



# LOST INSTRUMENT BOND APPLICATION

## (OPEN PENALTY AND FIXED PENALTY SURETY BOND)

### BOND

Bond Amount \$	Penalty <input type="checkbox"/> Open <input type="checkbox"/> Fixed			
Full name of all persons, firms, or corporations to whom the bond is to be given				
Description of Instrument (hereinafter referred to as <b>Securities</b> ). If a Stock Certificate, specify Certificate Number, and Number of Shares. If a Check or similar Instrument, specify Check Number, Date, Amount, Name of Maker, and Name of Payee.				
Name of Obligee	Street Address	City	State	Zip Code

### APPLICANT

Full Name (If a Firm, give names of partners)		Social Security Number	Age	Phone Number	
Occupation	Business Address	City	State	Zip Code	
Residence <input type="checkbox"/> Rent <input type="checkbox"/> Own	Residence Address	City	State	Zip Code	
Name of Attorney	Street Address	City	State	Zip Code	
Name of Employer	Street Address	City	State	Zip Code	

### SECURITIES (if instrument **does not** consist of a life insurance policy)

Par Value \$	Market Value \$	Price paid for Securities \$	From Whom were the Securities purchased?		
How did Applicant become the owner of the Securities?					
If registered, in whose Name the Securities now stand		Dividends paid to whom?	For how long?	Amount paid \$	Amount to be paid \$
Have the Securities, or any part thereof, ever been endorsed, assigned, hypothecated, or pledged, or the title thereto otherwise disposed of by the person in whose name they stand, or by you? <input type="checkbox"/> Yes <input type="checkbox"/> No			Was there a form of power of attorney to transfer printed upon or attached to the Securities? <input type="checkbox"/> Yes <input type="checkbox"/> No	If <b>Yes</b> , did you or the person in whose name the securities stand ever sign such power of attorney? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the person in whose name the Securities stand ever executed any power of attorney that would enable any other person to transfer the Securities? <input type="checkbox"/> Yes <input type="checkbox"/> No		If <b>Yes</b> , attach an explanatory letter	Are you the absolute owner of the Securities, and entitled to their immediate possession free of all claims and liens of any kind whatsoever? <input type="checkbox"/> Yes <input type="checkbox"/> No		If a check was lost, on what date did you stop payment?
If Securities were registered, state the date when you gave notice of the loss to all concerned: to issuing company: _____, to transfer agent: _____, to registrar: _____, to trustee: _____. (Attach their acknowledgments of your notification, labeled "Acknowledgments of notice of loss".)					
In what publications has the loss been advertised publicly?					
How many times has the loss been advertised publicly?		Has the loss been advertised over the stock tape? <input type="checkbox"/> Yes <input type="checkbox"/> No		Attach a copy of a printed advertisement of the loss, labeled "Advertisement of loss".	

## SECURITIES (for a lost life insurance policy)

Policy Number	Date of Policy	Full Name of Insured	Policy Amount \$	Current Value \$
Name of Beneficiary	Address	City	State	Zip Code
Relationship of Beneficiary to Insured		Nature of payment (e.g.: death claim, endowment, cash surrender value, or loan)		
Has the policy been assigned or pledged? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Whom?	If Yes, When was it assigned or pledged?		
When was the policy last in the Applicant's possession?	In whose possession was the policy when it was lost or destroyed?			

## REFERENCES (Bankers and merchants preferred; no relatives)

Full Name	Business	Street Address	City	State	Zip Code
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____

## AFFIDAVIT (To be fully completed and sworn to before a notary public or other duly authorized officer)

State of \_\_\_\_\_ }  
 County of \_\_\_\_\_ } ss.:

being first duly sworn, on oath, depose \_\_\_\_\_ and say \_\_\_\_\_ that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 w \_\_\_\_\_ the owner and holder of the securities described herein, and that the said securities were not assigned, transferred, endorsed (either in blank or otherwise), or  
 hypothecated in any way, except as stated in this application. The Affiant(s) further states that \_\_\_\_\_ ha \_\_\_\_\_ not since assigned, transferred, endorsed, pledged or  
 hypothecated in any way the said securities, but that the same have been lost, stolen or destroyed, and Affiant(s) further makes oath that:

(Hereinabove, describe the manner of loss, so far as known, stating particularly: (a) the approximate date when the securities first came into your possession; (b) the place  
 where you kept the securities immediately prior to discovery of loss; (c) the date when the securities were last seen, stating where seen and by whom; (d) the evidence that  
 the said securities have been lost, stolen, or destroyed. State full particulars. An incomplete or indefinite statement will be rejected.)

and Affiant(s) further makes oath that the foregoing affidavit is made as an inducement to Surety One, Inc. to issue its bond as Surety for the Affiant(s) and as a protection to  
 the obligee against reappearance of the said securities in the hands of some person other than Affiant(s), and that if the Affiant(s) should find or recover the said securities,  
 the same will be surrendered to \_\_\_\_\_ (Name of Obligee) or to Surety One, Inc., or its agents, to be surrendered for cancellation.

