

To: \_\_\_\_\_  
(Name of Fund Company)



## Request and Indemnity

The undersigned, \_\_\_\_\_, who is/are designated as the Estate Representative/s of and under the last will and testament (the "will") of \_\_\_\_\_ (the "deceased") represents and warrants to you as follows:

1. At the time of death the deceased resided in the \_\_\_\_\_ of \_\_\_\_\_ and was domiciled in the Province of \_\_\_\_\_.
2. The deceased died on \_\_\_\_\_, 20\_\_ as evidenced by the attached notarized copy of the death certificate.
3. The will, a notarized true copy of which accompanies this request and indemnity, constitutes the last will and testament of the deceased and there are no codicils, other than the codicil or codicils (if any) included with such certified true copy of the will.
4. The undersigned wishes to avoid the time, aggravation and expenses payable if an application is made for Certificate of Appointment of Estate Trustee with a Will or for Probate of the will. No such application has been made or is intended to be made in any jurisdiction.
5. There are sufficient assets within the Estate to cover the debts of the Estate.
6. At the time of death the deceased had on deposit with you in account No's. (list all accounts):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

assets (the "account assets") valued at approximately \$\_\_\_\_\_.

Based on the accuracy of the forgoing representations and warranties the undersigned requests you to transfer the account assets from the name of the deceased into the name of

\_\_\_\_\_

without requiring that an application be made for a Certificate of Appointment of Estate Trustee with a Will or for probate of the will in any jurisdiction.

In consideration of your complying with the forgoing request and agreeing to transfer the account assets as so requested the undersigned agrees:

- a. In his or her personal capacity and, in that capacity, on behalf of his or her heirs, executors, administrators and assigns; and
- b. In his or her capacity as the (an) Estate Representative of an under the will and, In that capacity, on behalf of his or her successors and assigns;

to and with you, your successors and assigns and your officers, employees and agents and their heirs, executors, administrators and assigns (collectively, the "indemnified parties" and each individually, an "indemnified party") to indemnify the indemnified parties and hold them harmless from:

- i. all losses, costs, damages, expenses or liabilities, including costs, expenses, interest, legal fees on a solicitor and client basis and other fees incurred or paid by an indemnified party; and
- ii. all damages, costs and reasonable legal fees awarded against an indemnified party in respect of any actions, causes of action, suites, demands, proceedings and claims:

arising from or related in any way to the inaccuracy of any of the undersigned's forgoing representations and warranties or your compliance with the forgoing request and the transfer by you of the account assets as so requested.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

_____ Witness 1 Signature	_____ Witness 1 Name (Print)	_____ Witness 1 Address
_____ Estate Representative 1 Signature	_____ Estate Representative 1 Name (Print)	_____ Estate Representative 1 Address
_____ Witness 2 Signature	_____ Witness 2 Name (Print)	_____ Witness 2 Address
_____ Estate Representative 3 Signature	_____ Estate Representative 3 Name (Print)	_____ Estate Representative 3 Address