

General Instructions for Probate Bonds

Completed Application – Please forward the original (signed and witnessed) application. If the applicant is married and not employed, we will require the signature of the spouse as well.

The following information is required at the time of application:

- A list of all assets (preliminary inventory)
- A list of all known creditors and amounts due (Decedents' estates)
- A list of all estimated annual expenses (Minor/Incapacitated estates)
- Copy of Will on all Executor (Testate) Estates
- Affidavit for Small Estate (Applies only to Small Estates)

****A Restricted Account may be required on all Conservator/Guardian and Trustee Bonds.***

The following information will be required once the application has been approved and the bond has been issued:

- Court Approved Annual Accountings
- A filed-stamped copy of the inventory and all subsequent amendments

Premium Payment – An Invoice will be included in your bond package. Please remit payment within 30 days from the issuance of the bond. If you wish to pay the bond premium via credit card/debit card or echeck, please visit www.thebarplan.com and click on Make a Payment and then choose Court Bonds. ******Premium for all Small Estates is required to be paid prior to the issuance of the bond.***

Please feel free to mail, fax or e-mail all required information to:

**The Bond Department
622 Emerson Rd., Suite 100
St. Louis, Missouri 63141
Fax 888 658-6761
bonds@thebarplan.com**

**The Bar Plan Surety and Fidelity Company
The Bar Plan Mutual Insurance Company**

622 Emerson Road, Suite 100, St. Louis, Missouri 63141, (314) 965-3333,
Fax (314) 965-7812 or Toll Free 877-553-6376, Fax (888) 658-6761

Probate & Fiduciary Bond Application

Applying for a bond is like applying for credit, therefore, please print legibly or type and make sure all information is complete

Please check if you are requesting a pre-approval/bondability letter only

Type of bond requested, please check one:

Administrator (Intestate)	Executor* (Testate)	Guardian	Conservator
Summary Admin	Creditor's Refusal	Small Estate	Trustee

Name of applicant: _____

(Mr./Mrs./Ms.) First Name Middle Initial Last Name

A/K/A or Alias Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Social Security #: _____ Birth Date: _____

Marital Status: Single Married Divorced Widowed

Provide the name of all banks at which you hold accounts.: _____

Do you own a home?: _____ Rent?: _____ Other: _____

Are you currently employed?: _____

Employer: _____

Position/If retired, previous position: _____

If self employed, explain nature of business _____

Address of Employer: _____

City: _____ State: _____ Zip: _____

Length of employment/ownership: _____

Applicant's relationship to Ward or Decedent: _____

Have you ever been convicted or pled guilty to a felony?: _____

If yes, please explain: _____

Have you filed for personal bankruptcy?: _____ If yes, when?: _____

Are you indebted to Decedent/Conservatee?: _____ If yes, amount \$ _____

Estate Information

Name of decedent or ward: _____

Date of Birth of Conservatee/Minor _____

Marital Status of the Ward at the time of the declaration of incompetency: _____

Date of Death of Decedent: _____

Marital Status of the Decedent at the time of death: _____

Amount of cash in estate \$ _____ Value of Securities \$ _____

Value of Real Property \$ _____ Other Assets _____

Ward's Annual Income (All sources) \$ _____

Attach or list the deceased's known creditors and amounts due _____

Attach or list the Ward's estimated annual expenses _____

Bank where **ESTATE ACCOUNT** will be opened _____

City _____ State _____ Zip _____

Does the estate contain an ongoing business? _____ If yes, name _____

Type _____ Will it be continued? _____

Has applicant had prior custody of the assets of the estate? _____

If yes, please explain _____

Has there been a prior fiduciary on this estate? _____

If yes, name of prior fiduciary: _____ Reason for change: _____

If yes, was that fiduciary bonded? _____

If yes, name of prior surety: _____ Reason for change: _____

Where will securities be kept? _____

(Safe deposit box, Brokerage Firm including name & address)

Bond to be filed in _____ Court in the County of _____, State of _____

Amount of Bond: _____ Estate Number: _____

****Please email or fax a copy of the Will***

On Bonds for Administrators and Executors, list heirs at law, devisees or legatees. On Bonds for Guardians and Conservators, list potential heirs of the incompetent.

NAME	DATE OF BIRTH	RELATIONSHIP TO WARD/DECEDENT	ADDRESS	RELATIONSHIP TO APPLICANT

Please initial each statement below indicating that you have read and understood each statement:

A Restriction may be required on all Conservator/Guardian/Trustee Estates.

I understand the first year's bond premium is not refundable

I understand all increases and reductions of the bond must be ordered by the court

I understand that the bond is in effect until the Surety receives the approved final settlement or Order of Discharge

I understand the bond premium is to be paid annually

I understand that bond premiums are statutorily required and court ordered, meaning that the premiums may be paid out of estate assets as a cost of administration; however, you are ultimately responsible in your individual capacity as a signatory to the indemnity agreement to pay the bond premiums personally

I understand that should you fail to pay the annual bond premium timely, the Surety reserves the right to send the unpaid premium amount(s) to debt collection

I understand that should you fail to pay the annual bond premium timely, the Surety reserves the right to bring a lawsuit against you for breach of contract and economic damages

I understand you must retain an attorney throughout the administration of the state/conservatorship

Attorney Information

Name of Attorney for Principal: _____ Bar # _____

Law Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No. _____ Fax No. _____

E-Mail Address: _____

How did you hear about our bond program? Please circle one choice below:

Print Ad

Direct Mailer

Conferences/Seminar

Internet/Banner

Prior Use

** Delivery Method....Regular Mail _____, USPS Priority Mail average 2-5 days (at the cost of the client) _____ or Overnight (at the cost of the client) _____

Overnight Acct # _____

*What % of your practice is in the Probate/Estate Planning/Trusts area? _____

** **Please note: The Bar Plan does not guarantee delivery times of third party shippers, i.e. USPS, Fed-Ex or UPS.**

Agent/Broker Information

Name of Insurance Agent/Broker: _____

Name of Insurance Agency: _____

Agent/Broker/Agency Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Fax No.: _____

E-Mail Address: _____

Note to Agent, Broker and/or Agency: Please submit a current copy of your Agent, Broker and Agency License with Application

Anti-Fraud Notice
Applicable to Indiana Applicants Only

"Any person who knowingly, and with intent to defraud an insurer, files a statement of claim containing false presents, incomplete or misleading information commits a felony."

