

FAX: (916)404-6748

Surety Solutions Insurance Services

49 Natoma Street, Suite H

Folsom, CA 95630

(877)654-2327

(916)294-0044

info@surety1.com

www.surety1.com

### PROBATE AND FIDUCIARY BONDS APPLICATION

Type of Bond \_\_\_\_\_  
Hearing Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Bond No. \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Premium \$ \_\_\_\_\_  
Case No. \_\_\_\_\_

**THIS APPLICATION MUST BE COMPLETED IN  
DETAIL BEFORE BOND IS APPROVED FOR FILING.**

Estate Name \_\_\_\_\_

For Office Use Only		
DESCRIPTION	BY	DATE
UNDERWRITTEN	_____	_____
REVIEWED	_____	_____
APPROVED	_____	_____

Name \_\_\_\_\_ Tel. # \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security No. \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Your Net Worth \$ \_\_\_\_\_ Date of Birth \_\_\_\_\_

Employer/Retired \_\_\_\_\_ Position/Previous Position \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel. # \_\_\_\_\_ Length of Employment \_\_\_\_\_

Do you own a home? \_\_\_\_\_ Rent? \_\_\_\_\_ Other \_\_\_\_\_

Your Bank \_\_\_\_\_ Bank Account # \_\_\_\_\_

Bank Address \_\_\_\_\_

What is your relationship to Decedent/Conservatee/Minor \_\_\_\_\_

What is your share of this estate (Decedents estate only) \_\_\_\_\_

Have you had a criminal conviction? \_\_\_\_\_ Lost a civil judgment? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Have you or your spouse filed a personal bankruptcy? \_\_\_\_\_ If yes, when? \_\_\_\_\_

Are you indebted to Decedent/Conservatee? \_\_\_\_\_ If yes, amount \$ \_\_\_\_\_

Secured? Yes \_\_\_\_\_ No \_\_\_\_\_ How? \_\_\_\_\_

**RATE SCHEDULE**

\$0.00 - \$20,000.00	\$100.00
\$20,001.00 - \$60,000.00	\$100.00 plus \$5.00 per thousand
\$60,001.00 - \$200,000.00	\$300.00 plus \$4.00 per thousand
\$200,001.00 - \$500,000.00	\$860.00 plus \$3.00 per thousand
\$500,001.00 - \$1,500,000.00	\$1,760.00 plus \$2.00 per thousand

Attorney handling this case \_\_\_\_\_

Law Firm \_\_\_\_\_ Tel. # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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**ESTATE INFORMATION**

Name of Decedent/Conservatee/Minor \_\_\_\_\_

Date of Birth of Conservatee/Minor \_\_\_\_\_

Estate Cash \_\_\_\_\_ Securities \_\_\_\_\_ Real Property \_\_\_\_\_

Other Assets \_\_\_\_\_ Annual Income (All Sources) \_\_\_\_\_

Bank where ESTATE ACCOUNT will be opened \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Where will securities be kept? \_\_\_\_\_  
(Safe deposit box, Brokerage – Including Name and Address)

Does the estate contain a going business? \_\_\_\_\_ If yes, name \_\_\_\_\_

Type \_\_\_\_\_ Will it be continued? \_\_\_\_\_

If yes, do you understand you must have a court order to continue business? \_\_\_\_\_

Do you understand that the first year's bond premium is not refundable? \_\_\_\_\_

Do you understand all increases and reductions of the bond must be ordered by the court? \_\_\_\_\_

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/conservatorship? \_\_\_\_\_

**INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN**

The undersigned Applicant and Indemnitor certifies that all the foregoing answers given are the truth without reservation and are made to induce the Surety to become Surety on any or all bond(s) required to be posted by the Principal named herein as a result of his duties and obligations in administering the above-mentioned Estate. In consideration of the Surety executing any such bond(s) as may be required of Principal, the undersigned agrees as follows:

1. To reimburse American Contractors Indemnity Company ("Surety") upon demand for all payments made for and to indemnify Surety from:
  - a) all loss, contingent loss, liability and contingent liability, claim, expense, including attorneys' fees, for which Surety shall become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and
  - b) to pay Surety an advance premium for the first year or a fractional part thereof that is fully earned and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee.
  - c) Upon written demand, to deposit with the Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any bond or other bonds the Surety may have issued for the undersigned.
2. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
3. Surety is authorized to investigate, at any time, the undersigned's credit, employment history, and department of motor vehicle records.

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 Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
SIGNATURE, APPLICANT

# Protecting the Privacy of Information

## (California and Montana Residents)

You have a relationship with one or more of the following HCC Surety Group (“HCCS”) of companies: American Contractors Indemnity Company, Texas Bonding 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. In addition, HCCS has policies and procedures to limit employee access to information only to those employees with a business reason for accessing such information.

### Why HCCS Collects Information

HCCS collects information about you to:

- Accurately identify you;
- Properly evaluate your request for a bond; and
- Comply with certain laws and regulations.

### Information We Collect

HCCS may collect the following types of 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 consumer reporting firms.

HCCS has established procedures so that the information we collect is accurate, current and complete. You have the right to access and request correction of recorded nonpublic personal information and may do so by referring to HCCS’s Notice of Information Practices statement below. You should also be aware that information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.

### 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, to the extent necessary to service you and your bond as completely as possible. HCCS reserves the right to share all information we collect as this policy describes.

Under the law, HCCS is permitted to share identification information with its affiliates, as well as information related to the transactions and experiences we have with our customers. We also disclose information 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 nonaffiliated third parties, as permitted by law. For example, we may provide information to:

- Outside companies to perform services on our behalf, such as data analyses, bill payment and collection services;
- Government and administrative entities to respond to subpoenas, search warrants, orders and audits;
- Reinsurers and financial auditors;
- Another party, or its representative, involved in the purchase, sale or merger of all or part of HCCS and its affiliates.

Whatever the reason for sharing information, we require strict confidentiality by the receiving parties and limit the use of the information to the purpose for which it was disclosed. 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.

## **Notice of Information Practices**

In some circumstances, it may be necessary for HCCS to collect additional information about you from third parties. For example, HCCS may collect your credit history from consumer reporting firms.

In certain situations, in order to correctly underwrite your bond, it may be necessary for HCCS, without your authorization, to disclose some of the personal or privileged information we collect about you to third parties. For example, in order to conduct our business we must exchange some information about you with our underwriters and claims representatives and with other insurance companies that may reinsure your bond or with whom you have had other insurance policies.

Of course, you have the right to have access to the information collected about you contained in our file, as well as the right to request that we correct, amend, or delete information that you feel is incorrect. If we agree with you, we will correct our information and reconsider our decision. If we disagree, you may submit a brief statement explaining what you feel is the correct information. We will include your statement in our file.

You also have the right to a more detailed statement and description of HCCS's information practices. If you would like HCCS to provide you with such a statement, please write us at: HCC Surety Group, 9841 Airport Blvd., 9<sup>th</sup> Floor, Los Angeles, CA 90045.