

APPLICATION FOR FIDUCIARY BOND
Must Fill Out and Return

Complete all questions and provide required documentation			
Name:		SS# or FEIN:	
Address:	City:	State:	ZIP:
Occupation:		Date of Birth:	Age:
Name of Deceased or Title of Case:		Relationship of Decedent or Ward:	
Title and location of court		Case Number:	
Name of Attorney		Attorney Address:	
Type of Bond	Amount of Bond:	Date of Decendant's Death:	
If Yes is checked, provide written explanation. Applicant has filed bankruptcy in prior 10 years <input type="checkbox"/> Yes <input type="checkbox"/> No Applicant is indebted to the estate <input type="checkbox"/> Yes <input type="checkbox"/> No Have you ever been sued or had a claim made against you for negligence, errors or omissions, or defalcation in the handling of any financial affairs <input type="checkbox"/> Yes <input type="checkbox"/> No An ongoing business is part of the estate <input type="checkbox"/> Yes <input type="checkbox"/> No Applicant has ever been convicted of a crime <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes is checked, provide document noted. Is there a Will? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a Trust? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a Power of Attorney? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Agent Name:	
		Agent Address:	
List of heirs and their share of the estate (include applicant if applicable)			

Additional documents may be required, including but not limited to financial statements. **IMPORTANT:** This is an application for a bond. A bond is a credit relationship. A bond is not an insurance policy. The Applicant (Principal) and Indemnitors are jointly and severally responsible for the obligations covered by the bond and the conditions of the Indemnity Agreement contained in this application.

ALL APPLICANTS ARE SUBJECT TO CREDIT REVIEW

Fair Credit Reporting Act Notice: In making this application for Surety, it is understood that an investigative consumer report may be prepared whereby pertinent information concerning Applicant's character, reputation, personal characteristics and mode of living may be obtained. Information as to the nature and scope of this report may be obtained upon written request.

INDEMNITY AGREEMENT

READ CAREFULLY. Your signature binds you to legal obligations should this bond be executed.

United States Fire Insurance Company and any affiliated company, their successors or assigns hereinafter referred to as the Company, to execute or procure the execution of a certain bond(s) or undertaking herein applied for. The undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay the Company an annual premium in advance each year during which liability under the bond shall continue in force until satisfactory evidence of termination of the Company's liability is furnished to the Company. First year's premium is fully earned upon issuance of the bond by the Company.
2. To indemnify the Company against all losses, liabilities, costs, damages, attorney's fees, and expenses the Company may incur or has incurred due to the execution or issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.

3. The undersigned applicant(s) and/or indemnitor(s) understand and agree that by submitting an application for bonding to any of the writing companies of Crum & Forster, the undersigned authorizes the verification of information provided and the obtaining of additional information from any source, including obtaining a credit report on the undersigned and/or any other individuals associated with the business including spouses, at the time of application in any review or renewal, at the time of any potential or actual claim or for any other legitimate purpose determined by the writing company in its reasonable discretion. The Company or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
4. The undersigned, upon written demand, shall deposit with the Company a sum of money or other security requested by the Company to cover any claim, suit, expense, or judgment that the Company may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Company may have issued for the undersigned. The undersigned agrees that such collateral security may be used, without limitation to the above or otherwise, to pay for any fees or costs incurred by the Company in the defense or prosecution of any claim between the Company and undersigned regarding this agreement, including any claims for a return or reduction of the collateral security, or any bond or bonds issued by the Company. The undersigned expressly grants the Company the authority to retain the collateral security until the Company determines in its sole discretion that retention of such collateral security is no longer required. The undersigned hereby irrevocably appoints the Company as their attorney in fact to execute any documents necessary to perfect the Company's security interests in any collateral submitted to the Company. The Company shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by the Company shall be prima facie evidence of the obligation of undersigned due to the Company. The undersigned agree that it is their responsibility to defend their own interests.
5. The Company and undersigned agree that the place of performance of this agreement, including the promise to pay the Company, and venue for any suit, arbitration, mediation or any other form of dispute resolution, shall be at the sole discretion of the Company.
6. The undersigned confirms that the Company shall have every right, defense or remedy including the rights of exoneration and subrogation.
7. Unless specified by law or stated in the bond that the bond cannot be cancelled, the Company may cancel bond by mailing a notice of cancellation in the U.S. mail or other form of suitable mailing to the Obligee and Principal at the last address provided to the Company and cancellation shall become effective thirty (30) days after the date of deposit with the postal service.
8. If any of the provisions of this agreement are determined to be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision(s) omitted.
9. In making this application for the hereinabove described bond the undersigned represents that all statements provided are true and hereby agrees to notify the Company or its agent, of any change within 48 hours after such change has occurred.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until the Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

FRAUD NOTICE

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.

The undersigned declares that to the best of his or her knowledge and belief the statements and representations made herein and in any attachments appended hereto and/or incorporated herein by reference are true and complete and that no material facts have been misstated, misrepresented, suppressed or concealed. The signing of this application does not bind the undersigned to purchase insurance, nor does review of the application bind any insurer to issue a policy. It is agreed, however, that this application shall be the basis of the contract should a policy be issued. If there is any material change in the answers to the questions provided herein or in any of the attachments appended hereto and/or incorporated herein by reference prior to the effective date of the insurance policy, the applicant must immediately notify the insurer in writing and the insurer reserves the right in such instance to modify or withdraw any quotation or binder that may have been issued. The undersigned also represents that he or she is authorized on behalf of the applicant to complete and sign this application on its behalf.

Signed, sworn and dated this _____ day of _____, 20____.

Applicant's Name (Printed or Typed)

X _____
Applicant's Signature

Witness Name (Printed or Typed)

X _____
Witness Signature