CNA SURETY

APPLICATION FOR PROBATE BONDS

(for estates & conservatorships/guardianships)

Applicant		Social Security #	Date of Birth	Net Worth:
Address		City	State	Zip
Occupation	How long?	Phone #	Email Address	
Are you the principal on any other bonds for estates or guardianships? ☐ Yes ☐ No If yes, please indicate Bond #'s:				
Type of Bond Needed (i.e. Administrator, Guardian, etc.)		Bond Amount	Effective Date:	
Is bond amount double value of the personal assets of the ward/deceased? ☐ Yes ☐ No				
Did you have another bond on this ward/deceased? ☐ Yes ☐ No If yes, explain:				
Please list the name and address of the court where the bond will be filed:				

(Complete below if more than one applicant)

Co-Applicant		Social Security #	Date of Birth	Net Worth:
Address		City	State	Zip
Occupation	How long?	Phone #	Email Address	
Are you the principal on any other bonds for estates or guardianships? ☐ Yes ☐ No If yes, please indicate Bond #'s:				

**** Important Notice: We may use credit history to facilitate the underwriting process.**

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned applicant and indemnitors agree that an electronic signature, e-signature, eSignature, electronic image and/or digital copy of any signature shall be considered an original and shall be admissible in a court of law to the same extent as an original signature. The undersigned applicant and indemnitors hereby represent and warrant: (a) they have a substantial, material, and/or beneficial interest in obtaining bonds; (b) all information provided to the Company is true, accurate and complete; and (c) they hold the title shown with their signature and that they are authorized by the business entity to execute this document. The undersigned applicant and indemnitors authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

(1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due,

(2) **To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company,**

(3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant,

(4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship,

(5) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company,

(6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom,

(7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party

(8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract,

(9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement,

(10) That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57103, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination

(11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this _____ day of _____ , _____

_____
"Indemnitor"

_____
"Indemnitor"

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.

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Agency Sanguinetti & Co. Insurance

Agent's Code 0 4 – 0 7 1 1 0

Agent/Attorney recommendation of the applicant (include details that support their abilities to perform their fiduciary duties) _____

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Section 1

Please complete this section for a bond needed for an estate of a deceased person

1. Name of Deceased _____ Date of Death _____

   Date of Appointment _____ If over 6 months, please explain: _____

   Name, address & phone number of attorney _____

   Will the Attorney remain involved for the duration of this estate? ☐ Yes ☐ No
2. Is applicant indebted to the Estate (i.e. existing business/personal loan)? ☐ Yes ☐ No
3. Has applicant had prior access to the decedent's assets (i.e. deposited checks, paid bills, power of attorney)? ☐ Yes ☐ No

   If yes, what access did they have and for how long? _____
4. List the assets of the estate (i.e. house, cash, stocks, etc.) and value of each or provide an asset inventory: _____

   _____
5. Are any increases anticipated in the amount of bond? ☐ Yes ☐ No If yes, why and by how much? _____
6. The applicant relationship to the deceased: _____

   Who are the heirs of this estate? _____
7. Has anyone objected to the applicant's appointment? ☐ Yes ☐ No If yes, who and why? _____
8. Is the bond required by an interested party other than the judge (i.e creditor, partner, family member)? ☐ Yes ☐ No

   If yes, who and why? _____
9. Did the deceased own a business that the applicant will continue to operate? ☐ Yes ☐ No If yes, please attach a copy of the court order authorizing this.
10. What is the applicant's experience in handling fiduciary responsibilities (i.e. accountant, business owner, treasurer for organization, etc.)?

    _____

    _____
11. How long do you estimate the duration of this estate until fully distributed? _____

Section 2

Please complete this section for a bond needed for a Conservator or Guardian over a living person.

1. Name of Ward _____

   Date of Appointment _____ Age & Health Status of Ward _____

   Name, address & phone number of attorney _____

   Will the Attorney remain involved for the duration of this conservatorship/guardianship? ☐ Yes ☐ No
2. Is applicant indebted to the Ward (i.e. existing business/personal loan)? ☐ Yes ☐ No
3. Has applicant had previous access to the Ward's assets (i.e. deposited checks, paid bills, power of attorney)? ☐ Yes ☐ No

   If yes, what access did they have and for how long? _____
4. List the assets of the Ward and value of each or provide an asset inventory: _____

   How much of the guardianship funds will be used to support the Ward per month? _____
5. Are any increases expected in the amount of the bond? ☐ Yes ☐ No If yes, why and by how much? _____
6. The applicant's relationship to the Ward: _____

   Who are the heirs of the Ward? _____
7. Has anyone objected to the applicant's appointment? ☐ Yes ☐ No If yes, who and why? _____
8. Is this bond required by an interested party other than the judge (i.e. creditor, partner, family member)? ☐ Yes ☐ No

   If yes, who and why? _____
9. Does the Ward own/operate a business that applicant will continue to operate? ☐ Yes ☐ No If yes, attach a copy of the court order authorizing this.
10. What is applicant's experience in handling fiduciary responsibilities (i.e. accountant, business owner, treasurer for organization, etc.)?

    _____

Comments - Additional information: _____

_____

Send completed bond application with copy of the Court Order to:
Sanguinetti & Co. Insurance, 7337 Pacific Avenue, Stockton CA 95207
or Fax (877) 577-1722 or Email bonds@sanguinettico.com