



A Member of the Tokio Marine Group

4000 West 114<sup>th</sup> Street  
Suite 250  
Leawood, Kansas 66221



## PHLY-1 Application for Commercial Surety Bond—Any Kind

|   |  |  |   |                                       |   |                                 |   |
|---|--|--|---|---------------------------------------|---|---------------------------------|---|
| A | <b>Bond Type</b><br>(Check One):         | <b>License &amp; Permit</b><br>Complete A, B, C & D1 | <b>Probate</b><br>Complete A, B, C & D2 | <b>Court</b><br>Complete A, B, C & D3 | <b>Public Official</b><br>Complete A, B, & D4 | <b>ERISA</b><br>Complete A & D5 | <b>Lost Title/Securities</b><br>Complete A, B, C & D6 |
|   | Bond Amount \$                           |  | Effective Date                          |                                       | Bond Description                              |                                 |   |
|   | Obligee Name (As it must appear on bond) |  | Obligee Address<br>City                 |                                       | State   | Zip                             | *Attach obligee's bond form, if any                   |

|  |  |                   |                          |                   |                           |            |            |   |
|--|--|-------------------|--------------------------|-------------------|---------------------------|------------|------------|---|
| B  | <b>Applicant Type</b><br>(Check one)   | <b>Individual</b> | <b>Partnership</b>       | <b>( C ) Corp</b> | <b>( S ) Corp</b>         | <b>LLC</b> | <b>LLP</b> | <b>Non-Profit</b>   |
|  | 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              | <b>Owner/Indemnitor</b> |  |                | <b>Owner/Indemnitor</b> |      |           |       |     |
|                | 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 |                         |      |           |       |     |

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

### 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 no 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: \_\_\_\_\_, Individual Indemnitor  
(Printed Name) (Signed Name)

Indemnitor #2: \_\_\_\_\_, Individual Indemnitor  
(Printed Name) (Signed Name)

Indemnitor #3: \_\_\_\_\_, Individual Indemnitor  
(Printed Name) (Signed Name)

Indemnitor #4: \_\_\_\_\_, Individual Indemnitor  
(Printed Name) (Signed Name)

|                         |   |   |
|-------------------------|---|---|
| <b>D1<br/>L &amp; P</b> | <b>License and Permit Bonds under \$50,000</b>  | <b>License and Permit Bonds over \$50,000</b>   |
|                         | 1) Applicant's Net Worth \$<br>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<br>2) Sign the General Indemnity Agreement on the front of the application and submit |

|   |   |  |  |   |  |         |
|---|---|--|--|---|--|---------|
| <b>D2<br/>Probate</b><br><br>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)<br>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  |   |  |         |

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| <b>D3<br/>Court</b><br><br>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                               |            |       |

|                               |                          |                            |                |   |
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| <b>D4<br/>Public Official</b> | 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.<br><br>For Pennsylvania Tax Collector requests, please provide the current tax duplicate |
|-------------------------------|--------------------------|----------------------------|----------------|---|

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| <b>D5<br/>ERISA</b><br><br>For requests up to \$500,000 complete sections above the bold line.<br><br>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 PHLI 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 |   |                    |  |

|                               |  |  |   |  |                               |  |  |
|-------------------------------|--|--|---|--|-------------------------------|--|--|
| <b>D6<br/>Lost Securities</b> | 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 |  |                               |  |  |
|                               | Vehicle Make   |  | Vehicle Model   | Vehicle Year   | VIN                           | Is there a lienholder? Yes No If yes, who? |  |

|   |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|
| <b>Additional Comments, Explanations, and/or Agent Recommendation</b> |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |

### **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.