



**NORTH AMERICAN
SPECIALTY INSURANCE COMPANY**
(hereinafter called Company)

COURT & COMMERCIAL BOND APPLICATION

COMPLETE SECTIONS 1, 2 & 5 FOR ALL BONDS PLUS THE
SECTION WHICH PERTAINS TO THE TYPE OF BONDS REQUESTED

PROBATE – LICENSE – COURT - OTHER



(hereinafter called Company)

APPLICANT BOND NO.

NAME _____

SOCIAL SECURITY/FEIN NUMBER _____

- CORPORATION
- PARTNERSHIP
- PROPRIETORSHIP
- INDIVIDUAL
- LLC

1 (In the case of a partnership add full name and address of each new partner; in case of corporation add names and addresses of the principal stockholders or owners.)

ADDRESS _____ PHONE: _____
(street and number) (city and state) (zip)

NATURE OF BUSINESS/OCCUPATION: _____ DATE ESTABLISHED: _____
PLEASE ESTIMATE YOUR FIRM'S NET WORTH: \$ _____ PERSONAL NET WORTH: \$ _____

BOND REQUIRED

NAME AND ADDRESS OF OBLIGEE (ENTITY REQUIRING BOND) _____
(street and number, city and state and zip)

TYPE OF BOND: _____ **ATTACH BOND FORM AND ALL PERTINENT INFORMATION**
BOND AMOUNT: \$ _____ EFFECTIVE DATE: _____ EXPIRATION DATE: _____

2 HAS ANOTHER SURETY DECLINED OR CANCELLED THIS BOND? IF SO, PLEASE EXPLAIN _____

COMPLETE APPROPRIATE SECTION BELOW

COURT – JUDICIAL PROCEEDINGS

TYPE OF BOND _____ AMOUNT OF JUDGMENT \$ _____
NAME AND LOCATION OF COURT _____ DATE OF JUDGMENT _____
NAME OF PLAINTIFF _____ DEFENDANT _____
NAME AND ADDRESS OF ATTORNEY _____ PHONE NUMBER _____
(street and number, city and state and zip)

3 DESCRIBE NATURE OF AND REASON FOR ACTION _____

DESCRIPTION OF PROPERTY INVOLVED _____ VALUE \$ _____
DATE ACTION TO BE FILED _____ DOCKET # _____

PROBATE AND OTHER FIDUCIARY

- ADMINISTRATOR YES NO IS APPLICANT INDEBTED TO ESTATE?
- EXECUTOR YES NO IS BOND REQUIRED ON THE DEMAND OF AN HEIR OR CREDITOR?
- GUARDIAN YES NO WILL APPLICANT OPERATE A BUSINESS FOR ESTATE?
- PERSONAL REPRESENTATIVE YES NO IS APPLICANT A SUCCESSOR FIDUCIARY?
- CONSERVATOR YES NO HAS APPLICANT HAD PRIOR CUSTODY FOR ASSETS IN ANY CAPACITY?
- SALE OF REAL ESTATE
- TRUSTEE
- RECEIVER OTHER

(IF ANSWER TO ANY OF THESE QUESTIONS IS YES PLEASE SUBMIT FULL DETAILS TO THE COMPANY FOR APPROVAL PRIOR TO EXECUTING BOND.)

4 NAME OF DECEASED, WARD OR BANKRUPT _____
NAME AND ADDRESS OF COURT _____ DOCKET# _____
NAME AND ADDRESS OF ATTORNEY _____

PHONE NUMBER _____ (street and number) (city and state) (zip)
DATE OF APPOINTMENT _____ RELATIONSHIP OF APPLICANT TO ESTATE _____

DATE OF BIRTH OF WARD OR INCOMPETENT _____ DATE OF DEATH OF DECEASED _____
ASSETS OF THE ESTATE: CASH \$ _____ STOCKS \$ _____ BONDS \$ _____
REAL ESTATE \$ _____ OTHER ASSETS \$ _____ **LIABILITIES:** MORTGAGES \$ _____
BORROWED ON SECURITIES \$ _____ OTHER DEBTS \$ _____

Every Indemnitor must initial each page _____

AGREEMENT OF INDEMNITY

The undersigned applicant and indemnitors hereby request the Company to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application and attachments and jointly and severally agree:

- 1) to pay the usual premiums including continuations and/or renewals;
- 2) to completely **INDEMNIFY** the Company against any and all liability, loss, costs, damages, fees attorneys fees and other expenses which the Company may sustain or incur by reason of, or in consequence of the execution of such Bonds and any renewal, continuation or successor thereof.
- 3) that this agreement shall cover not only the suretyship above recited, but all alterations, renewals, extensions, modifications or increases in bond amount which may be requested or assented to by the Principal named in said Bond.
- 4) that the Company shall have the right to pay, settle or compromise any claim, demand, suit or judgment upon said Bond(s) and its decision in good faith to make any payment shall be final and conclusive as to the fact and extent of the liability of the undersigned.
- 5) upon demand by the Company, to deposit current funds with the Company in amount sufficient to satisfy any liability, claim asserted, suit or judgment by reason of such suretyship.
- 6) that if said Bond is cancelable, this agreement may be terminated by the undersigned as to subsequent liability, upon thirty days written notice given to the Company by such indemnitors by Certified Mail addressed to Company at its Home Office at Itasca, Illinois and with written confirmation from the Company stating when such termination will take effect.
- 7) that company may, in its sole discretion, decline to execute or renew any bond.

Warning: A person who, with the intent of defraud, submits an application or files a claim containing any false, incomplete or misleading information, or helps commit a fraud against an insurer, is guilty of a crime and is subject to criminal and civil penalties.

Fair Credit Reporting Act Notice: In making this application for surety it is understood than an investigative consumer report may be prepared whereby pertinent information concerning your character, reputation, personal characteristics and mode of living may be obtained. Information as to the nature and scope of this report may be obtained upon written request.

Dated this _____, day of _____, _____

If Applicant is an **INDIVIDUAL**, sign here:

Witness: _____ By: _____

(Typed Name and Title) _____

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If Applicant is a **PARTNERSHIP**, sign here:

Witness: _____ By: _____

(Typed Name and Title) _____

Witness: _____ By: _____

(Typed Name and Title) _____

If Applicant is a **CORPORATION**, sign here:

Witness: _____ By: _____

(Typed Name and Title) _____

In consideration of the execution by the Company of the bond herein applied for, the undersigned, jointly and severally, join in the forgoing indemnity agreement.

SIGNATURE OF INDEMNITORS

Witness _____ INDEMNITOR

Witness _____ INDEMNITOR

Witness _____ INDEMNITOR

Witness _____ INDEMNITOR