

PROBATE AND FIDUCIARY APPLICATION SHORT FORM

Bond Number: _____

SURETY		BOND AMOUNT \$ _____	REQUESTED EFFECTIVE DATE _____	INITIAL TERM OF BOND _____
NAME OF DECEASED OR PROTECTED PERSON OR TITLE OF CASE		COURT & COUNTY WHERE BOND FILED		CASE/ DOCKET NUMBER
TYPE OF BOND: <input type="checkbox"/> PERSONAL REPRESENTATIVE <input type="checkbox"/> ADMINISTRATOR <input type="checkbox"/> EXECUTOR <input type="checkbox"/> GUARDIAN <input type="checkbox"/> TRUSTEE <input type="checkbox"/> CONSERVATOR <input type="checkbox"/> OTHER				
U.S. CITIZEN <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO; RESIDENCY STATUS :		PRIOR SURETY <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, Name _____		BIRTH DATE OF PROTECTED PERSON OR DATE OF DEATH _____
APPLICANT (PRINCIPAL) FIRST NAME/ MIDDLE NAME/ LAST NAME			SOCIAL SECURITY NUMBER	EMAIL ADDRESS
APPLICANT ADDRESS /CITY/ STATE/ ZIP				TELEPHONE NUMBER
HOMEOWNERSHIP <input type="checkbox"/> YES <input type="checkbox"/> NO	APPLICANT OCCUPATION	ANNUAL SALARY \$ _____	APPLICANT NET WORTH \$ _____	RELATIONSHIP TO DECEASED / PROTECTED PERSON
WHAT IS YOUR SHARE OF THE ESTATE? (%)	NUMBER OF HEIRS?	ESTATE ASSETS / LIABILITIES		
		CASH: \$ _____	PERSONAL ASSETS: \$ _____	REAL ESTATE: \$ _____
Yes <input type="checkbox"/> No	Is there an ongoing business in the estate?	Yes <input type="checkbox"/> No	Is the principal a successor fiduciary?	
Yes <input type="checkbox"/> No	Has any party had prior custody of assets?	Yes <input type="checkbox"/> No	Have you or your spouse filed for bankruptcy?	
Yes <input type="checkbox"/> No	Is there any dissension among heirs, or is bond being required by an interested person?	Yes <input type="checkbox"/> No	Is the estate involved in or potentially involved in any litigation?	
Yes <input type="checkbox"/> No	Does last will/testamentary instrument exceeds \$1 million? If yes, attach copy.	Yes <input type="checkbox"/> No	Attorney to remain involved throughout case?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the principal indebted to estate?			
<i>IF ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, SUBMIT FULL DETAILS TO COMPANY FOR APPROVAL BEFORE EXECUTING BOND</i>				
ATTORNEY NAME & BAR NUMBER				ATTORNEY EMAIL ADDRESS
ATTORNEY ADDRESS /CITY/ STATE/ ZIP				ATTORNEY PHONE NUMBER

INDEMNITY AGREEMENT - First year's premium is fully earned upon execution of the bond for the Applicant.

The undersigned Indemnitors (collectively Applicant) request that _____ and its affiliates, subsidiaries, and reinsurers (collectively "Surety") furnish the above bond and such other bonds that may be required by or on behalf of the Applicant. The undersigned certifies that all information provided is true and agrees as follows:

1. In consideration of the Surety executing or guaranteeing any bond or bonds and for value received, Applicant hereby covenants, promises, and agrees to pay Surety an annual premium in advance each year during which liability under the bond shall continue in force until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. The Surety shall have the right to examine Applicant's credit history, department of motor vehicle records, employment history, books and records and the assets covered by the bond, or the assets pledged as collateral for the bond.
3. All Applicants, jointly and severally, agree to indemnify and keep indemnified the Surety from and against any and all liability, costs, charges, suits, damages, attorney fees and expenses of whatever kind or nature (including attorney fees and expenses incurred in enforcing this Agreement) which the Surety may at any time sustain or incur, for or by reason, or in consequence of Surety having executed such bond or bonds.
4. The Applicant, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense, or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have executed for the Applicant.
5. Unless otherwise indicated herein, the bond applied for shall not be applicable to guarantee or insure the Applicant's operation, management, or control of an ongoing business operation.
6. The Surety may, at its discretion, impose a "joint control" requirement as a condition of the execution of the bond for the Applicant.
7. Surety's decision to furnish a bond for the Applicant is conditioned upon the Applicant's retention of competent legal counsel throughout the duration of any period of time, which the bond is in effect.
8. All applicants confirm by signing the application that no party has objected to the bond principal's appointment or, if such objection has been made, Applicant has made surety aware of the objection in writing.

"ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Signed, sworn to and dated this _____ day of _____, _____.

 X
Signature _____ Print Name _____

 X
Witness Signature _____ Print Name _____

 X
Spouse Signature (If Applicable) _____ Print Name _____

 X
Witness Signature _____ Print Name _____

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CREDIT AUTHORIZATION:

Each Applicant or Indemnitor (i) authorizes Surety to obtain information from third parties, including personal credit reports, in connection with Surety's initial and on-going underwriting of any Bonds that Surety considers issuing for any Principal, and (ii) releases Surety from any and all liability relating to same.

NON-BINDING:

The signing of this Application does not bind the Surety to issue, or the Applicants/Indemnitors to purchase, any surety Bonds.

FRAUD NOTICES:

(Not State Specific; see Fraud Notices Applicable in Certain Specific States below): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

APPLICABLE IN ALABAMA, ARKANSAS, ARIZONA, DISTRICT OF COLUMBIA, LOUISIANA, MARYLAND, RHODE ISLAND, & WEST VIRGINIA: Any person who knowingly (*or willfully in MD*) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (*or willfully in MD*) presents false information in an application for insurance is guilty of a crime and may be subject to restitution, or fines, or confinement in prison, or any combination thereof.

APPLICABLE IN COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA AND OKLAHOMA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (*in Florida, a felony of the third degree*).

APPLICABLE IN KANSAS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY & PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

APPLICABLE IN OREGON: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may commit a fraudulent insurance act, which may be a crime, and which may subject such person to penalties.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA, & WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

APPLICABLE IN OHIO: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN NEW YORK: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.