

Waiver of Probate Bond Application Form

- Step 1** Complete the attached Fiduciary Bond Application Form (in duplicate) and Personal Worth Statement.
- Step 2** Get a letter from the transferring agent (or financial institution) confirming:
- a Waiver of Probate Bond is required in order to transfer the asset;
 - the current market value of the asset; and
 - that a Stop Transfer has been placed against the security, if lost.
- Step 3** Email the required information to bonds@erassure.com or fax it back to our office at **1-866-897-8901**.
- Step 4** A member from our team will provide you with a quote for the requested bond.

If you have any questions, please do not hesitate to contact one of our Insurance Service Consultants toll free at 1-855-636-3777



WAIVER OF PROBATE BOND APPLICATION

Economical Mutual Insurance Company
Hereinafter called the "Surety"

A separate application must be completed for EACH "Issuing Corporation" of securities registered to the deceased OR "Financial Institution" holding assets of the deceased.

To complete this Application:

- Complete and attach form #1951 – Personal Worth Statement – for the applicant and each beneficiary entitled to share in the asset which is the subject matter of this application.
- Attach a letter from the Transfer Agent confirming:
 - Waiver of Probate Bond is required in order to transfer the asset;
 - the current market value of the asset; and
 - that a Stop Transfer has been placed against the security, if lost.
- This application must be completed and executed in DUPLICATE.

Full Name(s) of Applicant (Legal Representative, Administrator or Executor of Estate):		
Full Address of Applicant:		
Occupation:	Employer:	Length of Service:

Application is hereby made for the Estate of _____, hereinafter called the "Deceased".

All assets of the deceased, the subject of this application, will be transferred to the following name(s):

(The name(s) shown above will appear as the Principal on the Bond for the Waiver of the Production of Letters Probate or Letters of Administration.)

1. The applicant is familiar with the facts relating to the aforementioned estate:	Yes	No
2. The deceased died on (dd/mm/yyyy)		
3. The deceased died leaving:		
NO WILL and that no administration has been or will be appointed for this estate		
OR		
a WILL, being the Last Will and Testament of the deceased, a true copy of which is attached hereto, and that the said WILL has not and will not be probated.		
4. The deceased left assets amounting to:		
Consisting of:		
Cash:		
Securities:		
Real Property:		
Other:	Describe:	
The deceased left debts amounting to:		



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5.	<p>The deceased died the owner of the following asset(s), hereinafter called the "Security", whether one or more, which form(s) the subject of this application:</p> <ul style="list-style-type: none"> • Share Certificate(s) <p>Registered in the name of _____</p> <p>Certificate No(s) _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Number of Shares _____</td> <td style="width: 20%;"></td> <td style="width: 40%;">Current Market Value of Shares _____</td> </tr> </table> <p>Names of Issuing Corporation _____</p> <p>Are certificate(s) endorsed, assigned or pledged? Yes No</p> • Bond(s) <p>Registered in the name of _____</p> <p>Bond No(s) _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Face Value of Bond(s) _____</td> <td style="width: 20%;"></td> <td style="width: 40%;">Value of Coupons _____</td> </tr> </table> <p>Names of Issuing Corporation _____</p> <p>Are bond(s) in bearer form or endorsed? Yes No</p> • Other <p>Describe Asset _____</p> <p>Registered in the name of _____</p> <p>Value of Asset _____</p> <p>Name of Issuing Corporation/Financial Institution _____</p> <p>Is the asset endorsed or pledged? Yes No</p> 	Number of Shares _____		Current Market Value of Shares _____	Face Value of Bond(s) _____		Value of Coupons _____	
Number of Shares _____		Current Market Value of Shares _____						
Face Value of Bond(s) _____		Value of Coupons _____						
6.	<p>Have any of the aforementioned heirs-at-law or next-of-kin been legally declared incompetent as at the time of making the application? Yes No</p> <p>If yes, please explain.</p>							
7.	<p>Have all taxes, funeral expenses, debts and claims against the deceased's estate been settled? Yes No</p> <p>If no, please explain.</p>							
8.	<p>Does any person, firm, association or corporation, other than the undersigned, have any right, title, claim, equity or interest in, to or respecting the asset(s) or proceeds which are the subject of this application? Yes No</p> <p>If yes, please explain.</p>							



