## **Probate Bond Application**

Indemnitor - Include Social Security #/Tax I.D. # (

## THE MAIN STREET AMERICA GROUP

Witness

NGM Insurance Company • Old Dominion Insurance Company Main Street America Assurance Company • MSA Insurance Company Information Systems and Services Corporation ☐ I have executed the following bond  $\square$  Please send me the following bond Bond # Agency name and code: Applicant's name in full: Social Security #: Applicant's Address: Has applicant ever filed for bankruptcy? Net Worth of Applicant: Applicant's occupation: Relationship of applicant to deceased or ward: Court or County where bond filed: Effective Date: Term: Bond Amount: Premium: Name of deceased or title of case Docket Number: Birth date of minor or ward: Date of death: Number of heirs: Estate Assets (Cash, Real Estate, etc.) Bond Type: ☐ Administrator ☐ Executor ☐ Guardian ☐ Trustee ☐ Conservator ☐ Sale of Real Estate Please check correct squares: Yes Nο Nο Is going business in estate? Is principal indebted to estate? Has any party had prior custody of assets? Is principal successor fiduciary? П Is there any dissension among heirs? IF ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, SUBMIT FULL DETAILS TO COMPANY FOR APPROVAL BEFORE EXECUTING BOND Will joint control be exercised? (if yes, by whom?) Name and address of Attorney: Attorney's Phone Number: Agent's Recommendation: **Indemnity Agreement** The undersigned, hereinafter called the Indemnitor(s) (if there be more than one Indemnitor they jointly and severally and for each other do) hereby undertake, represent, warrant and agree as follows: That the foregoing statements made and answers given in the submitted application are the truth without reservation, and are made for the purpose of inducing the NGM Insurance Company, herinafter referred to as the Company, to execute or procure the execution of a certain bond or undertaking herein applied for. That this Agreement shall apply to the bond or undertaking herein applied for, and any and all extensions, increases, modifications or renewals thereof, or additions or substitutions therefore, any and all such instruments separately and collectively being hereinafter called the Bond. That the Indemnitor(s) shall pay all premiums and renewal premiums as may become due until the Company shall be discharged and released from any and all liability and responsibility under the Bond. That the Indemnitor(s) shall at all times indemnify, save the Company harmless from, and place the Company in funds to meet any claim, demand, loss, liability, costs, charge, attorney's fee, expense, suit, order, judgment, or adjudication arising from the existence of the Bond. That if the Company shall set up a reserve to cover any claim, demand, loss, liability, cost, charge, attorney's fee, expense, suit, order judgement or adjudication arising from the existence of the Bond the Indemnitor(s) shall, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security for the Bond obligation. That the Company shall have exclusive right to determine for itself and the Indemnitor(s) whether any claim or suit brought against the Company or the Principal, as a result of the existence of the Bond, shall be settled or defended and its decision shall be binding and conclusive upon the indemnitor(s). That this Agreement shall bind the heirs, executors, administrators, successors and assigns of the Idemnitor(s). That nothing herein contained shall be in derogation of any right or remedy which the Company might have independently hereof. "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 CRIMINAL AND CIVIL PENALTIES." ① Signed, Sealed and Dated this day of Witness Indemnitor – Include Social Security #/Tax I.D. # (

## Indemnity Must Be: ① Dated ② Witnessed ③ Signed by Principal / Indemnitors

68-5809 (All States except FL, NY, TN & VA) (05/2006)