

Waiver of Probate Bond Application Form

- Step 1** Complete the attached Waiver of Probate bond application form (in triplicate) and Personal Worth Statement for each applicant.
- Step 2** Email the required information (including a copy of the will, if applicable) to bonds@erassure.com or fax it to our office at **1-866-897-8901**.
- Step 3** The forms will be submitted to the underwriter for review and approval.
- Step 4** A member from our team will provide you with a quote for the requested bond.
- Step 5** If approved, ALL beneficiaries to the estate must sign the Indemnity Agreement.

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

THIS APPLICATION must:

- Be executed in TRIPLICATE;
- Be completed by LEGAL REPRESENTATIVE(S) OR ESTATE TRUSTEE(S) of the Estate;
- Be accompanied by a fully completed Personal Financial Statement for each Applicant; and
- Have ALL persons entitled to share in the estate execute the Indemnity Agreement in a personal capacity.

APPLICATION IS BEING MADE FOR:

The Estate of _____, who died on _____, 20_____,
dd/mm/yyyy
 Hereinafter called the "Deceased".

Full Name of Applicant #1 (Legal Representative or Estate Trustee)		Date of Birth: (dd/mm/yyyy)	
Residence Address:			
Occupation or employment:	Name of Employer:	Employed Since:	

Full Name of Applicant #2 (Legal Representative or Estate Trustee)		Date of Birth: (dd/mm/yyyy)	
Residence Address:			
Occupation or employment:	Name of Employer:	Employed Since:	

I/We, the foregoing applicant(s) attest to and declare that I/we have full knowledge of the affairs of the aforementioned Estate AND that the sole surviving heirs-at-law or next of kin entitled to share in the Estate are:

Name	Full Address	Relation to Deceased	Age

(attach a separate sheet if required)

I/we further attest to and declare that:

1. None of the aforementioned heirs-at-law or next of kin have been declared incompetent;
2. All taxes, funeral expenses, debts and claims against the Deceased's estate have been settled or will be paid by the Applicant(s);
3. No 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 subject of this application; and
4. That the Deceased died: (check appropriate box)
 - Leaving **NO WILL** and no Estate Trustee has been, or will be, appointed for the said Estate; or
 - Leaving a **WILL**, that being the Last Will and Testament of the Deceased, a **true copy of which is attached** herewith. The said WILL has not and will not be probated.

5. The Deceased left **debts** amounting to \$ _____.

6. The Deceased left **assets** amounting to \$ _____ and consisting of:

Cash: \$	Securities: \$	Real Property: \$
Other Assets (describe)		\$

7. 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:

SHARE CERTIFICATES

Registered in the name of		
Certificate Number(s)		
Names of Issuing Corporation		
Number of Shares		Current Market Value of Shares \$

Are certificate(s) endorsed, assigned or pledged? Yes No

BONDS

Registered in the name of		
Bond Number(s)		
Names of Issuing Corporation		
Face Value of Bond(s)	\$	Value of Coupons \$

Are bond(s) in bearer form or endorsed? Yes No

ACCOUNTS

Registered in the name of		
Names of Financial Institution		
Cash Value of Account	\$	

OTHER

Describe Asset		
Registered in the Names of		
Value of Asset	\$	
Name of Issuing Corporation or Financial Institution		

Is the asset endorsed or pledged? Yes No

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

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? | <input type="checkbox"/> | <input type="checkbox"/> | If you answered Yes to any of the questions, provide full details on separate pages and attach to this form. |
| 2. Are there any suits or judgements against you? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Are you now or have you ever been bankrupt? | <input type="checkbox"/> | <input type="checkbox"/> | |

The individual hereby certifies that the information provided above and in the schedules 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: _____

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				\$	

STATEMENT OF UNDERTAKING AND DECLARATION

PLEASE READ CAREFULLY

In consideration of the Surety issuing a Fiduciary Bond on behalf of the Applicant(s) named herein, for the Estate named herein, I/we hereby irrevocably undertake as follows:

To retain legal counsel throughout the administration of the estate and to comply strictly with all conditions of the Court and all the requirements of law in the performance of the trust including the passing of accounts as stipulated by law; and

To furnish to the Surety, on request and at any reasonable time, information regarding the administration of the estate and to allow the Surety to inspect the books, records and accounts relating to the estate; and

To expeditiously administer this Estate and finalize all Estate matters such that the Surety shall be discharged and released from any and all liability thereon, and to furnish to the Surety written legal evidence of such discharge.