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9. List the sole surviving heirs-at-law or next-of-kin entitled to share in the asset(s), which is/are the subject of this application (if there are more than six beneficiaries, photocopy this page and attach page(s) to the application):

Name	Full Address (incl. City, Prov. & Postal Code)	Relation to Deceased	Age

The undersigned hereby declare(s) that all the information provided in this and any other form related to this application is to the best of my/our knowledge true, complete and correct and understand it will be used by the Surety to determine credit worthiness. The undersigned further consent(s) to the Surety making any enquiries it deems necessary to reach a decision on this application, and consent(s) to the disclosure at any time of any credit information about me/us to any credit reporting agency or to any one with whom I/we have financial relations.

Print Applicant's Name	Signature of Applicant:	Date:



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Full Name of Applicant:

INDEMNITY AGREEMENT

WHEREAS, the undersigned have applied to the Surety for certain surety bonds (hereinafter referred to as the "Bonds", which terms shall include all extensions, renewals, substitutions and modifications thereto),

NOW THEREFORE, in consideration of the issue of Bonds, whether past, present and future, by the Surety or procured by the Surety on behalf of the undersigned or of the Surety refraining from cancelling such Bonds the undersigned hereby jointly and severally agree as follows:

1. The undersigned undertakes to indemnify the Surety in full for any loss or damages that it may suffer arising from the issue of one or several Bonds, or arising from a decision of the Surety not to issue any Bond, or arising from any default by the undersigned under the present agreement. The present undertaking includes, without limitation, the obligation of the undersigned to reimburse the Surety all sums which it might be called upon to pay:
 - a. as a result of a judgement, arbitration award or settlement;
 - b. as damages of any nature, including punitive and exemplary damages, as the case may be;
 - c. in respect of any claim, liability or loss;
 - d. as expenditure, costs or fees that it may incur, including the cost of internal or external adjusters and consultants;
 - e. in satisfaction of judicial and extra-judicial fees and disbursements of the Surety's counsel on a solicitor and client basis and legal fees of claimants' counsel;
 - f. as administration costs related to claims under Bonds and under this agreement.
2. The undersigned undertake to pay to the Surety:
 - a. the initial premium for the issue of any Bond, in conformity with the Surety's rate schedule, and
 - b. thereafter, any additional or other premium, in conformity with the Surety's rate schedule in force until such time as the Surety receives proof to its satisfaction, confirming its complete release from all Bonds issued by it, and from the renewal or extension of such Bonds.
3. In order to permit the Surety to meet its obligations under the Bonds, the undersigned undertake to advance to the Surety upon demand, funds or satisfactory guarantees sufficient to allow the Surety to perform any or all of its obligations under the Bonds, which could be subject to indemnification under the terms of the present agreement, even before any payment has been made by the Surety to a third party. Without limiting the generality of the foregoing the undersigned undertake to advance funds or furnish guarantees, as soon as the Surety establishes or increases a reserve with respect to a claim or a situation relating to any Bonds, up to the amount of such reserve which will be established by the Surety in its sole discretion.
4. The undersigned acknowledge that the Surety will have the right, in its sole and entire discretion, to decide whether to pay, settle or contest any claim under a Bond without any obligation to consult or advise the undersigned in advance of so doing. The undersigned acknowledge their obligation to indemnify the Surety in virtue of the present agreement, upon presentation by the Surety of a release or a copy of a cheque or any other proof of payment, which will be deemed to be complete proof of the amount paid and of the Surety's right to make such payment as a result of the issue of the Bonds and, consequently, its right to demand reimbursement from the undersigned under the terms of the present agreement.
5. The undersigned hereby renounces the benefits of division and discussion.
6. This agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
7. All of the terms and conditions of the present agreement are for the benefit of:
 - a. any predecessors or successors or assigns of the Surety, including as a result of mergers, name changes, acquisitions of portfolios, or otherwise, and
 - b. any Surety, joint or several, any reinsurance company and any other Surety procured by the Surety upon the request of the Principal to issue a Bond or Bonds, whether or not such Bond or Bonds are issued by the Surety or whether or not the Surety retains any interest in any such Bond or Bonds.
8. That if the undersigned is a corporation, it is specifically and beneficially interested in obtaining said bond and that it is fully empowered to obligate itself hereby.
9. The present agreement will be interpreted in accordance with the laws in force in the Province of Ontario.

