



**Short Form Probate and Fiduciary Application**

Bond Number: \_\_\_\_\_

**BOND INFORMATION**

AGENCY NAME		BOND AMOUNT \$	REQUESTED EFFECTIVE DATE	INITIAL TERM OF BOND
NAME OF DECEASED OR PROTECTED PERSON OR TITLE OF CASE		COURT & COUNTY WHERE BOND FILED		CASE/ DOCKET NUMBER
TYPE OF BOND: <input type="checkbox"/> PERSONAL REPRESENTATIVE <input type="checkbox"/> ADMINISTRATOR <input type="checkbox"/> EXECUTOR <input type="checkbox"/> GUARDIAN <input type="checkbox"/> TRUSTEE <input type="checkbox"/> CONSERVATOR <input type="checkbox"/> OTHER				
U.S. CITIZEN <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO; RESIDENCY STATUS :		PRIOR SURETY <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, Name		BIRTH DATE OF PROTECTED PERSON OR DATE OF DEATH
APPLICANT (PRINCIPAL) FIRST NAME/ MIDDLE NAME/ LAST NAME			SOCIAL SECURITY NUMBER	EMAIL ADDRESS
APPLICANT ADDRESS /CITY/ STATE/ ZIP				TELEPHONE NUMBER
HOMEOWNERSHIP <input type="checkbox"/> YES <input type="checkbox"/> NO	APPLICANT OCCUPATION	ANNUAL SALARY \$	APPLICANT NET WORTH \$	RELATIONSHIP TO DECEASED / PROTECTED PERSON
WHAT IS YOUR SHARE OF THE ESTATE? (%)	ESTATE ASSETS CASH: \$		PERSONAL ASSETS: \$	REAL ESTATE: \$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is there an ongoing business in the estate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the principal a successor fiduciary?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Has any party had prior custody of assets?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you or your spouse filed for bankruptcy?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is there any dissension among heirs, or is bond being required by an interested person?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Will joint control be exercised? If yes, Name:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does last will/testamentary instrument exceeds \$1 million? If yes, attach copy.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attorney to remain involved throughout case?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the principal indebted to estate?			
<i>IF ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, SUBMIT FULL DETAILS TO COMPANY FOR APPROVAL BEFORE EXECUTING BOND</i>				
ATTORNEY NAME				
ATTORNEY ADDRESS /CITY/ STATE/ ZIP				ATTORNEY PHONE NUMBER

**INDEMNITY AGREEMENT - First year's premium is fully earned upon issuance of the bond**

The undersigned applicant and/or indemnitors hereby request that Tokio Marine HCC - Surety Group, comprised of American Contractors Indemnity Company, U.S. Specialty Insurance Company, United States Surety Company, and its affiliates, subsidiaries, and reinsurers (hereinafter individually and 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. The Surety 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.

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, attorney 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.

"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, sworn to and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**X** \_\_\_\_\_  
(Authorized Representative and Individually)

**X** \_\_\_\_\_  
(Authorized Representative and Individually)

## Protecting the Privacy of Information

You have a relationship with one or more of the following Tokio Marine HCC - Surety Group ("TMHCCS") of companies: American Contractors Indemnity Company, Texas Bonding Company and/or U.S. Specialty Insurance Company. Each TMHCCS 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 TMHCCS for personal, family and household purposes. Please read this Privacy Policy that details TMHCCS's information use policies and practices.

### Strict Security Measures

TMHCCS takes the security of information very seriously and has established security standards and procedures to prevent unauthorized access to customer information. These standards exist for both our physical facilities and our online services. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard consumer information. In addition, TMHCCS has policies and procedures to limit employee access to information to only those employees with a business reason for accessing such information. TMHCCS educates its employees about the importance of confidentiality and customer privacy. We take appropriate disciplinary measures to enforce employee responsibilities regarding customer information.

### Why TMHCCS Collects Information

TMHCCS collects information about you to:

- Accurately identify you;
- Protect and administer your records, policies, and funds;
- Help us design or improve our products and services;
- Save you time when you apply for new products and services;
- Offer you quality products and services; and
- Comply with certain laws and regulations.

### Information We Collect

TMHCCS may collect the following nonpublic personal information from you and outside sources:

Data you provide on your application and other forms you provide TMHCCS (such as name, address and occupation);  
Your transactions with TMHCCS, such as your account balance, payment history and claims history;  
Credit history from the consumer reporting firms.

TMHCCS has established procedures so that the information we collect is accurate, current and complete. TMHCCS is committed to working with you to promptly correct any inaccurate information.

### Information We Share

Depending on the type of relationship you have with TMHCCS, we may share or disclose the information we collect from you, such as your claims history and payment history, with TMHCCS affiliates, as well as with unaffiliated third parties. This information is shared to the extent necessary to service you and your policy as completely as possible. TMHCCS reserves the right to share all information we collect as this policy provides.

Under the law, TMHCCS is permitted to share identification information with TMHCCS affiliates, as well as information related to the transactions and experiences we have with our customers. By sharing this information, TMHCCS is able to streamline transactions to ensure you receive the service you need.

We also disclose the information we collect from you 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 TMHCCS, 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 unaffiliated third parties, as permitted by law. This includes unaffiliated third parties who provide marketing services for TMHCCS.

TMHCCS will not sell your personal information to unaffiliated third parties nor will it provide your personal information to third parties, doing business on TMHCCS's behalf, for their own marketing purposes.

### Former Customers

If you end your relationship with TMHCCS, 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.

Your relationship with TMHCCS is a way for you to receive necessary insurance at a reasonable cost. We offer innovative products and personal attention. At the same time, we work hard to protect the confidentiality and security of information. Thank you for allowing TMHCCS to provide you with the policies and services you need.

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