



I INSTRUCTION SHEET

Probate Bond Application

Avoid delays in reviewing and processing your Main Street America Insurance bond underwriting submission by following our application instructions.

Please complete the **Applicant Information** and **Probate Bond Application** sections, ensuring complete information and providing details to any underwriting questions answered with “yes.”

A complete copy of all court documents and the bond form the Court will require that we use (if any) should be submitted with the application.

The Indemnity Agreement is contained on page four of this document. Please carefully review the application to make certain the applicant(s) has:

- Dated the application.
- Signed the application and listed their social security number or FEIN number.
- Obtained a witness of the signature if the bond amount exceeds \$250,000.00, unless otherwise instructed by your underwriter.

Note: The witness should be an independent party and not a spouse or other family member.

If the applicant(s) is a business entity, the application must be signed by the President or other authorized officer and properly witnessed or attested (if the bond amount exceeds \$250,000.00).

The personal indemnity of the owner(s) of the business entity may be required. If required, the personal indemnitor(s) should sign as an applicant-indemnitor, list their social security number and obtain a witness of their signature. The witness should be an independent party and not a spouse, other family member or another applicant-indemnitor.

Please contact your underwriter if you have any questions prior to sending the application and submission for underwriting review.

Agency Name:

Agency Address:



Agency Name:

Agency Code:

PROBATE BOND APPLICATION

New Business Billing Option: Direct Bill Agency Bill

Renewal Business Billing Option: Direct Bill Agency Bill

APPLICANT INFORMATION:

Applicant(s) Name in Full:

Social Security #:

FEIN #:

Applicant(s) Complete Address (street, city, state and zip code):

Has Applicant(s) Ever Filed for Bankruptcy? Yes, if so explain

No

Applicant(s) Current or Prior Occupation:

Relationship of Applicant(s) to Deceased or Ward:

Effective Date:

Bond Amount \$:

Bond Type: Temporary Permanent Successor Additional Co:

Administrator

Executor Guardian: Minor –

Adult –

Trustee Conservator-Adult Sale of Real Estate Other:

Reason for the Guardianship or Conservatorship?:

Court and County Where Bond will be Filed:

Docket Number:

Number of Heirs:

Name of Deceased, Ward or Title of Case:

Which is Applicable: Date of Death – Date:

Date of Birth of Ward – Date:

Estate Assets Breakdown Cash, Stocks, Personal Property \$:

Estate Assets Breakdown Real Estate \$:

Estate Liabilities Breakdown (Mortgage, Credit Card, etc.) \$:

Attorney Name and Firm Name:

Attorney Address:

Attorney Telephone Number:

Attorney Email Address:

*Is the applicant(s) a U.S. Citizen? Yes No

Please provide a complete copy of all court documents and details regarding any "yes" answer:

*Has any applicant(s) ever been convicted of a felony or crime involving dishonesty, including theft or fraud? Yes No

*Has any applicant(s) ever had a bond claim filed or paid against them? Yes No

*Does any applicant(s) have any suits, liens or judgments filed against them? Yes No

*Has the requested bond been declined by another Surety Company? Yes No

*Is the estate involved or potentially involved in any litigation? Yes No

*Has any applicant(s) had prior custody of assets? (check all that apply) No Yes, jointly held assets Yes, to handle sale of real estate
 Yes, to handle daily financial matters Yes, durable power of attorney Yes, to help with daily financial matters

*Is there an ongoing business in the estate? Yes No

*Is any applicant(s) indebted to the estate? Yes No

*Does the estate include debts owed to the applicant(s)? Yes No

*Is any applicant(s) a successor fiduciary? Yes No

*Is there any dissention among the heirs or beneficiaries? Yes No

*Is the bond required due to the demand of an heir or creditor? Yes No

*Is there a will or trust? Yes, if yes please provide a copy No

*Will the attorney remain involved in the estate until the bond is discharged by the court? Yes No

*Will the court require an annual accounting? Yes No

*Will the court require a bi-annual accounting? Yes No

*Do you understand the bond will remain in effect and a renewal premium will be due until the bond is properly discharged by the court? Yes No

GENERAL INDEMNITY AGREEMENT

The undersigned, hereinafter called the Indemnitor(s) (if there be more than one Indemnitor they jointly and severally and for each other do) hereby undertake, represent, warrant and agree as follows:

That the foregoing statements made and answers given in the submitted application are the truth without reservation, and are made for the purpose of inducing the NGM Insurance Company, Old Dominion Insurance Company and/or Spring Valley Mutual Insurance Company, their affiliates, successors or assigns hereinafter referred to as the Company, to execute or procure the execution of a certain bond or undertaking herein applied for. The Indemnitor(s) hereby expressly authorize the Company to access their credit reports at any time until all obligations of said Indemnitor(s) have been fully discharged for any of the following purposes: (a) to verify information provided to the Company; (b) for underwriting purposes; (c) to investigate claims or potential claims relating to the underwriting of bonds; (d) for debt collection. That this Agreement shall apply to the bond or undertaking herein applied for, and any and all extensions, increases, modifications or renewals thereof, or additions or substitutions therefore, any and all such instruments separately and collectively being hereinafter called the Bond. That the Indemnitor(s) shall pay all premiums and renewal premiums as may become due until the Company shall be discharged and released from any and all liability and responsibility under the Bond. That the Indemnitor(s) shall at all times indemnify, save the Company harmless from, and place the Company in funds to meet any claim, demand, loss, liability, costs, charge, attorney's fee, expense, suit, order, judgment, or adjudication arising from the existence of the Bond. That if the Company shall set up a reserve to cover any claim, demand, loss, liability, cost, charge, attorney's fee, expense, suit, order judgement or adjudication arising from the existence of the Bond the Indemnitor(s) shall, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security for the Bond obligation. That the Company shall have exclusive right to determine for itself and the Indemnitor(s) whether any claim or suit brought against the Company or the Indemnitor(s), as a result of the existence of the Bond, shall be settled or defended and its decision shall be binding and conclusive upon the indemnitor(s). That this Agreement shall bind the heirs, executors, administrators, successors and assigns of the Idemnitor(s). That nothing herein contained shall be in derogation of any right or remedy which the Company might have independently hereof. A facsimile signature of this document shall be deemed an original signature for any and all purposes. Regardless of the date of signature(s), this Indemnity Agreement is effective as of the date of execution of the Bond and is continuous until the Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. **If the Applicant/Indemnitor is an Entity (Corporation, Limited Liability Company or Partnership), the undersigned affirms to the Company that such Entity has the power and authority to enter into this Agreement and that the individual(s) executing this Agreement on behalf of such Entity is duly authorized to do so.**

“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.”

Signed, Sealed and Dated this _____ day of _____, _____.

The parties agree that this Indemnity Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

*Witness only required if bond amount exceeds \$250,000.00

*Applicant-Indemnitor

Witness Indemnitor (Authorized Rep and Individually)

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Witness Indemnitor (Authorized Rep and Individually)

Witness Indemnitor (Spouse, if applicable)

Witness Indemnitor (Spouse, if applicable)

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