

# JOHN T.COSTA AGENCY, INC

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[www.probate-bonds.com](http://www.probate-bonds.com)

## Probate & Fiduciary Bond Application

Type of Bond: \_\_\_\_\_

Bond Amount \_\_\_\_\_

In the Matter of: \_\_\_\_\_

Name Of  
Applicant \_\_\_\_\_

Tel. # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Social Security No. \_\_\_\_\_ Driver's License # \_\_\_\_\_  
State \_\_\_\_\_

Your Net Worth \_\_\_\_\_ Your Annual Income \_\_\_\_\_

Your Date of Birth \_\_\_\_\_

Do you own a home? \_\_\_\_\_ Rent? \_\_\_\_\_

Other \_\_\_\_\_

Your Bank \_\_\_\_\_

Bank Account # \_\_\_\_\_

Are you currently employed? \_\_\_\_\_

Employer \_\_\_\_\_

Position/If retired, previous position \_\_\_\_\_

If self employed, explain nature of business \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Tel # ( \_ ) \_\_\_\_\_

Length of employment/ownership \_\_\_\_\_

What is your relationship to the Decedent, Conservatee, or  
Minor ? \_\_\_\_\_

What is your share of this estate (Decedent's estate only)  
\_\_\_\_\_

Have you had a criminal conviction? \_\_\_\_\_

Lost a civil judgment? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Have you or your spouse filed personal bankruptcy? \_\_\_\_\_

If yes, when? \_\_\_\_\_

Are you indebted to Decedent/Conservatee? \_\_\_\_\_

If yes, amount \$ \_\_\_\_\_

### ESTATE INFORMATION

Name of Decedent/Conservatee /Minor / Incompetent  
\_\_\_\_\_

Date of Birth of Conservatee / Minor / Incompetent : Date of Death  
\_\_\_\_\_

Amount of cash in estate \_\_\_\_\_ Value of securities \_\_\_\_\_

Value of Real Property \_\_\_\_\_

Other Assets \_\_\_\_\_

Annual Income (All Sources) \$ \_\_\_\_\_

Bank where ESTATE ACCOUNT will be opened

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Where will securities be kept?

\_\_\_\_\_

(Safe deposit box, Brokerage – Including Name & Address)

Does estate contain an ongoing business? \_\_\_\_\_

If yes, name \_\_\_\_\_

Type \_\_\_\_\_ Will it be continued? \_\_\_\_\_

If yes, do you understand the Surety will require you to obtain a court order to continue business?

\_\_\_\_\_  
\_\_\_\_\_

### APPLICANT'S ATTORNEY INFORMATION

Your Attorney's  
name \_\_\_\_\_

Law Firm: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip code \_\_\_\_\_ Email \_\_\_\_\_

Do you understand that the first year's bond premium is not refundable?

\_\_\_\_\_

Do you understand the court must order all increases and reductions to the bond?

\_\_\_\_\_

Do you understand the bond is in effect until a final discharge is signed by the judge and a copy delivered to the surety? \_\_\_\_\_

Do you understand the bond premium is to be paid annually? \_\_\_\_\_

Do you understand you must retain an attorney throughout the administration of this estate? \_\_\_\_\_

**INDEMNITY AGREEMENT**

The undersigned applicant and/or indemnitors hereby request that Surety, and reinsurers (hereinafter collectively referred to as "the Company") become surety for and furnish the above bond and such other bond or bonds as may now or hereafter be required by or on behalf of the above named applicant. I understand that a consumer report may be obtained about me now and from time to time in the future, and if I ask, I will be told if a consumer report has been obtained and the name and address of the agency that supplied the report. The undersigned declares under penalty of perjury that the information and statements contained in this application are true, and the undersigned jointly and severally, in consideration of the Company being a surety, or executing or guaranteeing any bond or bonds for the applicant, do for value received hereby covenant, promise, and agree to pay the Company the usual annual premium; and we each jointly and severally agree to indemnify and keep indemnified the Company from and against any liability and all costs, charges, suits, damages, counsel fees and expenses of whatever kind or nature which said Company shall at any time sustain or incur, for or by reason, or in consequence of said Company having become surety or entering into such bond or bonds and agree to place the Company in funds to meet any claim or demand before it shall be required to make payment. Unless otherwise indicated herein, the bond applied for shall not be applicable to guarantee or insure the applicant's operation, management, or control of an ongoing business operation. Additionally, the Company may at its discretion impose a "joint control" requirement as a condition of the issuance of the bond to the undersigned applicant. In any event, issuance of a bond to the undersigned applicant is conditioned upon the applicant's retention of competent legal counsel throughout the duration of any period of time, which the bond is in effect.