The undersigned hereby declare 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.

INDEMNITY AGREEMENT

THIS IS A BINDING AGREEMENT, PLEASE READ CAREFULLY

WHEREAS, the undersigned have applied to the Surety for one or more bonds to guarantee the obligations of any of the undersigned or other forms of guarantee or obligation, (hereinafter referred to as "Bonds"; the word "Bonds" includes any alteration including, without limitation, any increase or decrease in the bond amount, renewal, continuance, replacement or extension thereof).

NOW THEREFORE, in consideration of the issuance of Bonds, whether past, present or future, by the Surety or procured by the Surety for or on behalf of the undersigned or of the Surety refraining from cancelling such Bonds and of the sum of Two Dollars and good and valuable consideration paid by the Surety to each of the undersigned (the receipt and sufficiency of which are hereby acknowledged) the undersigned hereby jointly and severally agree as follows:

1. The present agreement applies equally to Bonds issued on behalf of the undersigned or any employee or agent of the undersigned.
2. The undersigned undertake 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 to 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 all legal fees and disbursements incurred by the Surety and legal fees and disbursements of claimants' counsel;
 - f. as administration cost related to claims under Bonds and under this agreement.
3. The undersigned undertake to pay to the Surety:
 - a. the initial premium for the issue of any Bond, in conformity with the Surety's tariff in force, or such other tariff as may be agreed upon with the undersigned; and
 - b. thereafter, any additional or other premium, in conformity with the Surety's tariff in force or such other tariff as may be agreed upon with the undersigned 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.
4. In order to permit the Surety to meet its obligation 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.
5. 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.
 6. The undersigned hereby renounce the benefits of division and discussion.
 7. The present agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
 8. 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.
 9. The rights of the Surety by virtue of the present agreement are in addition to any rights which the Surety may have by law or otherwise.
 10. The undersigned acknowledge and declare that:
 - a. before signing, they have obtained a copy of the present agreement and that they have had sufficient time to study its terms and conditions; and
 - b. they have read and understood all of the provisions of the present agreement; and
 - c. they have been given the opportunity for asking for appropriate explanations or clarifications on the nature and extent of the provisions of the present agreement; and
 - d. they have been given the opportunity to consult a legal or other advisor and, if they deemed it necessary, they have in fact consulted such advisor.
 11. **PRIVACY CONSENT** - The undersigned acknowledge that the evaluation of any application for products of the Surety will involve the collection, use and disclosure of personal information, including the information contained in this application and other sources gathered through legal means. Such collection, use and disclosure of personal information is for the purposes of underwriting bonds, as well as bond management, which shall include conducting initial and on-going credit investigations, as well as Surety activities associated with all extensions, renewals, substitutions and modifications of the bonds, and claims administration. In the ordinary course of the Surety's business, personal information may be disclosed to reinsurers, legally advisors, credit bureaus, other financial institutions, regulatory bodies and any third party deemed necessary by the Surety. In the event information about other individuals (e.g. family members, employees, shareholders) is provided or collected from other sources, the undersigned represent and warrant that those persons have consented, to the extent required by law, to the collection, use and disclosure of their personal information for the aforementioned purposes. The undersigned hereby agree and consent to the Surety's:
 - a. collection and use of personal information concerning the undersigned for the purposes described above; and
 - b. disclosure of the undersigned's personal information, for the purposes described above to such third parties as deemed necessary by the Surety.
 12. The present agreement shall be construed in accordance with the laws of the Province or Territory in which the Estate is located and the laws of Canada applicable therein and shall be treated in all respects as a contract of said Province or Territory. Each of the parties hereto hereby irrevocably agrees to the jurisdiction of the courts of the applicable Province or Territory.

IN WITNESS whereof the undersigned have executed and sealed this Application and Indemnity Agreement dated this ____ day of _____, 20_____.

Sworn to and subscribed before me this _____ day of _____, 20_____ A Commissioner Notary public in and for the Province of _____ _____ Signature of Notary Public <i>(affix Notarial Seal)</i> My Commission Expires _____	_____ Signature of Applicant/Indemnitor _____ Print Name of Applicant/Indemnitor
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Sworn to and subscribed before me this _____ day of _____, 20_____ A Commissioner Notary public in and for the Province of _____ _____ Signature of Notary Public <i>(affix Notarial Seal)</i> My Commission Expires _____	_____ Signature of Applicant/Indemnitor _____ Print Name of Applicant/Indemnitor
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