



A Member of the Tokio Marine Group

4000 West 114th Street
Suite 250
Leawood, Kansas 66221



PHLY-1 Application for Commercial Surety Bond—Any Kind

A	Bond Type (Check One):	License & Permit Complete A, B, C & D1	Probate Complete A, B, C & D2	Court Complete A, B, C & D3	Public Official Complete A, B, & D4	ERISA Complete A & D5	Lost Title/Securities Complete A, B, C & D6
	Bond Amount \$		Effective Date		Bond Description		
	Obligee Name (As it must appear on bond)			Obligee Address City		State	Zip

B	Applicant Type (Check one)	Individual	Partnership	(C) Corp	(S) Corp	LLC	LLP	Non-Profit	
	Number of Owners		Date Started in Business		FEIN		License #		
	Applicant Name (As it must appear on bond)								
	Business Address				City		State	Zip	
	Business Phone			Business Website or Email					
	Does the applicant or any owner have any other surety bonds in force?					Yes	No	<i>If any questions at left are answered YES, provide an explanation on the reverse side of the application, and submit documentation of resolution if applicable</i>	
	Has the applicant or any owner had a bond involuntarily terminated or cancelled?					Yes	No		
Has there ever been a claim or legal action against any bond written on your behalf?					Yes	No			
Has the applicant or any owner been subject to a lawsuit, bankruptcy, or tax liens?					Yes	No			
Has the applicant ever been convicted of a felony?					Yes	No			

C	Owner/Indemnitor			Owner/Indemnitor		
	Name	SSN		Name	SSN	
	Occupation	How Long?		Occupation	How Long?	
	Spouse	SSN		Spouse	SSN	
	Occupation	How Long?		Occupation	How Long?	
	Address			Address		
	City	State	Zip	City	State	Zip
	Phone	Fax		Phone	Fax	
Personal Email			Personal Email			

D	See the reverse side of the application for additional requirements and completion instructions by bond type.	Agency Name
		Agency ID #

GENERAL INDEMNITY AGREEMENT

Principal/Indemnitor requests that Philadelphia Indemnity Insurance Company, hereinafter known as PIIC, execute a bond and consider executing future bonds for the above named company and/or individual (Principal). Principal/Indemnitor authorizes PIIC or its agents to investigate Principal/Indemnitor's credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. Principal/Indemnitor makes the following promises so that PIIC will execute a Bond and consider executing future bonds.

- Principal/Indemnitor agrees that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by PIIC at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of the agreement pursuant to which PIIC is or may be made liable for Loss, whether or not Principal is also liable, and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by PIIC in connection with any Bond or this agreement, including payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees, penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorney's fees (including, but not limited to, those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
- Principal/Indemnitor, individually, and jointly and severally with Principal and all other indemnitors, agrees to hold PIIC harmless from all Loss and to pay back or reimburse PIIC for all Loss.
- Principal/Indemnitor agrees to pay PIIC each annual premium due according to the rates in effect when each payment is due. Principal/Indemnitor agrees that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
- Principal/Indemnitor agrees 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.
- Principal/Indemnitor agrees that PIIC may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
- Principal/Indemnitor agrees that PIIC have the exclusive right to decide whether to pay, compromise, or appeal any claim against a Bond.
- Principal/Indemnitor agrees that Principal/Indemnitor cannot terminate Principal/Indemnitor's liability to PIIC created by this agreement except by sending written notice of intent to terminate Principal/Indemnitor's liability to PIIC created by this agreement except by sending written notice of intent to terminate to PIIC. Written notice to terminate shall be sent to PIIC at its home office, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004. Principal/Indemnitor agrees that the termination will be effective thirty (30) working days after actual receipt of such notice by PIIC, but only for Bonds signed or committed to by PIIC after the effective date. Thus, Principal/Indemnitor agrees that Principal/Indemnitor will remain liable to PIIC for Loss on Bonds signed or committed to by PIIC prior to the effective date of termination.
- Principal/Indemnitor agrees that PIIC can bring any legal action arising out of or in any way related to any Bond or this agreement in Montgomery County, Pennsylvania and the Pennsylvania law shall apply where PIIC makes such election.
- Principal/Indemnitor agrees that with Principal/Indemnitor's signature below, Principal/Indemnitor is representing Principal/Indemnitor as both Principal and Indemnitor as used above.

