



APPLICATION FORM

BOND OF CAUTION - ADULTS WITH INCAPACITY (SCOTLAND) ACT 2000

To be Completed in Full by the Guardian Applying for Caution

Section one: Bond details (Completed in capital letters)	
Name of Adult:	
Amount of Caution:	
Annual Premium:	
OPG ref:	PG/

The Guardian/Guardians listed in Section 2 of this bond form have been appointed by the Sheriff Financial Guardians in the matter of the Adult. This appointment is subject to Me/Us giving Caution in the sum stated above to the satisfaction of the Sheriff and the Public Guardian.

IT IS AGREED as follows:-

1. Aviva Insurance Limited, or its successors ("the Cautioner") hereby guarantees that upon payment of the premiums due, it will pay to persons nominated by the Sheriff or the Public Guardian, the amount of the loss, not exceeding the amount of Caution, should I/We fail to carry out My/Our Guardianship duties.
2. I/We and My/Our respective legal Personal Representatives and estates shall remain liable or jointly and severally liable to the Cautioner should the Sheriff or the Office of the Public Guardian forfeit the Bond and the Cautioner may take such action as is appropriate against Me/Us personally to recover any loss.
3. The Sheriff or the Office of the Public Guardian may from time to time following a review of the account may increase or reduce the amount of Caution to reflect the current full value of the Adult's estate. I/We agree that the Cautioner will amend the level of Caution to the required amount. I/We shall be responsible for paying any increased or reduced future annual premium out of the Adult's estate and shall be liable for the revised amount of Caution in accordance with clause 2 above.
4. I/We shall pay from Adult's estate the first and all future premiums by the due date in respect of this Bond or any Endorsement otherwise the Cautioner may apply to the Sheriff or Public Guardian to be relieved from further liability.
5. All premiums due pursuant to clauses 1, 3 or 4 above are payable by Me/Us in full and I/We shall not be entitled to any refund in the event of early termination or replacement of the Bond.
6. I/We and the Cautioner shall remain liable under this Bond until an Order is made by the Sheriff or the Office of the Public Guardian relieving Me/Us and/or the Cautioner from further liability under the Bond or any Endorsement.
7. I/We understand that the original of this Bond and any Endorsement will be stored by Marsh Ltd and I/We shall receive confirmation that Caution has been granted and/or amended and that the Office of the Public Guardian has been notified
8. Marsh Ltd will carry out a credit check on all lay Guardians (i.e. Guardians that are not paid for their services or covered under a Professional Indemnity insurance policy) and will report any adverse findings to the Sheriff, the Office of the Public Guardian and the Cautioner. Please read the following Data Protection wording.

DATA PROTECTION ACT – Personal Data

Please read in conjunction with the Guarantee Bond overleaf

Any personal information that you provide may be held by Marsh Ltd and Aviva Insurance Limited, in relation to the application for a Bond. It may be used by Marsh Ltd or Aviva Insurance Limited relevant staff for the purpose of servicing a Bond, which may be arranged, plus the administration of claims. Information may be passed to the Office of the Public Guardian, loss adjusters and reinsurers for these purposes.

Under data protection legislation, you can ask in writing for a copy of certain personal records held about you. A charge may be made for this service.

CHEQUE PAYMENT

Upon receipt of a completed Bond form and cheque, Marsh Ltd will immediately bank that cheque to ensure correct control of payments and compliance with FCA Regulations. This does not constitute the granting of the Bond that will be confirmed to you by issue of a Confirmation Certificate. **Other methods of payment are available upon request.**

If Marsh Ltd are unable to process your Bond request, a full refund will be given

PLEASE TURN OVER

In signing this bond you are agreeing to the terms of the bond

Section 2: Guardian 1 <i>Please complete and sign</i>	
Professional Guardians	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Professional Guardians are paid for their services over and above expenses)</i>
Title of Guardian 1	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/> Other State:
Full Name of Guardian 1	
Address of Guardian 1 <i>If less than 5 years please also state previous Address (separate paper if necessary)</i>	Contact Tel: _____ Email: _____
Signature of Guardian 1	Date of Birth / /

Section 2: Guardian 2 <i>Please complete and sign</i>	
Professional Guardians	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Professional Guardians are paid for their services over and above expenses)</i>
Title of Guardian 2	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/> Other State:
Full Name of Guardian 2	
Address of Guardian 2 <i>If less than 5 years please also state previous Address (separate paper if necessary)</i>	Contact Tel: _____ Email: _____
Signature of Guardian 2	Date of Birth / /

Section 2: Guardian 3 <i>Please complete and sign</i>	
Professional Guardians	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Professional Guardians are paid for their services over and above expenses)</i>
Title of Guardian 3	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/> Other State:
Full Name of Guardian 3	
Address of Guardian 3 <i>If less than 5 years please also state previous Address (separate paper if necessary)</i>	Contact Tel: _____ Email: _____
Signature of Guardian 3	Date of Birth / /

Section 2: Guardian 4 <i>Please complete and sign</i>	
Professional Guardians	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Professional Guardians are paid for their services over and above expenses)</i>
Title of Guardian 4	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/> Other State:
Full Name of Guardian 4	
Address of Guardian 4 <i>If less than 5 years please also state previous Address (separate paper if necessary)</i>	Contact Tel: _____ Email: _____
Signature of Guardian 4	Date of Birth / /

Legal and protection services at Marsh Ltd: ☎ 0207 178 4116 ✉ Lps.enquiries@marsh.com

Please send this form (and make your cheque payable to) Marsh Ltd,
Marsh Ltd LAPS, PO Box 4859, Worthing, BN11 9TY

SECTION 3: Authorisation (FOR OFFICE USE ONLY)	Bond No. <input type="text"/>
CREDIT CHECK RESULTS Guardian 1 <input type="checkbox"/> Guardian 2 <input type="checkbox"/> Guardian 3 <input type="checkbox"/> Guardian 4 <input type="checkbox"/>	DATE STAMP
Signed for and on behalf of the Cautioner: Date: _____	

Marsh Ltd Registered in England and Wales Number: 1507274 Registered office 1 Tower Place West, Tower Place, London, EC3R 5BU
Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

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