

# International Fidelity Insurance Company

## PROBATE BOND APPLICATION

ADMINISTRATOR     EXECUTOR     CONSERVATOR     GUARDIAN     TRUSTEE

### APPLICANT INFORMATION: Please type or use black ink.

Full Name: \_\_\_\_\_ Age: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Area Code/Tele #: \_\_\_\_\_  
Address: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
How long at this address? \_\_\_\_\_ Do you own or rent? \_\_\_\_\_ Present Employer: \_\_\_\_\_  
No. of Dependents? \_\_\_\_\_ Address: \_\_\_\_\_  
Driver's License #: \_\_\_\_\_ Work No: \_\_\_\_\_  
How long employed here? \_\_\_\_\_ Salary: \$ \_\_\_\_\_  
Title/Position: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_  
Spouse's Full Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Spouse's Work No.: \_\_\_\_\_

### Personal References (List 3) Complete address, city, state, zip, and telephone number.

Name	Complete Address	Area Code/Tele No.
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

State Applicants Relationship to deceased, Incompetent, or a Minor: \_\_\_\_\_

List Applicant's next of Kin other than spouse: (Give Name, Address, City, State, Zip, and Telephone No.): \_\_\_\_\_

Type of Bond Required: \_\_\_\_\_ Amount: \_\_\_\_\_  
Has Application been made to another Surety? \_\_\_\_\_ Y \_\_\_\_\_ N Cause Number: \_\_\_\_\_  
County: \_\_\_\_\_ County of Probate Court? \_\_\_\_\_  
State: \_\_\_\_\_

Complete the following, as it is to appear on the bond: IN THE MATTER OF THE ESTATE OF:

If administration, give date of death: \_\_\_\_\_

If NCM (Ward) or Minor, give age or date of birth: \_\_\_\_\_

If administration, list heirs. (Attach second sheet if needed):

Name	Age	Relationship	Address
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

If administration, is there a will? \_\_\_\_\_. If yes, please submit a copy with this application.

Is there any dissension relative to this estate among next of kin, heirs, or creditors? \_\_\_\_\_

If so, give details of dissension: \_\_\_\_\_

\*Assets of Estate: Cash? \_\_\_\_\_ Stocks & Bonds? \_\_\_\_\_ Real Estate? \_\_\_\_\_ Other Assets? \_\_\_\_\_

\*Liabilities of Estate: \_\_\_\_\_ Mortgages on Real Estate? \_\_\_\_\_

If Estate covered under prior bond, give name of principal and amount of prior bond: \_\_\_\_\_

Name of Surety Co: \_\_\_\_\_ If different Surety, state reason for change: \_\_\_\_\_

Do Assets include ongoing business? \_\_\_\_\_ If so, state nature of business: \_\_\_\_\_

Will it continue: \_\_\_\_\_ Is applicant indebted to estate? \_\_\_\_\_ If so, give nature of debt and amount: \_\_\_\_\_

Attorney's Full Name and Address: \_\_\_\_\_

State Bar No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

The following financial statement is to be completed by the company or person(s) applying for the bond on the reverse side. Photocopies may be made and completed or independently prepared financials may be submitted and such shall be herewith incorporated to this agreement by reference.

**\*DO NOT INCLUDE ASSETS OF THE ESTATE OF GUARDIANSHIP\***  
Please complete fully using best estimates. A credit report will be obtained.

ASSETS			LIABILITIES		
CASH	IN BANK	A \$	NOTES PAYABLE TO BANKS	SECURED	I \$
	ON HAND	\$		Non-Secured	J \$
STOCK, BONDS, ETC.		B \$	NOTES PAYABLE TO RELATIVES		K \$
ACCOUNTS RECEIVABLE		C \$	ACCOUNTS AND NOTES PAYABLE TO OTHERS		L \$
CASH SURRENDER VALUE ON LIFE INS		D \$	BONDS AND INTEREST DUE		M \$
OTHER STOCKS AND BONDS		E \$	TAXES	FEDERAL	N \$
REAL ESTATE		F \$		STATE	O \$
AUTOMOBILES		G \$	OTHER (DESCRIBE)		P \$
OTHER ASSETS (EXPLAIN)		H \$	DUE ON REAL ESTATE - NOT DUE WITHIN 12 MONTHS		Q \$
			CREDIT CARDS		R \$
TOTAL ASSETS		\$	TOTAL LIABILITIES		\$
ANNUAL INCOME		\$	NET WORTH		\$

**FRAUD STATEMENT:**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY 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.

**Indemnity Agreement – Read Carefully and Sign**

Each of the undersigned hereby affirms that the foregoing statements made and answers given are the truth and are made to induce International Fidelity Insurance Company (hereinafter called the Company) to execute or procure the execution of any or all of the bonds above, described subsequent bonds, undertakings and any and all extensions, modifications or renewals thereof, additions thereto or substitutions therefor, any and all such instruments separately called the Bond. The undersigned authorize the Company to investigate its business and credit history with any person or entity, whether named herein or not.

Should the Company execute, or procure the execution of said bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

- (1) To pay, or cause to be paid, premium or premiums on said bond as determined by the Company.
- (2) To completely indemnify the Company from and against any liability, loss, cost, attorneys fees, and expenses of whatsoever kind or nature, including the enforcement of this agreement, which the Company shall at any time sustain, or incur by reason or in consequence of having executed or procured the execution of the bond.
- (3) That liability hereunder shall extend to and include all amounts paid by the Company in good faith under the belief that it was liable therefor or that such payments were necessary to protect any of its rights hereunder or to avoid or lessen its liability, and the vouchers or other evidence of such payments shall be conclusive evidence of the fact and extent of the liability of the undersigned to the Company.
- (4) If the Company shall set up a reserve to cover any liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with Company a sum of money, equal to such reserve and any increase thereof, to be held by the Company as collateral security on said bond. Any money or property which shall have been or shall hereafter be pledged by any of the undersigned's collateral security on said bond shall be held subject to the terms of the Company's regular form of collateral receipt which is hereby made a part of this instrument to the same extent as if set out at length herein, and any such collateral shall be available, in the discretion of the Company, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned.
- (5) To waive and does hereby waive all right to claim any property, including homestead, as exempt from levy, execution, attachment, sale, or other legal process under the constitution or law of the United States of America, or any State, territory or province.
- (6) If the Company shall procure any other company or companies to execute or join with it in executing, or to reinsure said bond, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the undersigned to enforce the provisions of this instrument and in that event the word "Company" wherever used herein, shall be deemed to include such other company or companies, as their respective interests may appear.
- (7) That the undersigned shall not be relieved of liability hereunder by the Company's consenting to any change, addition, substitution or new obligation in connection with said bond, or any obligation covered thereby, notice of any such change, addition, substitution or new obligation being hereby waived.
- (8) That the Company shall have the right to cancel said bond whenever it shall see fit without giving any reason, and is hereby released from and any damages that may be sustained by the undersigned by reason of such action.
- (9) That separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.
- (10) Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Company with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
- (11) This agreement shall be liberally construed so as to fully protect and indemnify the Company.
- (12) The undersigned agree that this document and any and all bonds issued by the Surety will be subject to the terms of the Uniform Electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designed to regulate electronic commerce.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Applicant: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of Applicant/Indemnitor: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
(Indemnitor)

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
(Indemnitor)

ALL SIGNATURES MUST BE WITNESSED