

Lost Instrument Bond Application

Bond Number: _____

A PRINCIPAL INFORMATION										
FIRST NAME/ MIDDLE NAME/ LAST NAME (AS IT SHOULD APPEAR ON THE BOND)										
HOME ADDRESS/ CITY/ STATE/ ZIP										
SOCIAL SECURITY NUMBER			PHONE NUMBER			EMAIL ADDRESS				
OCCUPATION						PERSONAL NET WORTH \$				
Have you, your spouse, or company ever : been involved in a dispute where there was a lawsuit/ lien was filed? been a principal or indemnitor on a bond which a claim was brought? been convicted of a felony?				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No		declared bankruptcy? Are any of your assets in Trust(s)?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>If you answered YES to any of the questions above, please attach a detailed explanation.</i>										
B LOST INSTRUMENT BOND INFORMATION										
TYPE OF BOND <input type="checkbox"/> OPEN PENALTY <input type="checkbox"/> FIXED PENALTY			IF FIXED PENALTY, BOND AMOUNT \$			PRESENT MARKET VALUE OF SECURITIES \$				
OBLIGEE NAME (S)						ATTACH LETTER OR INSTRUMENTS FROM TRANSFER AGENT WITH SURETY BOND REQUIREMENTS				
OBLIGEE ADDRESS CITY/ STATE/ ZIP						HAS AN APPLICATION FOR THIS BOND BEEN DENIED BY ANOTHER SURETY COMPANY? <input type="checkbox"/> Yes <input type="checkbox"/> No				
HAS THE LOST INSTRUMENT BEEN ENDORSED, TRANSFERRED, HYPOTHECATED OR PLEDGED? <input type="checkbox"/> Yes <input type="checkbox"/> No				HAS ANY ASSIGNMENT OF POWER OF ATTORNEY BEEN EXECUTED THAT WOULD ENABLE ANOTHER PERSON TO TRANSFER SAID INSTRUMENT <input type="checkbox"/> Yes <input type="checkbox"/> No						
C COMPLETE FOR TYPE OF INSTRUMENT LOST										
STOCK CERTIFICATE	SERIAL/ CUSIP NUMBER			CLASS OF STOCK		NUMBER OF SHARES		CURRENT MARKET VALUE PER SHARE \$		
	TICKER SYMBOL		STOCK EXCHANGE <input type="checkbox"/> NYSE <input type="checkbox"/> OTC <input type="checkbox"/> AMEX <input type="checkbox"/> NASDAQ <input type="checkbox"/> OTHER			ISSUING COMPANY				
	IS THE STOCK REGISTERED? <input type="checkbox"/> Yes <input type="checkbox"/> No			IF YES, IN WHOS NAME DO THEY STAND?						
	HAS A STOP TRANSFER BEEN REQUESTED? <input type="checkbox"/> Yes <input type="checkbox"/> No			HOW AND WHEN WAS DIVIDENDS PAID?						
	WHEN, HOW AND WHAT PRICE DID YOU BECOME THE OWNER?									
BOND	SERIAL/ CUSIP NUMBER			FACE AMOUNT \$		IS THE BOND REGISTERED? <input type="checkbox"/> Yes <input type="checkbox"/> No		BEARER BOND? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	INTEREST RATE		INTEREST PAID		MATURITY DATE		HOW AND WHEN WAS INTEREST PAID?			
	ISSUER									
CHECK/ MONEY ORDER	CHECK/ MONE ORDER NUMBER (S)					DATED		AMOUNT \$		
	NAME OF BANK					NAME OF PAYEE				
	NAME OF MAKER (PERSON WHO PURCHASED CHECK/MONEY ORDER)					WAS THE CHECK ENDORSED? <input type="checkbox"/> Yes <input type="checkbox"/> No		NAME OF ENDORSER		
D PERSONAL FINANCIAL STATEMENT (FOR BOND AMOUNTS OVER \$50,000)										
ASSETS			AMOUNT			LIABILITIES			UNPAID BALANCE	
CASH			\$			NOTES PAYABLE TO BANKS			\$	
STOCKS & BONDS			\$			REAL ESTATE LOANS			\$	
REAL ESTATE			\$			OTHER LIABILITIES			\$	
OTHER ASSETS			\$			TOTAL LIABILITIES			\$	
TOTAL ASSETS			\$			TOTAL NET WORTH			\$	

INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

In consideration of American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety," issuing the bond applied for, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' and consultants' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
4. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
5. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
6. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.
7. The undersigned unconditionally acknowledge and agree that: (1) they are solely responsible to procure and maintain any required license or permit and to renew, continue and/or replace any Bond; and (2) Surety, its agents, subagents, and/or brokers owe no duty with respect to the renewal, continuation or replacement of any Bond. The Undersigned release Surety, its agents, subagents and/or brokers from and against any and all liability, including, but not limited to, consequential damages resulting directly or indirectly from any license or permit lapse, suspension or termination resulting from any cause and/or failure to renew, continue or replace any Bond.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

NOTICE TO NEW YORK APPLICANTS: 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.