IN WITNESS whereof the undersigned have executed and sealed this Indemnity Agreement:

at: _____ On Date: _____
(City and Province/State) (dd/mm/yyyy)

Sworn to and subscribed before me this _____ day of _____.

(Signature of Notary Public) [SEAL] _____
(Signature of Indemnitor)

Sworn to and subscribed before me this _____ day of _____.

(Signature of Notary Public) [SEAL] _____
(Signature of Indemnitor)



PERSONAL WORTH STATEMENT (CONFIDENTIAL)

Economical Mutual Insurance Company
Hereinafter called the "Surety"

Name of Individual:
Full Residence Address (including Postal Code):

ASSETS	AMOUNT	LIABILITIES	AMOUNT
Cash		Debts to Financial Institutions (Schedule 7)	
Stocks and Bonds (Schedule 1)		Accounts Payable (Schedule 8)	
Life Insurance - Net C.S.V. (Schedule 2)		Real Estate Loans (Schedule 4)	
Accounts Receivable (Schedule 3)		Other Liabilities (Schedule 9)	
Real Estate (Schedule 4)			
Vehicles (Schedule 5)			
Other Assets (Schedule 6)			
Total Assets	\$	Total Liabilities	\$

PERSONAL NET WORTH (ASSETS MINUS LIABILITIES)	\$
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GROSS ANNUAL INCOME	AMOUNT	ANNUAL EXPENDITURES	AMOUNT
Salary, Wages, Commissions, Fees, Honoraria		Mortgage/Rent	
Dividends and Interest		Property Taxes	
Rental Income		Utilities	
Other Income - specify:		Estimated Living Expenses	
		Transportation	
		Payments on Loans, Charge Acct's & Other Contracts	
		Insurance Premiums (home, car, life)	
		Other Expenditures - specify:	
Total Assets	\$	Total Liabilities	\$

Yes No

1. Are you liable as a co-signor or guarantor?
2. Are there any suits or judgements against you?
3. Are you now or have you ever been bankrupt?

If you answered Yes to any of the questions, provide full details on separate pages and attach to this form.

The individual hereby certifies that the information provided above and in the schedules on the reverse is true and is made for the purpose of requesting the Surety to execute bonds of Suretyship and further authorizes the company and requests the banks and other parties named herein, to confirm the bank balances and all other items comprising this statement.

The individual consents to any reference or credit investigations that are made on my behalf in connection with my application for a Surety bond facility with the Surety.

Signed this _____ day of _____, 20____. Signature: _____



PERSONAL WORTH STATEMENT (CONFIDENTIAL)

Economical Mutual Insurance Company
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Schedule 1 Stocks and Bonds	# of Shares or Par Values of Bonds		Description		Registered in Name of		Market Value	
	TOTAL							\$
Schedule 2 Life Insurance	Face Amount		Company		Beneficiary		Net C.S.V.	
	TOTAL							\$
Schedule 3 Accounts Receivable	Name of Payer			Maturity Date		Monthly Payments	Amount Outstanding	
	TOTAL						\$	\$
Schedule 4 Real Estate	Location/Description	Registered Owner	Date Purchased	Mortgages	Market Value		Amount Outstanding	
	TOTAL						\$	\$
Schedule 5 Vehicles	Year	Make and Model			Market Value		Amount Outstanding	
	TOTAL						\$	\$
Schedule 6 Other Assets	Description						Amount	
	TOTAL							\$
Schedule 7 Liabilities	Name & Address of Financial Institution (Credit Cards or Charge Accounts)			Type (Credit Card/ Loan/Line of Credit)		Monthly Payments	Amount Outstanding	
	TOTAL						\$	\$
Schedule 8 Accounts Payable	Name of Payee						Amount Outstanding	
	TOTAL							\$
Schedule 9 Other Liabilities	Description						Amount	
	TOTAL							\$