



Probate Application Estate of Incompetent

APPLICANT INFORMATION		Applicant		Soc. Security No.		Date of Birth		Phone No.	
Address		City		State		Zip		☐ Married ☐ Single	
Occupation		Years in Occupation?		Applicant's relationship to Incompetent		Is applicant indebted to the estate? ☐ Yes ☐ No (If yes, explain how debt will be repaid on separate sheet)			
Current Residence ☐ Own ☐ Rent		Current Value		Loan Balance		Ever declared bankruptcy? ☐ Yes ☐ No		Any unpaid IRS or state tax liens? ☐ Yes ☐ No	
								Any lawsuits pending against you? ☐ Yes ☐ No	
BOND INFORMATION		Type of Bond				Amount of Bond		Effective Date	
Complete Name and Address of Obligee/Court									
Name of Incompetent		Date of Birth		Date of Appointment		Has a bond been filed in this estate before? ☐ Yes ☐ No (If yes, do not write the bond; submit to Company for approval.)			
Name and address of attorney (If none, do not write the bond; submit to Company for approval)						Will attorney remain throughout the estate? ☐ Yes ☐ No			
Location and Health Status of Incompetent									
Who are the heirs of this estate?				Previous Surety ☐ Yes ☐ No (If yes, give name and reason for change)					
Is an insurance settlement the source of guardianship funds? ☐ Yes ☐ No If No, what is the source of guardianship funds? (If an insurance settlement, do not execute bond; submit to company for approval)									
If funds are to be used to support the incompetent then estimate the monthly expenditures.									
Is the bond required on the demand of an interested person? ☐ Yes ☐ No Who?				Do all interested parties agree with the principals appointment as fiduciary? ☐ Yes ☐ No (If not, do not write the bond; submit to Company for approval)					
Assets of estate (describe). Send copy of inventory if assets exceed \$ 300,000.00.						Is there a going business in the estate? ☐ Yes ☐ No			

INDEMNIFICATION AGREEMENT**Signature Instructions:** Applicant(s) must sign below.

I agree to indemnify **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** (hereinafter "Surety") in connection with any bond executed on behalf of the person or entity named as "Applicant" above. I certify that all the information provided is true, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of the falsity of any statement will be prima facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future, with any institution, person or entity. I further agree: **FIRST:** To pay Surety each premium or premiums due, until satisfactory evidence that Surety's liability is terminated and agree that such premium is fully earned upon issuance of a bond and is not refundable in the first year of coverage. **SECOND:** To pay Surety all sums demanded by Surety to cover any liability, claim, suit or judgement against the bond, including any legal fees and expenses, and a claim fee charge in the amount of \$119.40 for the first claim and \$69.44 for each additional claim. **THIRD:** To hold harmless and indemnify Surety from any and all liability, damages, losses, costs and expenses of every kind including attorney fees, which may be sustained or incurred arising out of the execution, enforcement, procurement of release, or other action involving the application and/or issuance of any bond. **FOURTH:** To pay interest, at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made. **FIFTH:** That Surety has the exclusive right to defend, settle, pay or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety. **SIXTH:** That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under any law for release of sureties; all without liability to Surety thereon. **SEVENTH:** To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell the collateral security to reimburse itself. **EIGHTH:** That a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement. **NINTH:** I agree that I cannot terminate my liability to the Surety created by this agreement except by sending written notice by certified mail of intent to terminate to the Surety. Written notice to terminate shall be sent to the Surety at its home office, 9025 N. Lindbergh Dr. Peoria, IL 61615. I agree that the termination will be effective thirty working days after the actual receipt of such notice by the Surety, but only for bonds signed or committed to by Surety after the effective date. Thus, I agree that I will remain liable to the Surety for loss and expenses on bonds signed or committed to by Surety prior to the effective date of termination. **TENTH:** This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.

Applicant Name (Printed)
(Exactly As Above)

Today's Date _____

X**X**

Spouse Signature

Spouse Name (Print)

AGENT/BROKER INFORMATION	Agent/Broker Name	Code	Phone No.	Fax No.	City	State	Zip
AGENT'S RECOMMENDATION			COMMENTS				
☐ We are not very familiar with this applicant.			_____				
☐ We are familiar with applicant and are aware of no adverse information about him/her.			_____				
☐ We know applicant very well and offer our highest recommendation.			_____				
☐ We know the attorney very well.			_____				

Please see attached page for fraud warnings for all states.

Alabama, Arkansas, D.C., Louisiana, Maryland, Rhode Island, West Virginia

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Oklahoma

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony.

Florida

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky, Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

Tennessee, Virginia, Washington

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or a denial of insurance benefits.

Maine

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

New Jersey, New Mexico

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York

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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a false claim containing a false or deceptive statement is guilty of insurance fraud.

Oregon

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material facts may be violating state law.

Utah

Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.