

Application for Waiver of Probate Bond



Broker

Name: _____ Contact for this file: _____

How long have you known the applicant? _____ I recommend issuing the bond. Signature: _____

1. Applicant

Legal name of applicant: _____ Phone: _____

Address: _____

How long have you resided in present location? _____ Date of Birth: _____

Single or Married? _____ If married, are you separate as to property? Yes ☐ No ☐

Occupation and name of Employer: _____ Length of Service: _____

2. Statement of assets and liabilities of Applicant:

ASSETS

Cash and term deposits

Accounts and notes receivable

Inventory

Other: _____

Investments (complete No. 2A)

Fixed Assets:

Real Estate (complete No. 2B)

Other: _____

Other assets _____

TOTAL ASSETS

LIABILITIES

Current Bank or Credit Institution Loans

Credit cards

Accounts Payable / Unpaid Bills

Long-term Bank or Credit Institutions Loans

Mortgage Loans

Financial Institution:

Name _____

Address _____

Other loans and notes payable

Other liabilities

TOTAL LIABILITIES

NET WORTH: TOTAL ASSETS – TOTAL LIABILITIES

2A. Investments (Stock, Bond and Mutual Funds)

Name of Security	Number of Shares	Market Value
_____	_____	_____
_____	_____	_____

2B. Detail of Real Estate (Please attach copy of property assessment)

Owners	Address	Year Purchased	Purchased Price	Municipal Assessment	Mortgage Balance
_____	_____	_____	_____	_____	_____

3. Estate

Describe that _____ Is/are the sole Heir(s) of the Estate of _____

for _____ shares of _____

registered in the name of _____ be transferred into the name of _____

Name and address of two references (not relatives) whom you have know for at least five years and to whom we may refer:

4. Documents

Attach all confirmation of major assets, such as city issued property tax notice for real estate, investments, and bank statements for cash.

Attach letter from Transfer Agent

Attach Copy of Will

Intact Insurance Company

commercial.surety@intact.net

Telephone

604 891 5400

INDEMNITY AGREEMENT in favour of the Intact Insurance Company

The Applicant has applied to Intact Insurance Company, including its successors, assigns, Co-Surety, Fronting Company and Reinsurer, (collectively the “Surety”) and requested the Surety issue the “Bond” (including the bond herein applied for and every continuation, renewal, modification substitution, extension, replacement or new bond). In consideration of the issuance of the Bond, each of the Applicant and Additional Indemnitors identified below (collectively the “Undersigneds”) hereby represent, covenant and agree as follows:

1. That all of the statements on this Application are complete and true;
2. To fully observe and perform all of the terms, conditions and obligations of the Bond;
3. To pay to the Surety, in advance, in each and every year until the Surety is fully discharged under the Bond, the annual or additional premium amount calculated by the Surety for the Bond;
4. To indemnify the Surety in full against any and all loss, damages, claims, suits, costs (including all legal and adjusting costs incurred by the Surety) and expenses whatsoever which the Surety may suffer, sustain or incur by reason of executing or procuring the Bond, or making any investigation on account of the Bond, or defending, prosecuting or settling any claim, suit or other proceeding which may be brought or threatened by or against the Surety or any of the Undersigneds in any way related to the Bond.
5. That the Surety shall have the right, in its sole discretion, to pay, settle or contest any claim under the Bond without any obligation to consult or advise the Applicant in advance of so doing.
6. To place the Surety in funds in any amount equal to any claim received against the Bond before the Surety is required to set up a reserve or to make any payment related to any claim against the Bond.
7. That the Undersigneds shall forthwith reimburse the Surety any and all amounts which the Surety pays in connection with the Bond upon written demand by the Surety and the cancelled cheques related to such payments by the Surety shall be conclusive evidence of the amount paid by the Surety, the Surety’s right to make such payment, the Surety’s right to be reimbursed by the Undersigneds and the Undersigneds obligation to indemnify and reimburse the Surety for such amount.
8. That the Surety shall have the right to cancel said Bond whenever it shall see fit without giving any reason, and is hereby released from any damages that may be sustained by the Undersigneds by reason of such action
9. This Application and Indemnity Agreement shall be liberally construed so as to fully protect and indemnify the Surety.
10. That the above agreements shall bind the Undersigneds and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall enure to the benefit of the Surety.
11. The Undersigneds hereby authorize their bank to release credit information to the Surety.
12. Each of the Undersigned hereby consents to the Surety conducting and/or causing to be conducted a personal investigation about any of the Undersigneds in connection with this application or the Bond that may be issued including obtaining a consumer report and or credit report containing information about any of the Undersigneds.

I may have provided personal information in this document and by other means and I may in future provide further personal information. Some of this personal information may include, but is not limited to, my credit information and claims history. I authorize my broker or the Surety to collect, use and disclose any of this personal information, subject to the law and to my broker’s or Surety’s policy regarding personal information, for the purposes of communicating with me, assessing my application for surety and underwriting my bonds, renewals, changes of coverage, evaluating claims, detecting and preventing fraud, and analyzing business results. I confirm that all individuals whose personal information is contained in this document have authorized that I agree to the above on their behalf.

Please Insert Date	Signed and dated this _____ day of _____ in the year _____
Applicant Sign	
Witness _____	Applicant _____
Name _____	Name _____
Address _____	If a corporation – I have authority to bind the corporation
AFFIX SEAL	
In consideration of the Surety executing or procuring the execution of the Bond herein applied for, the Undersigneds agree to be bound, jointly and severally with the Applicant to the Surety in accordance with the terms and conditions of the foregoing application and indemnity agreement in all respects as if the Undersigned had executed the same as Applicant. The Undersigneds warrant that they have sufficient interest in the performance of the obligation which the Bond applied for may be given to secure, and assert that the Undersigned are fully empowered to be obligated by this Application and Indemnity Agreement.	
If Additional Indemnitors	
Witness _____	Indemnitor _____
Name _____	Name _____
Address _____	If a corporation – I have authority to bind the corporation
AFFIX SEAL	
If Additional Indemnitors	
Witness _____	Indemnitor _____
Name _____	Name _____
Address _____	If a corporation – I have authority to bind the corporation
AFFIX SEAL	