

## APPLICATION FORM

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

To be completed in full by the Guardian applying for Caution

<b>Section 1: Bond details</b> (Completed in capital letters)	
Name of Adult:	
Amount of Caution:	£
Annual Premium:	£
OPG ref:	PG/
Bond Duration:	

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 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 the 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**

For the purpose of handling your application and servicing a Bond, Marsh and insurers use the personal data you have provided either relating to you or a third party. More information about how we use personal data is provided in the enclosed Terms of Engagement and in the Marsh Privacy Notice available at <https://www.marsh.com/uk/privacy-notice.html>. You can request a copy of the Marsh Privacy Notice by contacting [dataprotection@marsh.com](mailto:dataprotection@marsh.com).

#### **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, see below.**

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

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

Section 2: To be completed and signed by <b>Guardian 1</b>			
<b>Title</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/> Other Please state: _____	<b>Date of Birth</b>	/ /
<b>Full Name</b>		<b>Landline</b>	
<b>Current Address</b> If less than 5 years please provide previous address (use separate paper if necessary)		<b>Mobile</b>	
		<b>Email</b>	
<b>Signature of Guardian 1</b>		<b>Professional Guardian*</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 2: To be completed and signed by <b>Guardian 2</b>			
<b>Title</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/> Other Please state: _____	<b>Date of Birth</b>	/ /
<b>Full Name</b>		<b>Landline</b>	
<b>Current Address</b> If less than 5 years please also provide previous address (use separate paper if necessary)		<b>Mobile</b>	
		<b>Email</b>	
<b>Signature of Guardian 2</b>		<b>Professional Guardian*</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 2: To be completed and signed by <b>Guardian 3</b>			
<b>Title</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/> Other Please state: _____	<b>Date of Birth</b>	/ /
<b>Full Name</b>		<b>Landline</b>	
<b>Current Address</b> If less than 5 years please also provide previous address (use separate paper if necessary)		<b>Mobile</b>	
		<b>Email</b>	
<b>Signature of Guardian 3</b>		<b>Professional Guardian*</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 2: To be completed and signed by <b>Guardian 4</b>			
<b>Title</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/> Other Please state: _____	<b>Date of Birth</b>	/ /
<b>Full Name</b>		<b>Landline</b>	
<b>Current Address</b> If less than 5 years please also provide previous address (use separate paper if necessary)		<b>Mobile</b>	
		<b>Email</b>	
<b>Signature of Guardian 4</b>		<b>Professional Guardian*</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* Professional Guardians are paid for their services over and above expenses

Payment by Cheque
Please make cheques payable to <b>Marsh Ltd</b> and send this along with this form to: Marsh Ltd, Marsh Legal & Protection (LAPS), PO Box 306, Lowton Way, Sheffield, S98 1TF

Payment by BACS or Card		
For payments by BACS or card please send your completed form to: Marsh Legal & Protection Services, 1 <sup>st</sup> Floor, Coal House East, 10 Dumfries Place, Cathays, Cardiff, CF10 3RJ		
<table border="0"> <tr> <td style="vertical-align: top;">                     BACS payments must be made to the account below quoting your <b>PG/</b> reference:                      Account name: Marsh Ltd                      Account number: 93729842                      Sort code: 20-00-00                 </td> <td style="vertical-align: top;">                     To make payment by credit or debit card please call us on the number below.   <b>Please DO NOT send bank or card details in the post or via email.</b> </td> </tr> </table>	BACS payments must be made to the account below quoting your <b>PG/</b> reference: Account name: Marsh Ltd Account number: 93729842 Sort code: 20-00-00	To make payment by credit or debit card please call us on the number below.  <b>Please DO NOT send bank or card details in the post or via email.</b>
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Legal & Protection Services at Marsh Ltd ☎ 0207 178 4116 ✉ [Lps.enquiries@marsh.com](mailto:Lps.enquiries@marsh.com)

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Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

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