

Court of Protection Bonds – England and Wales



Insurance Product Information Document

Company: Aviva Insurance Limited

Product: Deputyship Bond

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

This is a summary of our bond product. You will find all the terms and conditions (along with other important information) in the policy document and proposal form.

What is this product?

The Deputyship Bond is a guarantee to pay any financial losses suffered by “The Patient” arising from your failure to perform your Deputyship duties as directed by the Court of Protection. It meets the security needs of the Court of Protection and The Office of the Public Guardian.



What is covered?

- ✓ Aviva Insurance Limited guarantees that it will pay, as directed by the Court of Protection, the amount of financial loss suffered by the person for whom you are acting as Deputy should you fail to carry out your Deputyship duties.
- ✓ The maximum amount that will be paid will not exceed the value of the bond.



What is not covered?

- ✗ You as the Deputy are not covered by this bond, which acts solely to cover the financial losses suffered by the person for whom you are acting as Deputy.
- ✗ If Aviva is directed to make a payment under this bond, you as Deputy are liable to reimburse Aviva for its loss and costs suffered as a result. Aviva may take legal action to recover those costs and losses from you, which may meet or exceed the value of the bond.



Are there any restrictions on cover?

- ! You cannot make a claim on this bond.
- ! If we are instructed by the courts to make a claim, the most we can pay out in total is the amount of security in the bond.



Where am I covered?

- ✓ You are not covered by this bond. The cover it does provide for the Patient's financial losses applies in respect of Deputyships in England and Wales.



What are my obligations?

As court appointed Deputy you are under an obligation to deal with the Patient's estate properly. If the Office of the Public Guardian 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. You need to pay the annual premium to us on or before the annual renewal date. The annual premium can be paid by cheque, card or bank transfer to us.
- A single premium is payable in respect of Basic Bonds. Please speak to your bond provider to understand what is required for your particular bond.
- All premiums are payable in full and you will not be entitled to any refund in the event of early termination or replacement of the bond.
- The Court of Protection may from time to time increase or reduce the amount of security and you shall be responsible for paying any increased or reduced future annual premium.



When does the cover start and end?

The bond will remain in force until the requirement for you to provide security is discharged by the Court of Protection.



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 of Protection or the Office of the Public Guardian 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 the bond without the permission (discharge of security) of the Court of Protection.

