



All Purpose Application

☐ Check here if correspondence was previously sent to RLI

To: _____

From: _____

APPLICANT INFORMATION	Applicant Name (must be exactly as it is to appear on bond) Claude Simon			☒ Individual ☐ LLC	
	Applicant Address 71 Tonjes Road			City Callicoon	State NY
Zip 12723		Nature of Business		Number of Owners	Business Phone No.
				How long in business?	

BOND INFORMATION	Type of Bond Probate	Bond Amount \$540,000	Effective Date 7-17-2019
	Obligee Name & Address SAME		

PERSONAL INFORMATION	Must be completed by Applicant, Partners, Corporate Owners/Officers and Members/Managers of LLCs. Use additional application if more than one owner (or owner and spouse).			
	Individual's Name Claude Simon	Percent Ownership	Social Security No. 106-50-1158	Date of Birth 3-5-1956
Spouse's Name		Percent Ownership	Social Security No.	Date of Birth
Residence Address SAME		City	State	Zip
Phone No. 845 482 3439		How long at residence? Yrs./Mos. 10 Years		
Current Residence ☒ Own ☐ Rent	Current Value \$600,000	Loan Balance 0	Ever declared bankruptcy? ☐ Yes ☒ No	Any unpaid IRS or state tax liens? ☐ Yes ☒ No
Any lawsuits pending against you? ☐ Yes ☒ No				

INDEMNIFICATION AGREEMENT

I agree to indemnify RLI Insurance Company and/or Contractors Bonding and Insurance Company (hereinafter "Surety") in connection with any bond executed on behalf of the person or entity named as "Applicant" above. I certify that all the information provided is true, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of the falsity of any statement will be prima facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future, with any institution, person or entity. I further agree: **FIRST:** To pay Surety each premium or premiums due, until satisfactory evidence that Surety's liability is terminated and agree that such premium is fully earned upon issuance of a bond and is not refundable in the first year of coverage. **SECOND:** To pay Surety all sums demanded by Surety to cover any liability, claim, suit or judgement against the bond, including any legal fees and expenses, and a claim fee charge in the amount of \$119.40 for the first claim and \$69.44 for each additional claim. **THIRD:** To individually, and jointly and severally with Principal and all other indemnitors, agree to hold harmless and indemnify Surety from any and all liability, damages, losses, costs and expenses of every kind including attorney fees, which may be sustained or incurred arising out of the execution enforcement, procurement of release, or other action involving the application and/or issuance of any bond. **FOURTH:** To pay interest, at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made. **FIFTH:** That Surety has the exclusive right to defend, settle, pay or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety. **SIXTH:** That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under any law for release of sureties; all without liability to Surety thereon. **SEVENTH:** To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell the collateral security to reimburse itself. **EIGHTH:** That a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement. **NINTH:** That I cannot terminate my liability to the Surety created by this agreement except by sending written notice by certified mail of intent to terminate to the Surety. Written notice to terminate shall be sent to the Surety at its home office, 9025 N. Lindbergh Dr. Peoria, IL 61615. I agree that the termination will be effective thirty working days after the actual receipt of such notice by the Surety, but only for bonds signed or committed to by Surety after the effective date. Thus, I agree that I will remain liable to the Surety for loss and expenses on bonds signed or committed to by Surety prior to the effective date of termination. **TENTH:** I agree that Surety can bring any legal action arising out of or in any way related to any Bond or this agreement in King County, Washington and that Washington law shall apply where Surety makes such election. **ELEVENTH:** This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for. **TWELFTH:** I agree that I have READ AND UNDERSTOOD this agreement, that I am signing as a PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP, or LLC CAPACITY, if any. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement.

Signed this 16 day of July, 2019.

☒ Claude Simon
Indemnitor Signature

☒ _____
Spouse Signature

☒ _____
Indemnitor Signature

☒ _____
Spouse Signature

☒ _____
Indemnitor Signature

☒ _____
Spouse Signature

Claude Simon

Indemnitor Name (Print)

Spouse Name (Print)

Indemnitor Name (Print)

Spouse Name (Print)

Indemnitor Name (Print)

Spouse Name (Print)

AGENT/BROKER INFORMATION	Agent/Broker Name USI Insurance Services	Code 65064	Phone No. 516-419-4000	Fax No. 610-537-1968	City Uniondale	State NY	Zip 11553
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AGENT'S RECOMMENDATION	☐ We are not very familiar with this applicant.
	☐ We are familiar with applicant and are aware of no adverse information about him/her.
	☒ We know applicant very well and offer our highest recommendation.

Please see attached page for fraud warnings for all states.

