Bond Professional Surety Insurance Services
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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? ____________

Continued on other side … ⇨

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 9841 Airport Blvd., Los Angeles, CA 90045 (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.

Protecting the Privacy of Information

You have a relationship with one or more of the following HCC Surety Group ("HCCS") of companies: American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company, and /or U.S. Specialty Insurance Company. Each HCCS company is committed to protecting your privacy by keeping the nonpublic personal information we collect from you confidential and secure. This policy applies to our relationships with individual consumers who inquire about and /or obtain products or services from HCCS for personal, family and household purposes. Please read this Privacy Policy that details HCCS's information use policies and practices.

Strict Security Measures

HCCS takes the security of information very seriously and has established security standards and procedures to prevent unauthorized access to customer information. These standards exist for both our physical facilities and our online services. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard consumer information. In addition, HCCS has policies and procedures to limit employee access to information to only those employees with a business reason for accessing such information. HCCS educates its employees about the importance of confidentiality and customer privacy. We take appropriate disciplinary measures to enforce employee responsibilities regarding customer information.

Why HCCS Collects Information

HCCS collects information about you to:

- Accurately identify you;
- Protect and administer your records, policies, and funds;
- Help us design or improve our products and services;
- Save you time when you apply for new products and services;
- Offer you quality products and services; and
- Comply with certain laws and regulations.

Information We Collect

HCCS may collect the following nonpublic personal information from you and outside sources:

- Data you provide on your application and other forms you provide HCCS (such as name, address and occupation);
- Your transactions with HCCS, such as your account balance, payment history and claims history;
- Credit history from the consumer reporting firms.

HCCS has established procedures so that the information we collect is accurate, current and complete. HCCS is committed to working with you to promptly correct any inaccurate information.

Information We Share

Depending on the type of relationship you have with HCCS, we may share or disclose the information we collect from you, such as your claims history and payment history, with HCCS affiliates, as well as with unaffiliated third parties. This information is shared to the extent necessary to service you and your policy as completely as possible. HCCS reserves the right to share all information we collect as this policy provides.

Under the law, HCCS is permitted to share identification information with HCCS affiliates, as well as information related to the transactions and experiences we have with our customers. By sharing this information, HCCS is able to streamline transactions to ensure you receive the service you need.

We also disclose the information we collect from you to complete transactions initiated by you when you request or authorize the disclosure, or if the disclosure is required by law. At times it is necessary to disclose information to enforce or apply the terms and conditions of any agreement we have with you and to protect the rights, property, or safety of HCCS, our customers, or others. This includes exchanging information with other companies and organizations, including governmental law enforcement authorities, to detect or prevent fraud, criminal activity, material misrepresentations or material non-disclosures in connection with insurance transactions.

We may also disclose the information we collect from you to unaffiliated third parties, as permitted by law. This includes unaffiliated third parties who provide marketing services for HCCS.

HCCS will not sell your personal information to unaffiliated third parties nor will it provide your personal information to third parties, doing business on HCCS's behalf, for their own marketing purposes.

Former Customers

If you end your relationship with HCCS, we will adhere to the information policies and practices described in this policy.

Changes to Our Privacy Policy

We reserve the right to change our Privacy Policy. If we make a material change to our Privacy Policy, we will notify you before we put it into effect.

Your relationship with HCCS is a way for you to receive necessary insurance at a reasonable cost. We offer innovative products and personal attention. At the same time, we work hard to protect the confidentiality and security of information. Thank you for allowing HCCS to provide you with the policies and services you need.