Subscribed and sworn to before me, \_\_\_\_\_, notary public in and for said county and state,  
 on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Affiant: \_\_\_\_\_

# INDEMNITY AGREEMENT

The undersigned, hereinafter called Indemnitor(s), hereby certifies that the foregoing declarations and answers are the truth without reservation, and are made for the purpose of inducing Surety One, Inc., hereinafter called Company, to become Surety on a certain bond herein applied for, and in consideration of the Company's executing the said bond undertake(s) and agree(s) as follows:

FIRST: That the Indemnitor(s) will immediately pay the Company as a fully earned premium for the term of the bond.

SECOND: That the Indemnitor(s) will at all times indemnify and keep indemnified, the Company, and hold and save it harmless from and against any and all damages, loss, costs, charges, and expenses of whatsoever kind or nature, including counsel and attorney's fees, whether incurred under retainer or salary or otherwise, which it shall or may, at any time, sustain or incur by reason or in consequence of its suretyship, and will pay over to the Company, its successors and assigns, all sums and amounts of money which it or its representative shall pay or cause to be paid, or become liable to pay, on account of such suretyship, and on account of any damage, costs, charges, and expenses of whatsoever kind or nature, including counsel and attorney's fees, whether incurred under retainer or salary or otherwise, which it may pay, or become liable to pay, by reason of the same, or in connection with any litigation, investigation, collection of premium, or other matter connected therewith, such payment to be made to the Company as soon as it shall have become liable therefor, whether it shall have paid out the said sum or any part thereof or not; and the said Company is hereby authorized to prove such expenses, costs, or attorney's fees, in any action or proceeding and to include the same in any judgment.

THIRD: That upon the making of any demand, or the giving of any notice, or the institution of any action or proceeding upon any claim, or preliminary to determining or fixing any liability which the Company maybe called upon to discharge, by reason of such suretyship, the Indemnitor(s) will immediately notify the Company thereof, in writing, at its Home Office, 301 E. Fourth Street, Cincinnati, Ohio.

FOURTH: That in the event of the failure of the undersigned to comply with or make due performance of any covenant herein, the Company may at any time thereafter take such steps as it deems necessary or proper to obtain its release from all liability under the said bond, and to secure itself against loss, and all damage and expense which the Company may sustain or incur, or be put to, in obtaining such release or in securing itself against loss, shall be borne and paid by the undersigned.

FIFTH: That it shall not be necessary for the Company to give the Indemnitor(s) notice of any act, factor information, coming to the notice or knowledge of the Company, concerning or affecting its rights or liability under said suretyship, or the rights or liability of the Indemnitor(s) hereunder, notice thereof being hereby expressly waived.

SIXTH: Any security taken by the Company in connection with the said bond, may be held by the Company as protection against any bonds executed by the Company on behalf of the Indemnitor(s), and outstanding at the time of the receipt of evidence, showing the termination of liability on the said bond, and the Company may sell or realize upon the said collateral at its discretion, at public or private sale, and with or without notice to the Indemnitor(s) of the time and place of such sale, for the purpose of protecting itself against any claim, demand or loss under the said bond, or any other bond so outstanding.

SEVENTH: The Indemnitor(s) agree(s) to accept voucher(s) or other evidence of any loss paid by the Company under the bond herein applied for, together with vouchers or other evidence of payment of all costs and expenses whatever incurred by said Company in adjusting such loss, or in completing the said contract, as prima facie evidence against the Indemnitor(s) of the fact and extent of the Indemnitor's liability to the Company.

The Indemnitor(s) further agree(s) upon the commencement of any suit against the Company growing out of any matter, cause or thing whatsoever, directly or indirectly connected with or relating to the bond herein applied for, to deposit with the Company cash or collateral security satisfactory to the Company, in an amount sufficient to indemnify it up to the full amount of the recovery demanded in the complaint.