Signed this \_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_

1st Applicant By: \_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

2<sup>nd</sup> Applicant By: \_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

## Protecting the Privacy of Information (California and Montana Residents)

Each company is committed to protecting your privacy by keeping the nonpublic personal information we collect from you confidential and secure. This policy applies to our relationships with individual consumers who inquire about and/or obtain products or services for personal, family and household purposes. Please read this Privacy Policy that details information use policies and practices.

### Strict Security Measures

We take the security of information very seriously and has established security standards and procedures to prevent unauthorized access to customer information. In addition, policies and procedures to limit employee access to information only to those employees with a business reason for accessing such information.

### Why We Collects Information

We collect information about you to:

- Accurately identify you;
- Properly evaluate your request for a bond; and
- Comply with certain laws and regulations.

### Information We Collect

We may collect the following types of nonpublic personal information from you and outside sources:

- Data you provide on your application and other forms you provide surety, such as name, address and occupation;
- Your transactions such as your account balance, payment history and claims history;
- Credit history from consumer reporting firms. We have established procedures so that the information we collect is accurate, current and complete. You have the right to access and request correction of recorded nonpublic personal information and may do so by referring to Notice of Information Practices statement below. You should also be aware that information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons. Information We Share Depending on the type of relationship you have with surety we may share or disclose the information we collect from you, such as your claims history and payment history, with surety affiliates, as well as with unaffiliated third parties, to the extent necessary to service you and your bond as completely as possible. Surety reserves the right to share all information we collect as this policy describes. Under the law, surety is permitted to share identification information with its affiliates, as well as information related to the transactions and experiences we have with our customers.

We also disclose information to complete transactions initiated by you when you request or authorize the disclosure, or if the disclosure is required by law. At times it is necessary to disclose information to enforce or apply the terms and conditions of any agreement we have with you and to protect the rights, property, or safety of surety our customers, or others. This includes exchanging information with other companies and organizations, including governmental law enforcement authorities, to detect or prevent fraud, criminal activity, material misrepresentations or material non-disclosures in connection with insurance transactions.

We may also disclose the information we collect from you to nonaffiliated third parties, as permitted by law. For example, we may provide information to:

- Outside companies to perform services on our behalf, such as data analyses, bill payment and collection services;
- Government and administrative entities to respond to subpoenas, search warrants, orders and audits;
- Reinsurers and financial auditors;
- Another party, or its representative, involved in the purchase, sale or merger of all or part of surety. and its affiliates.

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Whatever the reason for sharing information, we require strict confidentiality by the receiving parties and limit the use of the information to the purpose for which it was disclosed. Surety will not sell your personal information to unaffiliated third parties, nor will it provide your personal information to third parties, doing business on surety's behalf, for their own marketing purposes.

Former Customers

If you end your relationship with surety, we will adhere to the information policies and practices described in this policy.

Changes to our Privacy Policy

We reserve the right to change our Privacy Policy. If we make a material change to our Privacy Policy, we will notify you before we put it into effect.

Notice of Information Practices

In some circumstances, it may be necessary for surety to collect additional information about you from third parties. For example, surety may collect your credit history from consumer reporting firms.

In certain situations, in order to correctly underwrite your bond, it may be necessary for surety, without your authorization, to disclose some of the personal or privileged information we collect about you to third parties. For example, in order to conduct our business we must exchange some information about you with our underwriters and claims representatives and with other insurance companies that may reinsure your bond or with whom you have had other insurance policies. Of course, you have the right to have access to the information collected about you contained in our file, as well as the right to request that we correct, amend, or delete information that you feel is incorrect. If we agree with you, we will correct our information and reconsider our decision. If we disagree, you may submit a brief statement explaining what you feel is the correct information. We will include your statement in our file. You also have the right to a more detailed statement and description of surety information practices. If you would like surety to provide you with such a statement, please advise.