Signed, sworn to and dated this _____ day of _____, _____.

X

(Authorized Representative and Individually)

X

(Authorized Representative and Individually)

Affidavit of Loss and Indemnity Agreement

STATE OF _____
COUNTY OF _____

_____ hereafter called "Deponent") of legal age, being duly sworn, deposes and says:

1. Deponent resides at _____ and is by occupation (if a fiduciary, state facts) _____ and is entitled to the possession and is the legal and beneficial owner of (describe security or securities) _____ (hereinafter collectively called the "Original") issued by _____ (hereinafter called "Assured"), a corporation organized under the laws of the State of _____ in the name of _____.
2. The Original was acquired by Deponent on or about the ____ day _____, _____, and was lost, stolen, or destroyed on or about the ____ day _____, _____, under the following circumstances:
State where the Original was kept and who had access to it: _____

State when and by whom the loss was discovered: _____

State when and where the Original was last seen: _____

State what measures have been taken to recover the Original: _____

3. The Original WAS / WAS NOT endorsed. (if endorsed, describe exact manner of endorsement including name and address of endorsee. If the endorsement was a separate instrument of assignment, so state _____)
4. Deponent has made or caused to be made a diligent search for the original, and has been unable to find or recover the same. Deponent has not sold, assigned, transferred, deposited under any agreement, or hypothecated the original or any interest therein, or (except as may be stated in the foregoing paragraph) signed any Power of Attorney or other authorization respecting same which is now outstanding and in force; and no person, firm or corporation other than Deponent has any right, title, claim, equity or interest in, to, or respecting the Original or the proceeds thereof.
5. Deponent hereby requests, and this affidavit and agreement of indemnity is made for the purpose of inducing, Assured, its transfer agents, registrars and trustees, (1) to refuse to recognize any person other than Deponent as the owner of the Original and to refuse or to make any payment, transfer, delivery or exchange called for by the Original to any person other than Deponent or to refuse to take any other action pursuant to the request or demand of any person other than Deponent, and (2) to issue a new or duplicate or definitive security in lieu of the Original. Deponent furthermore requests American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company, to assume liability in respect of the loss herein referred to under as Lost Securities Bond.
6. If the Deponent should find or recover the Original, Deponent will immediately surrender the same to the Assured for cancellation without receiving any consideration thereof.
7. Deponent agrees in consideration of the foregoing to indemnify and hold harmless American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company, the Assured and Assured's transfer agents, registrars, trustees, and other agents, individually and in such capacities, from any and all loss, damage and expense in connection with, or arising out of, their compliance with the request of Deponent herein set forth, and further agrees to furnish to the above-named Assured, without any expense to them, a new bond of indemnity, in such form and amount as said Assured may require, with satisfactory surety or sureties, in case the above described Lost Securities Bond and this Agreement of Indemnity should at any time for any reason in the opinion of said Assured or any of them not afford sufficient protection.

Signed, sealed and delivered by Deponent this ____ day _____, _____.

Subscribed and sworn to before me this ____ day _____, _____.

Notary Public

My Commission Expires _____



Fraud Warnings and Privacy Policy

Fraud Warnings

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.

APPLICABLE IN ALABAMA

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.

APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA

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.

APPLICABLE IN CALIFORNIA

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN 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 of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

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.

APPLICABLE IN 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.

APPLICABLE IN HAWAII

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.

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY

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.

APPLICABLE IN 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 denial of insurance benefits.



TOKIO MARINE
HCC

Fraud Warnings and Privacy Policy

APPLICABLE IN MARYLAND

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.

APPLICABLE IN MINNESOTA

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEW JERSEY

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

APPLICABLE IN OHIO

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 deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

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.

APPLICABLE IN OREGON

Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

APPLICABLE IN TENNESSEE, VIRGINIA AND 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 denial of insurance benefits.

APPLICABLE IN VERMONT

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.

NOTICE TO NEW YORK APPLICANTS:

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.

Privacy Policy

Here at Tokio Marine HCC – Surety Group we know that your privacy is important to you, which makes it important to us. In support of changes to data privacy laws, we've made updates to our Privacy Policy and want to make sure you are aware of our updates. The new version of our privacy policy is available at www.tmhcc.com/en-us/legal/privacy-policy.