

**Probate & Fiduciary Bond Application**

Type of Bond: \_\_\_\_\_ Bond No.: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_ Amount: \_\_\_\_\_  
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 \$ \_\_\_\_\_

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**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? \_\_\_\_\_

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**APPLICANT'S ATTORNEY INFORMATION**

Your Attorney's name \_\_\_\_\_  
Law Firm: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

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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? \_\_\_\_\_

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**REQUIRED**

**AUTHORIZATION TO CHARGE CREDIT CARD (IN THE EVENT OF NON-PAYMENT OF PREMIUM.)**

HCC Surety Group and its subsidiaries, 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 subsidiaries, 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 subsidiaries, may pursue all avenues of collection, including use of collection agencies, and authorizes HCC Surety Group and its subsidiaries 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 subsidiaries. I also understand that this credit card may be charged for any future invoice renewal premiums that become more than (30) days past due as described above.

Name on Card: \_\_\_\_\_ Cardholder Signature: \_\_\_\_\_ Date \_\_\_\_\_

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**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 and Texas Bonding 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.

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Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

By: \_\_\_\_\_ X \_\_\_\_\_

HCCSCA112A0606

# **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.