Anti-Fraud Notice
The following disclaimer applies only to applicants in the states of Washington and 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 third degree."

Anti-Fraud Warning
Applicable to Maine, Tennessee and Virginia Applicants only

"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 and denial of insurance benefits".

Anti-Fraud Warning
Applicable to New York Applicants only

"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."

Anti-Fraud Notice
Applicable to Kentucky Applicants Only

"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."

Anti-Fraud Notice
Applicable to Ohio Applicants Only

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

Anti-Fraud Notice
Applicable to New Mexico, West Virginia, Rhode Island and Louisiana Applicants Only

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

Anti-Fraud Notice
Applicable to DC Applicants Only

"WARNING! It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

Anti-Fraud Notice
Applicable to Hawaii Applicants Only

"For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both."

Anti-Fraud Notice
Applicable to New Jersey Applicants Only

"Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

Anti-Fraud Notice
Applicable to Pennsylvania Applicants Only

"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."

Anti-Fraud Notice
Applicable to Oklahoma Applicants Only

"WARNING! Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

Anti-Fraud Notice
Applicable to Colorado Applicants Only

"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."

Anti-Fraud Notice
Applicable to Maryland Applicants Only

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

Anti-Fraud Notice
Applicable to Alabama Applicants Only

"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 and confinement in prison, or any combination thereof."

Anti-Fraud Notice
Applicable to Oregon Applicants Only

"Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance may be guilty of insurance fraud and may be subject to prosecution for insurance fraud. In order to deny a claim, the insurer must show it relied on the misinformation and it was either material to the risk assumed or provided fraudulently, which means the misstatements were made with intent to knowingly defraud."

Anti-Fraud Notice
Applicable to Vermont Applicants Only

"Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law."

AGREEMENT OF INDEMNITY-PLEASE READ CAREFULLY

MUST EXECUTE AND FAX BACK PRIOR TO ISSUANCE

In consideration of the execution by The Bar Plan Surety and Fidelity Company or The Bar Plan Mutual Insurance Company, St. Louis, Missouri (whichever issues or continues said bond being hereinafter called "Company"), of the bond herein applied for, I hereby have read, initialed and agree:

1. _____ To pay to the Company the premium for the bond in accordance with the rates filed by the Company in the State where the bond shall be filed and **further agree to pay annually** in advance thereafter the **annual renewal charges which are due and to continue to pay such renewal premium charges** which shall be due until satisfactory evidence of the release of the Company from all liability under the bond shall have been furnished to the Company, it being understood the usual evidence required is a release from the court signed by the presiding judge specifically releasing the surety from further liability.
2. _____ To hereby waive service of notice of any premium claim filed against the estate related to the bond issued from this application. This is a Waiver of Service of Notice of Premium Claim.
3. _____ **To indemnify the Company against all loss, liability, costs, damages, attorney's fees and expenses** whatever, which the Company may sustain or incur by reason or in consequence of having executed said bond **and in enforcing any of the agreements herein contained.**
4. _____ I will not assign or disclaim his/her interest in the estate to anyone without the written consent of the Company.
5. _____ The Company shall have the right, and is hereby authorized but not required, to adjust, settle, or compromise any claim, demand, suit, or judgment upon said bond unless the undersigned shall request the Company to litigate such claim or demand or defend such suit or to appeal from such judgment, and if the undersigned makes such request the undersigned shall deposit with the Company collateral satisfactory to the Company in kind and amount.
6. _____ This Agreement is an instrument executed under seal and will be governed by and construed in accordance with the laws of the State of Missouri. The Company shall have the right to institute any action for collection of any amounts due under this Agreement against Undersigned in the Circuit Court of St. Louis County, Missouri. The Company shall have the right to give notice or to serve process on the Undersigned for the purpose of pursuing any and all remedies against Undersigned in said court. The Undersigned explicitly consents to the jurisdiction and venue of said court. The Undersigned agrees to accept personal service of process with respect to any legal action filed to collect any amounts due under this Agreement.
7. _____ The Company shall have the absolute right to procure its release from said bond under any law for the release of sureties, and the Company is hereby released of and from any damages that may be sustained by me by reason of such release.
8. _____ At any time, and until such time as the liability of the Company is terminated, the Company shall have the right to reasonable access to the books, records, and accounts of the applicant and estate and any bank depository, or other person, firm, or corporation is hereby authorized to furnish the Company any information requested.
9. _____ The agreements herein shall bind me and my heirs, executors, administrators, successors and assigns, jointly and severally.
10. _____ Applicant(s) hereby expressly authorize The Bar Plan Mutual Insurance Company or The Bar Plan Surety and Fidelity Company to access his/her/its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to Company; (b) for underwriting purposes; and (c) upon receipt of a notice of claim or potential claim, **for debt collection.**

Signed and Dated this _____ day of _____, 20_____.

Applicant's Spouse _____ Applicant _____

Printed Name _____ Printed Name _____