Signed this _____ day of _____,

Company Name _____ (If applicable) (Printed Name) **Company Indemnity** _____ (Signature and title of authorized Partner, Member, or Officer ex; John Doe, President)

Indemnitor #1: _____ (Printed Name) _____ (Signed Name) , **Individual Indemnitor**

Indemnitor #2: _____ (Printed Name) _____ (Signed Name) , **Individual Indemnitor**

Indemnitor #3: _____ (Printed Name) _____ (Signed Name) , **Individual Indemnitor**

Indemnitor #4: _____ (Printed Name) _____ (Signed Name) , **Individual Indemnitor**

D1 L & P	License and Permit Bonds under \$50,000	License and Permit Bonds over \$50,000
	1) Applicant's Net Worth \$ 2) Sign the General Indemnity Agreement on the front of the application and submit	1) Complete the business and personal financial statements on supplemental page 2) Sign the General Indemnity Agreement on the front of the application and submit

D2 Probate Attach available court documents	Applicant's Net Worth \$	Explanation of applicant's prior fiduciary experience or professional qualifications			Will the applicant seek professional legal, accounting, or investment assistance related to this matter? Yes No		
	Type of Bond (Check One)	Administrator / Administratrix	Executor / Executrix	Guardian/Conservator	Guardian of Minor	Trustee	
	Attorney Name	Attorney Address		Attorney Phone	Will attorney remain involved for the duration of the probate process? Yes No		
	Has the applicant had prior access to assets of the estate/guardianship? Yes No If yes, please detail access and activity below		Assets of the estate or guardianship (Describe) Cash \$ Securities \$ Real Estate \$ Other \$				
	Name, age, and health status of Ward or Incompetent	Applicant's relationship to Ward or Deceased	Will guardianship funds be used for support of the ward? If yes, what is the approximate monthly expenditure? \$		Will joint control or restricted accounts be utilized to safeguard assets? Yes No Does the court require an annual accounting? Yes No Is the anticipated bond term 3 years or more? Yes No		
	Heirs of the estate (Attach List)	Are there any disputes amongst the heirs? Yes No If yes, attach explanation	Has anyone objected to the applicant's appointment? Yes No If yes, attach explanation		Is this bond required on demand of an interested party other than the court? Yes No If yes, attach explanation		
	Will any going business related to the estate be continued by the fiduciary? Yes No If yes, attach court order		Name and address of the court of jurisdiction				

D3 Court Attach court order, related documents, and financial statements	Applicant's Net Worth \$	Explanation of applicant's prior related experience or professional qualifications			Will the Applicant seek professional legal, accounting, or investment assistance related to this matter? Yes No		
	Type of Bond (Check One)	Trustee in Bankruptcy	Receiver / Referee	Appeal	Injunction	Other	
	Plaintiff	Defendant	Name and Address of Principal's Attorney				
	Does this matter involve a domestic dispute? Yes No		Name and address of the court of jurisdiction				
	For Trustee and Receiver bonds, provide the name of the applicant's E&O carrier and coverage limit \$			For Appeal, Injunction, or other requests please explain why the bond is required			

D4 Public Official	Applicant's Net Worth \$	Elected or Appointed? Date	Term of Office	For Treasurer or Tax Collector requests in excess of \$500,000, please provide a copy of the municipality's most recent audit including the auditor's notes and recommendations. For Pennsylvania Tax Collector requests, please provide the current tax duplicate
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D5 ERISA For requests up to \$500,000 complete sections above the bold line. For requests over \$500,000 complete all sections	Is a bond required because more than 5% of the plan assets are "non-qualifying"? Yes No	Desired Term 1 year 3 years	Inflation Guard Needed? Yes No	Legal Name of Plan (ex PHL Y Inc., 401(k) Plan)	Type of Business	
	Business Address		Total Plan Assets \$	Number of Participants in Plan	Number of Trustees	
	Is the plan audited by a CPA? Yes No If no, detail why below	Date of Last Audit	Previous ERISA bond? Yes No If yes, list surety	Has plan experienced claim or loss in last 5 years? Yes No If yes, detail each loss and changes made to prevent reoccurrence below		
	What % of plan assets are employer securities?	Are plan accounts reconciled by someone NOT authorized to deposit or withdraw funds? Yes No	Are 2 or more signatures required for withdrawals and checks? Yes No	Are separate corporate trust accounts established for plan assets? Yes No If yes, explain in comments below		

D6 Lost Securities	Serial Number / Description of Lost Item (Attach copy, if any)	Date of Instrument	Payable to applicant only? Yes No If no, who is it payable to?	Are the securities endorsed? Yes No
	Manner of loss (describe)	Has loss notice been given? Yes No When? 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 it been involved in a lawsuit? Yes No Was a judgment obtained? Yes No		
Lost Title	Vehicle Make	Vehicle Model	Vehicle Year VIN	Is there a lienholder? Yes No If yes, who?

Additional Comments, Explanations, and/or Agent Recommendation

FRAUD NOTICE STATEMENTS

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 AND SUBJECTS THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION). **(NOT APPLICABLE IN AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, RI, TN, VA, VT, WA AND WV).**

APPLICABLE IN AL, AR, AZ, DC, LA, MD, NM, RI AND WV: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY (OR WILLFULLY IN MD) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES OR CONFINEMENT IN 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 OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

APPLICABLE IN FLORIDA AND 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 (IN FL, A PERSON IS GUILTY OF A FELONY OF THE THIRD DEGREE).

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 MAINE, 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 MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

Indemnitor Name (Please Print/Type)

Signature

Date

The above signed warrants that he/she is authorized and has the power to complete and execute this Application.