

Guardianship, Intervention Order or Judicial Factor Bond of Caution Insurance

Insurance Product Information Document

Company: Royal & Sun Alliance Insurance Ltd; registered in England and Wales. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 202323

Product: Guardianship, Intervention Order or Judicial Factor Bond of Caution

This document is a summary of the key information relating to this bond. Complete pre-contractual and contractual information on the product can be found in other documents.

What is this type of insurance?

Required by law before you can take up the duties of your court appointment as Guardian to the Adult, as Intervener to the Adult or as Judicial Factor to the matter applied for to the court. The Adult is the person whom an application to the court has been made for you to be appointed over. The bond can only be applied for from us by a firm of solicitors acting on your behalf or by an insurance broker. You cannot apply to us directly.



What is insured?

- ✓ Required by law before you can take up the duties of your court appointment as Guardian, Intervener or Judicial Factor
- ✓ A bond does **not** provide any insurance or protection for you
- ✓ It provides a guarantee that if the Office of the Public Guardian wants you to pay back funds in to the Adult's estate then these will be paid by you
- ✓ The Office of the Public Guardian make a claim on us, we pay them on your behalf and you then need to pay us
- ✓ If it is a judicial factor bond then it provides a guarantee that if the Office of the Accountant of Court wants you to pay back funds in to the estate for which you have been appointed Judicial Factor over then these will be paid by you
- ✓ The Office of the Accountant of Court make a claim on us, we pay them on your behalf and you then need to pay us



What is not insured?

- ✗ You are **not** insured or protected by this bond
- ✗ The bond does not operate in relation to an error made by the Office of the Public Guardian or by the Office of the Accountant of Court
- ✗ The bond does not operate in relation to anything the Office of the Public Guardian or the Office of the Accountant of Court has advised you to do
- ✗ The bond does not operate in relation to any party authorised by you to act on your behalf in relation to your appointment as Guardian or Intervener or Judicial Factor



Are there any restrictions on cover?

- ! You cannot make a claim on this bond
- ! The most we can pay out in total is the amount of caution or surety in the bond



Where am I covered?

- ✓ You are not covered by this bond



What are my obligations?

- As court appointed Guardian, Intervener or Judicial Factor you are under an obligation to deal with the Adult's estate properly or the matter you have been appointed as Judicial Factor over properly. If the Office of the Public Guardian or the Office of the Accountant of Court think you have not acted properly then they can claim on this bond. We have to pay them. You then need to pay us back what we have paid and pay us back our costs and expenses in relation to that payment which we made.



When and how do I pay?

You need to pay for this bond before it is issued to your firm of solicitors or the insurance broker who have applied to us for this bond. Please speak with the firm of solicitors or the insurance brokers over this before we issue this bond. You need to pay the annual premium to us on or before the annual due by date written in to your bond. The annual premium can be paid by cheque, card or bank transfer to us.



When does the cover start and end?

The bond commences when it is issued by us to your firm of solicitors or the insurance broker and it ends when the Office of the Public Guardian or the Office of the Accountant of Court say that the bond can end.



How do I cancel the contract?

As a consumer you have a statutory right to cancel the bond within 14 days, starting on the day that you or your agent receive the bond.

Please note that if you choose to lodge the bond with or copy the bond to the Court or the Public Guardian or the Accountant of Court within the 14 day period then this right to cancellation is lost.

To cancel under the above right please send the bond to us at the address shown on the covering letter. On receipt of the same we will refund the premium paid and destroy the bond.

Other than the above, you cannot cancel this contract. The Office of Public Guardian or the Office of the Accountant of Court can cancel this contract.

Royal & Sun Alliance Insurance Ltd, is authorised by the Prudential Regulation Authority as an insurance company and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. It is authorised to sell and administer insurance contracts under Registration No. 202323. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting them on 0800 111 6768 (free from landlines) or 0300 500 8082 (mobiles).