



TORONTO
 4950 Yonge Street
 Suite 1400, Madison Ctr
 Toronto ON M2N 2K1
 Tel: (416)223-9580
 Fax: (416)223-6577

MONTREAL
 Place du Canada
 Suite 1560
 Montreal QC H3B 2R4
 Tel: (514)866-6351
 Fax: (514)866-0157

VANCOUVER
 400 Burrard Street
 Suite 810
 Vancouver BC V6C 3A6
 Tel: (604)687-7688
 Fax: (604)687-8861

EDMONTON
 10025-102a Avenue
 Suite 1402
 Edmonton AB T5J 2Z2
 Tel: (780)424-2266
 Fax: (780)424-3310

HALIFAX
 Westway 2, 120 Western
 Parkway, Suite 208,
 Bedford, NS B4B 0V2
 Tel: (902)425-4700
 Fax: (902)425-4702

WOODSTOCK
 954 Dundas Street
 Woodstock ON N4S 7Z9
 Tel: (519)539-9868
 Fax: (519)539-5524

FIDUCIARY BOND APPLICATION

Broker: _____

Solicitor: _____

Address: _____

Bond Amount: \$ _____

Application is hereby made for a bond as follows: (check applicable box)

- Administrative Bond** **Guardian Bond** **Committee Bond**
 Foreign Executor Bond **Substitute Decisions Act Bond**

Applicant (Full Name): _____

Residence Address: _____

Occupation or Employment: _____ D.O.B: _____ S.I.N.: _____

Relationship to Decedent or Ward: _____

Applicant's Share in the Estate: \$ _____

Is Applicant Indebted to the Estate? Yes No If yes, the amount of indebtedness: \$ _____

Has Application for this bond been made to any other Company? Yes No

If yes, why was it not executed? _____

If bond that is being applied for is to replace another, why is the substitution necessary? _____

If Applicant is replacing a previous Administrator/ Executor/Guardian, please give reason: _____

Statement of Assets and Liability of Applicant			
Assets of Applicant		Liabilities of Applicant	
Cash	\$	Loans	\$
Stocks/Bonds (market value)	\$	Line of Credit	\$
Real Estate (name that Real Estate is registered under)	\$	Credit Cards	\$
Personal Property	\$	Mortgage	\$
Other Assets Consist of:	\$	Other Liabilities Consist of:	\$
Total Assets:	\$	Total Liabilities	\$
Net Worth	\$		

Statement of Assets and Liabilities of Estate			
Assets of the Estate		Liabilities of the Estate	
Cash	\$	Loans	\$
Stock / Bonds	\$	Line of Credit	\$
Real Estate	\$	Credit Cards	\$
Personal Property (consists of):	\$	Funeral Expenses	\$
Total Assets:	\$	Other Debts consisting of:	\$
Value of Estate:	\$	Total Debts:	\$

The Following Questions Pertain to Administration / Administration with will Annexed / Foreign Executor Bonds

Name of Deceased: _____

Address of Deceased: _____

Date of Death: _____

Names, ages, relationship and address of the beneficiaries entitled to the Estate. If any heirs are minors or legally incompetent, advise by letter what legal disposition will be made of their shares in the Estate.

Name			

For Initials: _____

Address of Court where Letters of Administration are being applied for: _____

Did the Deceased die Testate Intestate

If applicable please attach copy of Will.

Please attach a copy of the Application to the Court.

If the Estate includes a business, state its name, its nature and whether it will be continued or wound up immediately:

It is expected that realization and distribution of the Estate will be closed out within: _____
If over two years, please explain why: _____

The Following Questions Pertain to the Substitute Decisions Act Bond and Guardian Bond	
Name of Incompetent Minor: _____	Age: _____
Address: _____	

Please provide us with the following document:

- Letter of Approval/Acceptance from the Public Guardian & Trustee
- Copy of the Application to the Public Guardian & Trustee
- Medical Assessment Report / Certificate of Incapacity – if available
- Copy of the Approved Management Plan
- Court Order – if applicable

The Following Questions Pertain to Committee Bonds	
Name of Incompetent Minor: _____	Age: _____
Address: _____	
Court & Location where application is being filed: _____	
How often will there be a Passing of Accounts: _____	

Please attach a copy of the court order, if one is not available provide us with a copy of the proposed court order.

Declaration, Indemnity and Obligation

The undersigned, hereinafter called the Indemnitor, does (if there be more than one Indemnitor, they jointly and severally and for each other do) declare that the information contained in the Application is true, and in consideration of the execution by The Guarantee Company of North America and/or The Guarantee Company of North America USA including any of its successors or assigns as a result or mergers, acquisitions of portfolios or otherwise (hereinafter the "Company"), of the bond (the "Bond") hereby applied for, agree(s) to the following:

- (a) That the Indemnitor(s) shall pay an annual premium at the rate determined according to the Surety's current Manual of Rates, in advance each year until evidence of discharge from liability shall have been furnished to the Surety.
- (b) That the Indemnitor(s) shall at all times indemnify the Surety and save it harmless from any and all loss, costs, damages and expenses including without limitation judicial and extra-judicial fees and disbursements of the Company's counsel, which it shall sustain or incur by reason of its having executed said Bond.
- (c) The Indemnitor(s) shall when requested by the Surety make written reports of the condition of the Estate and shall at all reasonable times, give to the Surety's authorized representative full and free access to all books, records, accounts concerning such Estate for the purpose of audition and verifying the same, and does hereby authorize and empower any persons, firms or corporations having the custody of any such books, records or securities, or any money for other property belonging to the Estate, to exhibit the same to such representative for examination and to answer any pertinent questions relating there, and to certify to the possession thereof.
- (d) The Indemnitor(s) agree(s) that the Surety may at any time take such lawful steps as it may deem necessary or proper to procure its discharge from liability under said Bond, and agrees, upon demand by the Surety, to repay all reasonable expenditures incurred by the Surety.
- (e) The Indemnitor(s) agree(s) that this Application and Agreement shall cover any and all additional bonds and riders which may be issued by the Surety, in its discretion, on behalf of the undersigned in the same Estate.
- (f) The Indemnitor(s) agree(s) to furnish the Surety with a copy of the passing of accounts of the Estate in question on an annual basis.
- (g) The personal Indemnitor(s) further agree(s) that the Company may establish a file or a consumer report on them containing personal, credit, factual or investigative information about the Applicant(s) from third parties, including credit bureaus, banks or financial institutions relating to the solvency of the indemnitor(s), the place of residence, and the situs of their assets, whether at the time of underwriting the Bond or any renewal or change issued in connection therewith. The use and communication of the information contained in the file established by the Company may continue as long as the Company has any potential liability whatsoever under the Bond.
- (h) The Indemnitor(s) undertake to sign all other documents required by the Company to give effect to the present agreement and acknowledge that he/she/it(they) is (are) fully responsible even in the event that the Applicant has not signed any Bond signed by the Company.
- (i) The present document is drafted in English at the request of the parties. *Le present document est rédigé en anglais à la demande des parties.*

SIGNED AND SEALED this _____ day of _____ 20 _____

Witness

Witness

Applicant/Indemnitor

Applicant/Indemnitor

Note: The ORIGINAL BOND must be discharged from the court and returned to the Surety Company once your estate responsibilities have been completed. Failure to have the bond discharged will mean that your liability under the bond continues and the premium will be due each year until the bond is returned to THE GUARANTEE COMPANY OF NORTH AMERICA for cancellation.

For Initials:

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