

Probate & Fiduciary Bond Application

Type of Bond: _____ Bond No.: _____

Hearing Date: _____ Amount: _____

County Probate Court and Address: _____ Case No: _____

Estate Name: _____

Name: _____ Tel. # _____

Address: _____

City: _____ State: _____ Zip Code: _____

Social Security No. _____ Driver's License # _____ State _____

Your Net Worth _____ Your Annual Income _____ Your Date of Birth _____

Do you own a home? _____ Rent? _____ Other _____

Your Bank _____ Bank Account # _____

Are you currently employed? _____

Employer _____ Position/If retired, previous position _____

If self employed, explain nature of business _____

Address _____ City _____ State _____ Zip _____

Tel # (_) _____ Length of employment/ownership _____

What is your relationship to the Decedent, Conservatee, or Minor? _____

What is your share of this estate (Decedent's estate only) _____

Have you had a criminal conviction? _____ Lost a civil judgment? _____

If yes, explain _____

Have you or your spouse filed personal bankruptcy? _____ If yes, when? _____

Are you indebted to Decedent/Conservatee? _____ If yes, amount \$ _____

ESTATE INFORMATION

Name of Decedent/Conservatee/Minor _____

Date of Birth of Conservatee/Minor _____

Amount of cash in estate _____ Value of securities _____ Value of Real Property _____

Other Assets _____ Annual Income (All Sources) \$ _____

Bank where ESTATE ACCOUNT will be opened _____

City _____ State _____ Zip code _____

Where will securities be kept? _____

(Safe deposit box, Brokerage – Including Name & Address)

Does estate contain an ongoing business? _____ If yes, name _____

Type _____ Will it be continued? _____

If yes, do you understand the Surety will require you to obtain a court order to continue business? _____

APPLICANT'S ATTORNEY INFORMATION

Your Attorney's name _____
Law Firm: _____ Phone No. _____
Address: _____
City _____ State _____ Zip code _____

Do you understand that the first year's bond premium is not refundable? _____
Do you understand the court must order all increases and reductions to the bond? _____
Do you understand the bond is in effect until a final discharge is signed by the judge and a copy delivered to the surety? _____
Do you understand the bond premium is to be paid annually? _____
Do you understand you must retain an attorney throughout the administration of this estate? _____

REQUIRED

AUTHORIZATION TO CHARGE CREDIT CARD (IN THE EVENT OF NON-PAYMENT OF PREMIUM.)

HCC Surety Group and its affiliates, will continue to provide bonds and service to its clients on a timely basis, requiring that guaranteed premiums be paid within (45) days after issuance of any bond(s) and within (45) days after date of renewal each year until we are furnished, by you or your attorney with a final discharge of other judgment exonerating the bond or surety in this matter. The authorization information below will be held on file in confidence. The credit card number may be checked for validity before issuance of the bond. No charge will be made unless or until non-payment of premium as described below.

HCC Surety Group and its affiliates, will hold this authorization information on file until there is a non-payment of premium through normal means of billing practice. If, after a billing cycle of thirty (30) days from the date of issuance of the bond (specifically the date of execution on the bond form), premium is not received in this office by close of business on the 30th day, then you authorize us to charge the card below for "premium(s) due".

Once the "premium(s) due" becomes (31) days late, the card number below may be used to pay the premium for the bond or service which was provided to you by HCC Surety Group at 601 S. Figueroa St., Suite 1600, Los Angeles, CA 90017 (310) 649-0990.

Applicant agrees that HCC Surety Group and its affiliates, may pursue all avenues of collection, including use of collection agencies, and authorizes HCC Surety Group and its affiliates to submit credit card charges using the charge card listed below to recover all payments due and all other unpaid amounts due to non-payment of premium.

Card Type: VISA _____ M/C _____ Card No: _____ Exp Date: _____

I hereby declare that I am the holder of the above credit card, or have been authorized by the holder of said card, to use it to pay premium(s) or services provided by HCC Surety Group and its affiliates. I also understand that this credit card may be charged for any future invoice renewal premiums that become more that (30) days past due as described above.

Name on Card: _____ Cardholder Signature: _____ Date _____

INDEMNITY AGREEMENT

The undersigned applicant and/or indemnitors hereby request that HCC Surety Group, comprised of American Contractors Indemnity Company, U.S. Specialty Insurance Company, United States Surety Company, and its affiliates, subsidiaries, and reinsurers (hereinafter collectively referred to as "the Company") become surety for and furnish the above bond and such other bond or bonds as may now or hereafter be required by or on behalf of the above named applicant. I understand that a consumer report may be obtained about me now and from time to time in the future, and if I ask, I will be told if a consumer report has been obtained and the name and address of the agency that supplied the report.

The undersigned declares under penalty of perjury that the information and statements contained in this application are true, and the undersigned jointly and severally, in consideration of the Company being a surety, or executing or guaranteeing any bond or bonds for the applicant, do for value received hereby covenant, promise, and agree to pay the Company the usual annual premium; and we each jointly and severally agree to indemnify and keep indemnified the Company from and against any liability and all costs, charges, suits, damages, counsel fees and expenses of whatever kind or nature which said Company shall at any time sustain or incur, for or by reason, or in consequence of said Company having become surety or entering into such bond or bonds and agree to place the Company in funds to meet any claim or demand before it shall be required to make payment.

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. Additionally, the Company may at its discretion impose a "joint control" requirement as a condition of the issuance of the bond to the undersigned applicant. In any event, issuance of a bond to the undersigned 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.

Signed this _____ day of _____ 20 _____

By: _____ X _____

FRAUD NOTICE

Any person who, with the intent to defraud or knowing that he 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.

