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APPLICATION FOR A FACILITY FOR THE ISSUING OF COURT BONDS IN FAVOUR OF THE MASTER OF THE HIGH COURT FOR ESTATE PRACTISIONARS

1 PERSONAL PARTICULARS

- 1.1 Surname
- 1.2 Full Names
- 1.3 Title
- 1.4 Identity Number
- 1.5 Profession
- 1.6 Residential Address
- 1.7 Residential Postal Address
- 1.8 Cell Phone Number
- 1.9 Email address
- 1.10 Home Telephone Number

2 BUSINESS PARTICULARS

- 2.1 Full name of Employer
- 2.2 Business Physical Address
- 2.3 Business Postal Address
- 2.4 Business Telephone Number
- 2.5 Business Fax Number
- 2.6 Email address of the person handling your Invoices and Statements for Court Bonds / Sureties (if not yourself)
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3 EXPERIENCE IN THE HANDLING OF INSOLVENT ESTATE, LIQUIDATIONS, DECEASED ESTATES ETC

- 3.1 How long have you been on the Master's Panel?
- 3.2 If not on the Master's Panel yet please provide experience in handling of Estates (Period and Type)
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.....
- 3.3 Have you ever been relieved of an appointment? If so, for what reason

3.4 Has the Master of the High Court ever refused, denied or reduced your remuneration as a result of misconduct / incompetence / inefficiency?

[Yes / No]

If yes, provide full detail(s)

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3.5 Has the Master of the High Court ever called up any Bond of Security on which your name has appeared, either as a sole appointment or in a joint capacity? If so, provide details

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4 FACILITY

4.1 Do you currently have court bond facilities with other insurers? If so, state name of insurers

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4.2 Has any application ever been declined? If so, provide reasons

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5 GENERAL

5.1 Have you ever been declared insolvent, or have you ever had to reach an agreement with your personal creditors?

[Yes / No]

If yes, state name(s) and address(es) of the trustee or distributor(s)

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.....

5.2 Are you a member of any professional organisations/bodies? (eg; Law Society, Public Accountants, Auditors Board and SARIPA)

[Yes / No]

if yes please provide details as well as specifics on the organizations disciplinary powers over it's members: disciplinary within or suspended.

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5.3 Have you ever had a judgement against your name?

[Yes / No]

If yes, provide full detail(s)

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.....

5.4 Have you ever been convicted of a misdemeanor involving dishonesty / fraud / theft?

[Yes / No]

If yes, provide full detail(s)

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.....

5.5 Are you aware of any investigation into your conduct and actions or into the conduct or actions of any of your agents?

[Yes / No]

If yes, provide full detail(s)

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.....

5.6 Do you have Professional Indemnity Insurance (P.I.)?

[Yes / No]

If yes, state full detail(s)

the name of the insurer

the limit of cover

the name of the Insured as stated on the policy

expiry / renewal date as Stated on the policy.....

5.7 Have you ever claimed against your Professional Indemnity Insurance (P.I.)?

[Yes / No]

If yes, state full detail(s)

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5.8 Do you have Fidelity Insurance? If so, state name of insurer and sum insured

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5.9 Are you insured in terms of Misappropriation of Trust Funds? If so, state name of insurer and sum insured

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5.10 If you are an attorney you enjoy P.I. cover through the Law Society. Are the fees which you earn on estates that we issue guarantees on, due to your law practice or to another entity. Please advise

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Law firms: Please also note that we require confirmation from the Law society / broker / insurer that the professional indemnity cover extends to liquidations, insolvent estates, deceased estates and / or your appointment as curator bonis.

6 WARRANTY AND CONDITIONS

I hereby declare that to the best of my knowledge and belief, the information provided in this application is true in every respect, and shall form the basis of the agreement between myself and the Insurance Company, (hereinafter the Company)

Should the Company agree to provide me with a court bond facility and act as surety by the issue of a court bond, I hereby undertake and agree that:

- 6.1 The following terms and conditions are agreed as governing the agreement between the Company and myself relating to any court bond suretyships issued by the Company on my behalf ("bonds"):
- 6.2 Should the Company so request, I will be fully compliant in providing them with information and access to records and correspondence relating to each estate/trust insured by the Company, as if the Company were in a similar position to the Master of the High Court or any beneficiary, creditor or heir;
- 6.3 I further agree that the premium as specified by the Master is due on acceptance of surety by the Master of the High Court. Should a surety be in force following the lapse of one year from the inception date, I furthermore agree to pay the Company all renewal premiums for the subsequent years at renewal date.
- 6.4 Premiums are calculated and paid on an annual basis and no pro rata refunds will be paid.
- 6.5 A bond may be increased at any time or reduced within the first thirty days of issue. The first premium will be calculated and payable on the amount reflected on the bond, (or any endorsement relating to the value of the bond), at the end of the thirty day period. Likewise premiums payable on renewals will be calculated and payable according to the value of the bond thirty days after money received or 30 day after the anniversary date of the bond.
- 6.6 I will ensure that the bond amount reflects the value of the assets in the estate insured at any given time and undertake to ensure that all assets within estates are sufficiently insured.
- 6.7 A certificate issued under the hand of a Director of the Company, whose status need not be proved, shall be *prima facie* proof of the facts stated therein relating to any amount owing on a bond. In the event that I dispute the content of the certificate, the onus shall be on me to disprove the content of the certificate.
- 6.8 I hereby consent to the jurisdiction of the Magistrates Court having jurisdiction over me in respect of all legal proceeding, notwithstanding that the value of the matter in dispute might exceed the jurisdiction of the Magistrate Court. Notwithstanding the foregoing, the Company is entitled to institute action in any High Court having jurisdiction.
- 6.9 I choose domicilium citandi at executandi for all purposes, including the giving of any notice, the payment of any sum and the serving of any process, at the address set out in clause 1.7 above of the Application Form.
- 6.10 This document constitutes the sole record of the agreement between myself and the Company in relation to the subject matter hereof. the Company shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This document supersedes and replaces all prior commitments, undertakings or representations, whether oral or written between the parties in respect of the subject matter hereof.
- 6.11 No addition to, variation, novation or agreed cancellation of any provision of this document shall be binding upon the Company unless reduced to writing and signed by or on behalf of the Company.
- 6.12 If there are any material changes to the information contained in this application I will inform the Company with immediate effect.

7 DOCUMENTATION TO ACCOMPANY THE DUELY COMPLETED APPLICATION FORM

- 7.1 A certified copy of your Identity document
- 7.2 Confirmation of PI insurance ie. Your policy schedule
- 7.3 Your shortened Curriculum Vitae (CV) containing information on your tertiary qualifications, professional experience in the handling and administration of estates.
- 7.4 Please also take note that the Company will assess the content and validity of the information contained in the application form by means of various checks including a Credit Search but not limited to a credit check.

Signed at _____ on this _____ day of _____, 20____

Signature of applicant _____