



**APPLICATION FOR** (please check applicable box)

**Form J1 (Revised October 2009)**

Administration Bond     Administration with Will Annexed Bond     Guardianship Bond     Property Guardianship (Committee) Bond

Agent/Broker \_\_\_\_\_ Bond Amount \$ \_\_\_\_\_

**Questions 1-7 to be completed for all bond requests**

1. Full name of applicant \_\_\_\_\_  
 Residence address \_\_\_\_\_  
 Occupation or employment (if retired, previous occupation) \_\_\_\_\_  
 Name of employer \_\_\_\_\_ Employed since \_\_\_\_\_

2. Has applicant ever had this or any other bond declined or cancelled:  Yes     No  
 If yes, give reason, date and Bonding Company: \_\_\_\_\_

3. On what date were you appointed to this trust? \_\_\_\_\_  
 Will this be the first and only bond you will have in this matter? \_\_\_\_\_  
 If not, who is the current surety for you, and why is it desired that our bond be substituted therefore? \_\_\_\_\_

4. Relationship of applicant to deceased, infant, or mentally incompetent (as the case may be)? \_\_\_\_\_

5. Is the estate subject to dispute, or litigation either now or anticipated in the future?  Yes     No

6. Name and address of solicitor for the estate \_\_\_\_\_

7. Are you or is any corporation, co-partnership or other concern in which you have an interest indebted to the estate? \_\_\_\_\_  
 If so, what is the amount and nature of said indebtedness and how is same secured? \_\_\_\_\_

**Questions 8 – 13 inclusive relate only to Administration or Administration with Will Annexed Bonds**

8. Name in full of deceased \_\_\_\_\_  
 Place of death \_\_\_\_\_ Date of death \_\_\_\_\_

9. Names, ages, relationship and address of the beneficiaries entitled to the estate. If any minors or other legally incompetents, advise by letter what legal disposition will be made of their shares in the estate.

Name	Age	Relationship to Deceased	Residence Address (Number, Street, and City)

10. In which Court and County (or Registry in British Columbia) are letters of administration being applied for? \_\_\_\_\_  
 Name of judge \_\_\_\_\_

11. a. Did the deceased die Testate     Intestate   
 b. If Testate attach copy of will  
 c. Explain (on a separate sheet) details of how any trust is to be administered

12. If the estate includes a **Business** or **Farm** among the assets, state its name, its nature and whether it will be continued or wound up immediately.  
 \_\_\_\_\_

13. a. It is expected that realization and distribution of the estate will be closed out within \_\_\_\_\_ months or \_\_\_\_\_ years  
 b. If over two years please explain why not earlier \_\_\_\_\_

**Questions 14 – 16 inclusive relate only to Property Guardianship (Committee) Bonds**

14. a. Name of incompetent \_\_\_\_\_ b. Age of incompetent \_\_\_\_\_  
 c. Where does incompetent reside now? \_\_\_\_\_

15. a. To what court is application being made? \_\_\_\_\_  
 b. Name of Judge \_\_\_\_\_

16. a. How often will a passing of the accounts take place? \_\_\_\_\_  
 b. If less frequent than every two years, explain why: \_\_\_\_\_



**Questions 17 – 24 relate only to Guardianship Bonds**

17. a. Names and addresses of father and mother of infants, if living \_\_\_\_\_  
 b. If father or mother deceased, give date and place of death \_\_\_\_\_

18. Names and ages of the infants in respect of whom letters of guardianship are being applied for \_\_\_\_\_

19. With whom and where do they reside? \_\_\_\_\_

20. State manner in which estate devolves upon infants whether by will, deed or other document or by intestacy. If by will, deed or other document, attach copy \_\_\_\_\_

21. Nature and amount of assets devolving to infants \_\_\_\_\_

22. To what court is application for letters of guardianship being made? \_\_\_\_\_

23. When will guardianship be ended? \_\_\_\_\_

24. a. How often will a passing of the accounts be made? \_\_\_\_\_  
 b. If less frequent than every two years, explain why \_\_\_\_\_

25. I am enclosing a copy of the proposed court order in connection with this application for guardianship/committee bond  
 Yes  No If no, explain why not \_\_\_\_\_

26. I am enclosing a true copy of the list of assets and liabilities of the **estate**  Yes  No If no, please explain why not **and** attach a copy of the breakdown furnished to the Court \_\_\_\_\_

**27. Statement of assets and liabilities of applicant**

Assets	Omit Cents	Liabilities	Omit Cents
R.R.S.P.'s (all types)	\$	Credit cards	\$
Deposits in Banks, Trust Cos. etc. (inc. Dep. Cert., CS Bonds)		Accounts Payable/Unpaid Bills	
Marketable Stocks, Bonds and Mutual Funds (present market value)		Current Bank or Credit Institution Loans	
Accounts and notes receivable		Long Term Bank or Credit Institution Loans	
Inventory		Mortgages	
Real estate (type and location)			
		Other Loans and Notes payable	
In whose name(s) is it registered?		All other debts and liabilities consisting of	
Other assets consisting of			
<b>Total</b>	<b>\$</b>	<b>Total</b>	<b>\$</b>

Please provide the names and addresses of three references not related to you:

Name	Occupation	Daytime Phone No.	Address

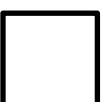


## INDEMNITY AGREEMENT

WHEREAS, the undersigned have applied to FENCHURCH GENERAL INSURANCE COMPANY (hereinafter referred to as the "Surety") for certain surety bonds (hereinafter referred to as the "Bonds", which term 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 and of the sum of Two Dollars and other 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 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 judgment, 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 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.
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 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 renounce 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 re-insurance company and any other surety procured by the Surety upon the request of the undersigned 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. The present agreement will be interpreted in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein.



**CONSENT TO SURETY'S OBTAINING INFORMATION**

Each of the Indemnitors

- (a) authorizes the Surety to obtain any credit or other information concerning the affairs and operations of each of the Indemnitors (including any "personal information", as defined by the *Personal Information Protection and Electronic Documents Act* (Canada) and other applicable personal information laws) and any transaction between or among any of the Indemnitors from any banks, depositories, sureties, obligees of the Bonds, materialmen, supply houses, credit reporting agencies, brokers or other persons (collectively, "Sources");
- (b) expressly instructs all such Sources to furnish such information to the Surety (and for greater certainty, instructs any broker(s) to release to the Surety any information relating to any Bond(s) or Bonding Facility); and
- (c) consents to the collection, use and disclosure by the Surety of any personal information about such Indemnitor for the purposes of the entering into, administration and enforcement of this Agreement and any Bond(s).

IN WITNESS WHEREOF, the undersigned have executed and sealed this Indemnity Agreement this day of , 20 .

PERSONAL INDEMNITORS SIGN HEREUNDER

**WITNESS (MUST BE SOLICITOR OF PERSONAL INDEMNITOR)**

**INDEMNITORS**

Name	Signed at
Signature	Name
Address	Signature
	Address
	Social Insurance Number

**WITNESS (MUST BE SOLICITOR OF PERSONAL INDEMNITOR)**

**INDEMNITORS**

Name	Signed at
Signature	Name
Address	Signature
	Address
	Social Insurance Number

**WITNESS (MUST BE SOLICITOR OF PERSONAL INDEMNITOR)**

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