signature to the Financial Settlement Schedule

Name of User whose Digital Signing Certificate was used to apply the Digital Signature (if different to the person specified above)

When did you notify PEXA of the fraud?

Time

DD

MM

YYYY

Have you notified the police of the fraud? If not, why not?

Please provide details of police contact

- (1) The seller's practitioner named above (**seller's practitioner**) warrants and represents to PEXA that:
- (a) the seller's practitioner took reasonable steps to verify the identity of the seller;
 - (b) the person (**fraudster**) that updated the financial settlement schedule with the fraudster's bank account details did so without the knowledge or approval of the seller's practitioner;
 - (c) after making reasonable enquiry, to the best of the seller's practitioner's information, knowledge and belief:
 - (i) the Fraudster is not a member or employee of the seller's practitioner or another person (such as a PEXA User created by the seller's practitioner, consultant, locum or other agent) authorised by seller's practitioner to enter details into the financial settlement schedule (**Authorised Person**);
 - (ii) no member or employee of the seller's practitioner or other Authorised Person was aware of the fraud being committed; and
 - (iii) no member or employee of the seller's practitioner or other Authorised Person allowed, condoned, participated in or facilitated the fraud being committed.
- (2) The seller's practitioner:
- (a) agrees to advise PEXA immediately if, after providing the warranties referred to in paragraph 1, the seller's practitioner has any grounds to believe that:
 - (i) the seller whose identity was verified by the seller's practitioner may not be the party that they claimed to be;
 - (ii) the fraudster is a member or employee of the seller's practitioner or other Authorised Person;
 - (iii) a member or employee of the seller's practitioner or other Authorised Person was aware of the fraud being committed; or
 - (iv) a member or employee of the seller's practitioner or other Authorised Person allowed, condoned, participated in or facilitated the fraud being committed; and
 - (b) authorises PEXA (and PEXA's agents including any insurer) to provide any and all information (including personal information) relating to the incident (including the seller's practitioner's authorised PEXA users) to investigating authorities (including the police and relevant financial institutions).

Note: PEXA may request:

- evidence of the signatory's authority to sign this form on behalf of the seller's practitioner; or
- details and evidence of the seller's practitioner's verification of identity of the seller.

The person who signs below on behalf of the seller's practitioner warrants and represents to PEXA that they are authorised to sign this document on behalf of the seller's practitioner.

D**Executed by seller's practitioner****Individual**

Signature of seller's practitioner

Name (print)

Signature of seller's practitioner if more than one individual is required to sign (e.g. partnerships)

Name (print)

Company

Signature of director

Name of director (print)

Signature of director/secretary

Name of director/secretary (print)

Power of Attorney

Signature of Attorney

Name of Attorney (print)

Date of Power of Attorney ^{DD} ^{MM} ^{YYYY}

Personal Information is collected by PEXA in order to assess the seller's claim against the PEXA Residential Seller Guarantee. Personal Information may be disclosed to the relevant financial institutions and investigating authorities (such as the police). PEXA may not be able to assess the seller's claim (and PEXA reserves the right to reject the seller's claim) if relevant Personal Information is not provided.

PEXA's Privacy Policy provides further information about how individuals may access and correct the personal information that PEXA holds about them, how to complain about a breach of privacy by PEXA and how PEXA will deal with privacy complaints. Any queries about PEXA and privacy should be directed to PEXA's Privacy Officer.

For further details refer to PEXA's Privacy Policy available at www.pexa.com.au/privacy-policy.