PROBATE BOND		No Financial Statement necessary. Applicant must sign front of application.			
Name of Deceased or Ward Vicki R.C. Simon FILE: 2019-1564		☒ Deceased ☐ Ward		Is there a going business in the estate? ☐ Yes ☒ No	
Date of Birth 8-19-1924	Date of Death 9-30-2018	Date of Appointment	Has a bond been filed in this estate before? (If Yes, do not write the bond; submit to Company for approval.) ☐ Yes ☒ No		
Name and Address of Attorney (Must be Represented by an Attorney for RLI to Consider a Bond.) Mel Ginsburg, 26th Floor, 261 Madison Avenue, NY, NY 10016				Will attorney remain throughout the estate? ☒ Yes ☐ No	
Name, Age and Health Status ☐ Minor ☐ Incompetent		Applicant's Relationship to Deceased/Ward Son		Applicant's Net Worth \$10m	
Is applicant indebted to the estate or trust? (If Yes, explain how debt will be repaid on separate sheet.) ☐ Yes ☒ No		Who are the heirs of this estate? Deirdre Dore, John C. Simon, Claude Simon			
What is the source of guardianship funds? (If an insurance settlement, do not execute the bond; submit to RLI for approval.)		Are guardianship funds to be used for support of ward? (If Yes, please send copy of court order authorizing monthly expenditures.) ☐ Yes ☐ No			
		Do all interested parties agree with the principal's appointment as fiduciary? ☒ Yes ☐ No (If No, do not write the bond; submit to RLI for approval.)			
Is the bond required on the demand of an interested person? ☐ Yes ☒ No If Yes, by whom?		Assets of estate or trust (describe). Send copy of inventory if assets exceed \$300,000.			
Name and Address of Court Nassau County Surrogate's, Court, 262 Old Country Road, Mineola, NY 11501					
LOST INSTRUMENT BOND		Attach all information from transfer agent.			
Serial Number and Description (Please submit a copy or sample of the form it was on.)		Date of Instrument	Payable to applicant only? ☐ Yes ☐ No If No, to whom is it payable?		
Are securities pledged, assigned or endorsed? ☐ Yes ☐ No	How did instrument become lost or destroyed?	Has notice of loss been given? If Yes, when?	☐ Yes ☐ No To whom?		
If registered, in whose name?	If a check, has payment been stopped? ☐ Yes ☐ No If Yes, when?	If a deed of trust or note, has either been involved in a lawsuit? ☐ Yes ☐ No Was a judgment obtained? ☐ Yes ☐ No			
MISCELLANEOUS COURT BOND		Please include with application the court documents including the complaint and any court orders.			
Plaintiff		Name and Address of Applicant's Attorney			
Defendant		Name and Location of Court			
Describe Nature and Reason for Action					
FIDELITY BOND		No Financial Statement necessary. Applicant must sign front of application.			
Annual Salary	Will applicant sign checks? ☐ Yes ☐ No	Is countersignature required? If Yes, by whom?	Regular audits? ☐ Yes ☐ No If Yes, by whom?		
Are bank accounts reconciled by someone not authorized to deposit or withdraw from the accounts? ☐ Yes ☐ No		Ever discharged from any employment? If Yes, why? ☐ Yes ☐ No			
Last position held?		Present Position or Title		How long in present position?	Applicant's Net Worth
PUBLIC OFFICIAL BOND		No Financial Statement necessary. Applicant must sign front of application.			
Official Title	Other or Previous Occupation	☐ Elected ☐ Appointed	Date	Term of Office	Premium will be paid ☐ Annually ☐ For Term
Applicant's Net Worth					
FINANCIAL INFORMATION		Financial Information needs to be completed for all financial obligation bonds (sales tax, wage and welfare, utility bonds, etc.) and for all bond requests of \$10,000 or more unless otherwise noted. Applicant may attach their own financial statement or complete information below.			
ASSETS			LIABILITIES		
Cash In _____ Bank _____			Notes Payable _____ Bank _____		
Cash In _____ Bank _____			Notes Payable _____ Bank _____		
Stocks & Bonds Consisting of _____			Other Notes Payable _____		
Notes Receivable - Describe _____			Accounts Payable _____		
Accounts Receivable _____			Taxes Due _____		
Merchandise, Inventories, Etc. (At Cost) _____			Real Estate Mortgages (Give Amount on Each Parcel)		
Real Estate (Location, Description and Appraised Value).			1. _____		
1. _____			2. _____		
2. _____			3. _____		
3. _____			Other Liabilities - Describe _____		
Furniture & Fixtures _____			TOTAL LIABILITIES _____		
Other Assets - Describe _____			Capital Stock _____		
TOTAL ASSETS _____			Net Worth or Surplus _____		
Gross Sales - Two Years Ago _____ Last Year _____			TOTAL LIABILITIES AND NET WORTH _____		
Net Income - Two Years Ago _____ Last Year _____					



FRAUD WARNINGS

Alabama, Arkansas, D.C., Louisiana, Maryland, Rhode Island, 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.

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.

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.

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, 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.

Tennessee, Virginia, 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.

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 may include imprisonment, fines or a denial of insurance benefits.

New Jersey, 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.

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.

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.