

PROBATE AND OTHER FIDUCIARY BOND APPLICATION

This form to be used for

ADMINISTRATORS COMMITTEES TRUSTEES RECEIVERS
EXECUTORS CONSERVATORS GUARDIANS ASSIGNEES
REFUNDING AND ALL MISCELLANEOUS FIDUCIARY BONDS

BRANCH OFFICE	AGENT	PREMIUM	BOND NO.	DIRECT BILL RENEWAL? Yes <input type="checkbox"/> No <input type="checkbox"/>
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NAME OF APPLICANT	SOCIAL SECURITY NUMBER	AGE
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ADDRESS	OCCUPATION
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WHAT ARE YOUR ASSETS?

WHAT ARE YOUR LIABILITIES?

NATURE OF BOND	AMOUNT OF BOND
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BOND FILED IN _____ Court of _____ County, State of _____

T Y P E O F B O N D	ADMINISTRATOR	NAME OF DECEASED	DOCKET NO.	DATE OF APPOINTMENT
	GUARDIAN OF INCOMPETENT	NAME OF INCOMPETENT		AGE
	GUARDIAN OF MINOR	NAME OF MINOR		BIRTHDATE

NAME AND ADDRESS OF ATTORNEY _____

Have you given prior bond in this estate or do you succeed any other fiduciary? (If answer is Yes, give full particulars and reason for change.) (Forward copy of accounting and court order approving same.)	

Are you indebted to the Estate? (If so, how much and how secured?)	
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Is there a going business in the Estate? (If so, state nature and whether it is to be continued or liquidated.)	
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DESCRIBE ALL ASSETS AND LIABILITIES OF THE ESTATE

ASSETS	CASH	SECURITIES
	REAL ESTATE	MISCELLANEOUS
LIABILITIES		

NOTE: From this point, fill out only that part of the application that pertains to the bond required.

BONDS OF RECEIVERS, RECEIVERS AND TRUSTEES IN BANKRUPTCY, ASSIGNEES AND ALL OTHER FIDUCIARIES IN INSOLVENCY PROCEEDINGS

NAME OF INSOLVENT OR BANKRUPT OR TITLE OF CASE _____

NATURE AND LOCATION OF INSOLVENT'S BUSINESS _____

STATE IF DUTIES ARE TO LIQUIDATE BANKRUPT ESTATE, OR TO CONTINUE BUSINESS PENDING REORGANIZATION _____

REMARKS _____

BONDS OF ADMINISTRATORS, EXECUTORS, GUARDIANS, COMMITTEES, CONSERVATORS AND TRUSTEES.

DID DECEDENT LEAVE A WILL? (If so, attach a copy thereof)

IS ANY WILL CONTEST EXPECTED?

- (a) ADMINISTRATOR AND EXECUTOR – List Heirs and ages.
- (b) TRUSTEE UNDER WILL – List Beneficiaries and ages.
- (c) GUARDIAN OR MINORS – List Minors and ages.

NAME	AGE	RELATIONSHIP TO DECEDENT OR WARD

HOW ARE YOU RELATED TO DECEDENT, MINOR OR INCOMPETENT?

WHAT IS YOUR SHARE IN ESTATE?

GIVE NAME AND ADDRESS OF BANK IN WHICH FUNDS OF THE ESTATE WILL BE DEPOSITED

The undersigned agree to indemnify Selective Insurance Company of America hereinafter "Surety" in connection with any bond executed on behalf of the person or entity named as "Applicant" above. I certify that all the information provided is true and complete, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of the falsity of any statement will be prime facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future with any institution, person or entity. I further agree:

1. To pay Surety each premium or premiums due, until satisfactory evidence that Surety's liability is terminated, and agree that such premium is fully earned upon issuance of bond and is not refundable in the first year of coverage;
2. To pay Surety all sums demanded by Surety to cover any actual, alleged or potential liability, claim, suit or judgment against the bond, including any legal fees and expenses;
3. To hold harmless and indemnify Surety from any and all actual, alleged or potential liability, damages, loss, costs and expenses of every kind, including attorney fees, which may be sustained or incurred arising out of the execution, enforcement, procurement of release, or other action involving the application and/or issuance of the bond;
4. To pay interest, at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made;
5. To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve established by Surety. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell the collateral security to reimburse itself;
6. To provide Surety at the undersigned's expense with copies of books, records and accountings regarding the estate, to include estate tax returns;
7. That Surety has the exclusive right to defend, settle, pay, or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety;
8. That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under law for release of sureties: all without liability to Surety thereon;
9. That Surety shall have the absolute right to procure its release from said bond under any law for the release of sureties, and the Company is hereby released of liability for any damages that may be sustained by the undersigned by reason of such release;
10. That a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement;
11. That this agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for;
12. That I must ensure that the applicant retains competent counsel to assist in the handling of the estate until the applicant procures the discharge of the bond; and
13. By signing this agreement, the undersigned agree to be bound by all terms and conditions as set out in the original typeset, it being understood that additions, alterations and strikethroughs are void and of no effect and do not constitute an offer or counteroffer. The undersigned acknowledge and agree that the only way to change any term of this agreement as typeset is by an addendum that is counter-signed by an officer of the Surety.

FRAUD STATEMENT: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

District Of Columbia Fraud Statement

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.

Kentucky Fraud Statement

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.

Maryland Fraud Statement

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York Fraud Statement

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 also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio Fraud Statement

Any person who, with 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.

Pennsylvania Fraud Statement

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.

Tennessee Fraud Statement

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia Fraud Statement

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Signed and sealed on the _____ day of _____, _____.

WITNESS:

All Applicants and Indemnitors sign below.

_____	_____	(L.S.)
_____	_____	(L.S.)
_____	_____	(L.S.)