That if the Indemnitor(s) shall request the Company to prosecute or defend, or take part in any suit, action, proceeding, appeal, or writ of error, the Indemnitor(s) will, upon making such request, place the Company in possession of funds or collateral security approved by it, sufficient to defray any costs, charges and expenses which it may incur in so doing, and to discharge any liability, order, judgment or adjudication which may result, in consequence of its so doing, or of its said suretyship.

EIGHTH: That this application is submitted for commercial underwriting purposes.

NINTH: That these covenants shall be binding upon the Indemnitor(s), jointly and severally, and upon their and each of their respective heirs, executors, administrators, successors, and assigns.

TENTH: Applicant specifically consents to the fees and premium rate quoted by surety or its agent/producer regardless of whether said rate is filed, unfiled, special, non-standard. or any deviation from rates historically offered for similar risks. Applicant furthermore understands that broker or agent fees, contingency or otherwise may be included in the fee quote and to those Applicant likewise specifically consents.

# Signature Instructions for Different Types of Applicants

## Individual / Sole Owner

- *Applicant Signature:* signature of the individual or sole owner
- *Indemnitor 2 Signature:* signature of the applicant's spouse

## Partnership

- *Applicant Signature:* signature of a partner
- *Indemnitor [#] Signature:* signatures of all other partners\*
- *Indemnitor [#] Signature:* signatures of all spouses of partners\*

\**Signature* and *Name* fields may be duplicated above to accommodate additional Indemnitors. On duplication, change "Indemnitor 5" to "Indemnitor 6", and so on.

## Corporation†

- *Applicant Signature:* signature of president of corporation
- *Indemnitor [#] Signature:* signatures of all stockholders whose share in this corporation is 10% or more\*
- *Indemnitor [#] Signature:* signatures of the spouses of all stockholders whose share in this corporation is 10% or more\*

†Large, publicly traded companies, and certain private enterprises with significant levels of capital may be exempt from personal indemnity.

**By signing this application you are assuming specific obligations.  
Please read carefully the preceding indemnity agreement.**

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

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

## Additional Indemnitors

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Indemnitor 2 Signature: \_\_\_\_\_

Indemnitor 2 Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Indemnitor 3 Signature: \_\_\_\_\_

Indemnitor 3 Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Indemnitor 4 Signature: \_\_\_\_\_

Indemnitor 4 Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Indemnitor 5 Signature: \_\_\_\_\_

Indemnitor 5 Name: \_\_\_\_\_



# WE'VE MADE IT EASY FOR YOU TO COMPLETE AND SUBMIT THIS APPLICATION

## TWO EASY WAYS TO COMPLETE THIS APPLICATION — PRINT OR DIGITAL

### For PRINT completion:

1. Print this PDF.
2. Complete the application with a black pen by legibly writing your responses in the applicable fields.
3. Use one of the following ways to submit the completed application:
  - a. Scan, then email the pages to [Underwriting@SuretyOne.com](mailto:Underwriting@SuretyOne.com) or your assigned underwriter
  - b. Mail the pages to our Raleigh NC address (listed above)
  - c. Fax the pages to 919-834-7039

### For DIGITAL completion:

1. Download this PDF to your computer.
2. Open the file in a PDF editor, such as Adobe Acrobat Reader DC (available for free here: <https://get.adobe.com/reader/>).
3. Complete the application by typing and clicking your responses in the applicable fields.
4. Save your updated file to your computer by going to File > Save as...
5. Use one of the following ways to submit the completed application:
  - a. Attach the PDF to an email, and send to [Underwriting@SuretyOne.com](mailto:Underwriting@SuretyOne.com) or to your assigned underwriter
  - b. Upload the PDF to the form on [www.suretyone.com/contact-us](http://www.suretyone.com/contact-us)

**Note: Incomplete applications may result in processing delays.**

A lost instrument bond is part of the miscellaneous commercial surety bond class of business. These surety bonds that have a bond penalty under \$25,000 generally require only a completed application to underwrite and quote. Larger surety bond requests and those bond obligations that contain language or provisions that are onerous to the surety company will require review of financial statements. Lost instrument bonds are essentially unsecured credit instruments therefore credit and financial condition are important factors in underwriting and rating decisions. We offer non-standard programs to applicants that may have damaged credit or may not have had the opportunity to develop a consumer credit history. We decline no application, but rather offer terms that fit each applicant.