

## APPLICATION FORM

### GUARANTEE BOND FOR THE COURT OF PROTECTION – MENTAL CAPACITY ACT 2005

To be completed in full by the Deputy applying for Security

<b>Section 1: Bond details</b> (Completed in capital letters)	
Name of "P":	
Amount of Security:	£
Annual Premium:	£
Court reference:	
Is this a transfer of an existing bond:	

The Deputy/Deputies listed in Section 2 of this bond form have been appointed by the Court of Protection (*the Court*) Deputy/Deputies in the matter of "P". This appointment is subject to Me/Us giving Security in the sum stated above to the satisfaction of the Public Guardian.

#### IT IS AGREED as follows:-

1. Aviva Insurance Limited, or its successors ("the Surety Company") hereby guarantees that upon payment of the premiums due, it will pay to persons nominated by the Court or the Public Guardian, the amount of the loss, not exceeding the amount of Security, should I/We fail to carry out My/Our Deputyship duties.
2. I/We and My/Our respective legal Personal Representatives and estates shall remain liable or jointly and severally liable to the Surety Company should the Court of Protection forfeit the Bond and the Surety Company may take such action as is appropriate against Me/Us personally to recover any loss.
3. The Court or the Office of the Public Guardian may from time to time by Endorsement to this Bond increase or reduce the amount of Security. I/We agree that the Surety Company will amend the level of Security to the required amount. I/We shall be responsible for paying any increased or reduced future annual premium out of "P's" estate and shall be liable for the revised amount of Security in accordance with clause 2 above.
4. I/We shall pay from "P's" estate the first and all future premiums by the due date in respect of this Bond or any Endorsement otherwise the Surety Company may apply to the Court 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 Surety Company shall remain liable under this Bond until an Order is made by the Court relieving Me/Us and/or the Surety Company 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 Security 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 Deputies (i.e. Deputies that are not paid for their services or covered under a Professional Indemnity insurance policy) and will report any adverse findings to the Court, the Office of the Public Guardian and the Surety Company. Please read the following Data Protection wording.

#### DATA PROTECTION ACT - Personal Data

##### Please read in conjunction with the Guarantee Bond overleaf

For the purposing 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 Deputy 1			
<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 Deputy 1</b>		<b>Professional Deputy*</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 2: To be completed and signed by Deputy 2			
<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 Deputy 2</b>		<b>Professional Deputy*</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 2: To be completed and signed by Deputy 3			
<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 Deputy 3</b>		<b>Professional Deputy*</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 2: To be completed and signed by Deputy 4			
<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 Deputy 4</b>		<b>Professional Deputy*</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* Professional Deputies 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, 1st Floor, Coal House East, 10 Dumfries Place, Cathays, Cardiff, CF10 3RJ	
BACS payments must be made to the account below quoting your <b>Court</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>

Legal & Protection Services at Marsh Ltd ☎ 0207 178 4116 ✉ [Lps.enquiries@marsh.com](mailto:Lps.enquiries@marsh.com)

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