American Surety Company
P.O. Box 10558
Peoria, IL 61612-0558

DECEASED – INCOMPETENT PROBATE APPLICATION

APPLICANT 1 INFORMATION	Applicant Name (exactly as it is to appear on license or bond)			
Applicant Address	City	State	Zip	
Applicant Phone	Email Address	Social Security Number		
Occupation or Business				
APPLICANT 2 INFORMATION	Applicant Name (exactly as it is to appear on license or bond)			
Applicant Address	City	State	Zip	
Applicant Phone	Email Address	Social Security Number		
Occupation or Business				
BOND INFORMATION	Type of Bond	Amount of Bond	Effective Date	
Name & Address of court:				
Name and Address of applicant's attorney:				
Will attorney remain involved throughout the duration of this estate? ◯ Yes ◯ No	Is the bond on demand of an interested Party (other than the court)? ◯ Yes ◯ No	Do all parties agree with the appointment? ◯ Yes ◯ No		
Has a bond been filed in this estate before? (If yes, provide details) ◯ Yes ◯ No				
Has the applicant had any lawsuits, judgements, or bankruptcies? (If yes, provide details) ◯ Yes ◯ No				
ESTATE OF DECEASED	Name of Deceased	Date of Death	Date of appointment	
Was there a will? If yes, please provide a copy. ◯ Yes ◯ No	Applicant's relationship to deceased	Is applicant indebted to the estate ◯ Yes ◯ No		
List of the estate heirs.	What are the estates assets?	Is there an ongoing business in the estate? ◯ Yes ◯ No		
GUARDIAN OF INCOMPETENT	Name of Incompetent	Date of birth on the incompetent		
Location and condition of the incompetent:				
Applicant's relationship to incompetent	What are the assets of the incompetent?	Will guardianship funds be used for care and support of the incompetent? ◯ Yes ◯ No		

The undersigned hereby request **American Surety Company** ("ASC") and any other entity which ASC may procure to act as surety or co-surety on any bond, to become the undersigned's surety. The undersigned agree that an electronic signature shall be considered an original with the same legal effect as an original signature. The undersigned have a substantial, material, and/or beneficial interest in obtaining bonds. All information provided to ASC is true, accurate and complete. The undersigned authorize ASC 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. The undersigned jointly and severally agree:

(1) To pay premiums, including renewal premiums and any other charges when due, to ASC or its agents. **(2) To defend, indemnify, and hold harmless ASC from and against any liability, loss, claim, cost, attorney's fees, and expenses of whatsoever nature which ASC shall sustain as surety or by reason of having been surety for the undersigned s and having issued bonds on the undersigned's behalf, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds. (3)** Upon ASC's demand, to furnish ASC with satisfactory and conclusive termination evidence that there is no further liability on any other bond issued for Undersigned. **(4)** Upon ASC's demand, to deposit funds with ASC in an amount sufficient to satisfy any claim against ASC by reason of such suretyship. **(5)** That ASC shall have the right to handle or settle any claim or suit in good faith and that ASC's decision shall be binding and conclusive on the Undersigned. An itemized statement of loss and expense that ASC incurred shall be prima facie evidence of the fact and extent of liability of the Undersigned. **(6)** That ASC may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which may arise therefrom. **(7)** That ASC 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 their failure 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 of the Undersigned signing this agreement is not bound for any reason, this agreement will still be binding on each and every other of the Undersigned. **(8)** That if a bond is issued hereunder, the Undersigned hereby assigns to ASC any monies now due or hereafter becoming due under any bonded contract, including all deferred payments, and retained percentage, supplies, tools, plants, equipment and materials due or used on the bonded contract. **(9)** This Indemnity Agreement shall be governed in all respects by the laws of the State of Illinois and the Undersigned consent to the jurisdiction of the courts of the State of Illinois and the federal courts in Illinois in all actions or proceedings arising from or relating to this Indemnity Agreement. **(10)** That this Indemnity Agreement may be terminated by the Undersigned, or any one of them, upon written notice sent registered mail to ASC's office at P.O. Box 10558, Peoria, IL 61612, 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 of the Undersigned for any bonds, undertakings and obligations executed prior to the date of ASC's receipt and notice of such termination. **(11)** In the event of any payment by ASC, to pay ASC interest on such amounts at the highest legal rate from the date such payments are made. **(12)** This Indemnity Agreement shall be in addition to and not in lieu of or in replacement of all other indemnity agreements. **(13)** That the Undersigned have read and understand this Indemnity Agreement, and are signing in the Undersigned's corporate, partnership, or LLC capacity and as personal indemnitor, and on behalf of any marital community, if any.

Signed this _____ day of _____, _____.

X _____ _____
Indemnitor Signature — Indemnitor Name (Print)

X _____ _____
Indemnitor Signature — Indemnitor Name (Print)

AGENT/BROKER INFORMATION	Agent/Broker Name	Code	Phone	
City	State	Zip		

AGENT'S RECOMMENDATION OF THE ATTORNEY
◯ Know the attorney very well and highly recommend.
◯ Not familiar with the attorney.

AGENT'S RECOMMENDATION OF THE PRINCIPAL
◯ We are not very familiar with this applicant.
◯ We are familiar with applicant and are aware of no adverse information about them.
◯

COMMENTS

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FRAUD WARNING

Alabama	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.
Arkansas	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.
California	Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
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.
District of Columbia	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.
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	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.
Louisiana	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.
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 include imprisonment, fines or a denial of insurance benefits.
Maryland	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.
Minnesota	A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
New Jersey	Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
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.
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.
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.
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.
Rhode Island	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.
Tennessee	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.
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.
Virginia	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.
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.
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.