



## Probate Application

<b>Agency Name:</b>		<b>Agency No:</b>
<b>Bond Amount:</b>	<b>Effective Date:</b>	Is bond amount twice the value of the estate assets? <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Applicant Information</b>				
Applicant Name:		SSN:	Married <input type="checkbox"/> Single <input type="checkbox"/>	
Address:	City:	County:	State:	Zip:
Phone #:	Occupation:		Own Home?: <input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Court Information</b>				
Name of Court:				
Address:	City:	County:	State:	Zip:
Court/Docket/Case #:	Type of Probate Bond/Title of Fiduciary:		Date of your Appointment:	
Name of Deceased:	Death Date:		Relationship:	

<b>Underwriting Information</b>		
What is the applicant's experience in handling fiduciary responsibilities?		
Is the applicant a public administrator?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the applicant replacing another fiduciary?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has any bond been filed with this estate before? If yes, why is the bond being replaced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has applicant ever been convicted of a crime or felony? (other than traffic violations)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has the applicant had a prior surety bond claim?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the applicant indebted to the estate? If so, give the nature of debt and amount:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do Assets Include ongoing business? If so, state the nature of business:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Any dissension among next of kin, heirs, or creditors? If Yes, explain:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will business continue or be liquidated? If so, provide details:		

<b>Attorney Information</b>	
Attorney and Firm Name:	Phone #:

**THE APPLICANT(S) AND INDEMNITOR(S) HAS/HAVE AUTHORIZED NSI/WEST BEND MUTUAL INSURANCE COMPANY TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS AND/OR BY SUBMITTING THIS APPLICATION, THE AGENT HEREBY CERTIFIES THAT THEY HAVE OBTAINED AUTHORIZATION FROM THE APPLICANT(S) AND INDEMNITOR(S) TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS.**

**INDEMNIFICATION AGREEMENT - READ CAREFULLY AND SIGN**

THE UNDERSIGNED, as applicant and/or as Indemnitor (and each of them individually and collectively), hereby warrants that the foregoing statements are true and are made to induce West Bend Mutual Insurance Company (hereinafter called the Surety) to execute any and all bonds applied for by the undersigned, and should the Surety execute said bonds, the undersigned hereby agrees:

TO PAY or cause to be paid to the Surety a premium charge computed in accordance with the Surety's manual rates and regulations annually in advance until written evidence satisfactory to the Surety of its discharge from all liability by reason of having executed or procured any and all bonds shall be furnished to the Surety at its Home Office at West Bend Mutual Insurance Company, 1900 South 18th Avenue, West Bend, Wisconsin, 53095. Should the amount of any bonds for the undersigned be increased above the original amount stated, the undersigned agrees to pay to the Surety an additional premium in accordance with its manual rates and regulations. Should the amount of any bonds for the undersigned be decreased below the amount stated, the Surety will, on demand and in accordance with its manual rates and regulations, refund any excess of premium paid; The Surety shall have the right, at its opinion and in its sole discretion, to issue, cancel or decline execution of any Bond or renewal thereof, including a final Bond where it has furnished a bid Bond;

TO INDEMNIFY and save the Surety harmless from any and all liabilities, loss, costs, charges, suits, damages, fees, and expenses of whatever kind or nature, which It shall or may, for any cause, at any time sustain or incur, or be put to, by reason or in consequence of its having executed any of said bonds. The undersigned further agrees to waive, and does hereby waive, any right to claim any property, including homestead, as exempt, under the constitution or laws of the United States of America or of any state, states or territory, from levy, execution, sale or other legal process;

IF CLAIM IS MADE AGAINST THE SURETY on any bonds herein applied for, the Surety shall have the right to employ its representative to investigate the claim, and to charge all expenses of such investigation to the undersigned. The undersigned agrees, upon demand, to place the Surety in funds to meet the claim, including fees and expenses, before the Surety shall be required to make payment;

THE UNDERSIGNED FURTHER AGREES, if any suit is brought on any bonds herein applied for, to permit the Surety to employ its own counsel to defend such suit, and to repay the Surety fees and all other costs and expenses to which the Surety may be put in defense of such suit;

THAT this indemnification agreement shall be deemed to have been executed in the State of Wisconsin, and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Wisconsin. Any action or proceeding of this indemnification agreement may be brought in any state or federal court of competent jurisdiction in any county in the State of Wisconsin, or, at the option of the Surety, in any state or federal court properly having jurisdiction by reason other than the execution of this agreement. By signing this agreement, the undersigned consents to the jurisdiction of any state or federal court in the State of Wisconsin;

THAT an itemized statement of any payments made in good faith by the Surety as a result of any liability or expense incurred as a result of any and all bonds issued by the Surety, or the vouchers or other evidence of disbursement by the Surety, shall be sufficient and conclusive evidence of the undersigned's liability hereunder;

THAT EACH CORPORATE UNDERSIGNED, if any, warrants that it is financially interested in the execution of said bond and in any litigation in which said bond is given, and that it is fully empowered to obligate itself hereby;

THAT AUTHORITY is hereby granted to any bank, financial institution, individual, firm or corporation to disclose and furnish to the Surety any information which they have obtained or may at any time obtain through their own business transactions concerning the Undersigned's affairs, financial standing, credit or manner of meeting obligations and the Undersigned hereby expressly releases the Surety and each and all of the said banks, financial institutions, individuals, firms or corporations from any and all claims, demands, damages or causes of action arising by reason of the furnishing or disclosing of such information whether the same be true or not;

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

THAT THESE AGREEMENTS shall bind the undersigned and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall inure to the benefit of any co-surety, reinsured or re-insurer of the Surety on any bonds written for the Undersigned.

Any person who, with intent to defraud or knowing that he/she 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.

**If sole proprietor or individual, applicant and applicant's spouse must sign.  
If partnership, all partners on behalf of firm and all partners and spouses must sign.  
If Corporation, two Authorized officers must sign and all owners and spouses must sign as individual Indemnitors.**

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Applicant, Personal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant, Personal (Spouse)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant, Personal

\_\_\_\_\_  
Witness

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Applicant, Personal (Spouse)

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Witness

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Applicant, Personal

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Witness

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Applicant, Personal (Spouse)

\_\_\_\_\_  
Witness

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA218 and MCL 500.2236.

**NB 0049 04 18**