

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

COURT AND PUBLIC OFFICIAL BOND APPLICATION

Fax Number: 1-517-327-4827
Phone Number: 1-800-445-4185 X51060 (MI ONLY)
1-800-346-0346 X51060 (ALL OTHERS)
bonds.und@aoins.com

AGENCY INFORMATION

Agency Name: _____ Agency Code: _____
Producer Name: _____ Producer Code: _____

Please execute the following bond.

I have executed bond number: _____
(Check your power of attorney Letter of Instructions)

Bond Form Used (Copy must be attached): Auto-Owners Form Obligee Form

APPLICANT INFORMATION (PLEASE PRINT OR TYPE AND ATTACH ALL PAPERS FOR THIS BOND)

Entity: Individual Partnership Corporation LLC Other: _____

Principal (Applicant) Name: _____

Social Security Number: _____

Residence Address: _____

Mailing Address (If different from residence address): _____

Applicant's Business Description or Latest Occupation: _____

Name to appear on bond, if different from Applicant: _____

Business Name (if applicable): _____

Business Location Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____ Website: _____

Date business was established: _____ Federal Tax ID Number (FEIN): _____

Obligee Name and Address (party requiring the bond): _____

Bond Amount: _____ Effective Date: _____ Bond Term (if known): _____

COURT BONDS

PLAINTIFF APPEAL BONDS

Title of Case: _____ vs _____

If a replevin, attachment or indemnity to sheriff, please describe the property to be seized and its location(s): _____

If judgment has already been rendered, please give the date and nature of the judgment: _____

PROBATE BONDS

PUBLIC ADMINISTRATORS AND PUBLIC GUARDIANS ARE NOT ELIGIBLE FOR OUR PROGRAM.

Is the Applicant indebted to the estate or trust?..... Yes No

If yes, please explain: _____

What is the Applicant's relationship to the deceased or ward? _____

What is the Applicant's net worth? _____

Has anyone objected to the Applicant's appointment as fiduciary?..... Yes No

What is the Applicant's experience in handling fiduciary responsibilities? _____

Name of deceased or ward: _____

Date of Death: _____ Date of Appointment: _____

If the appointment was over six months ago, please explain the delay:
(If there was a delay, DO NOT execute the bond. Please refer this application to an underwriter for approval.)

Who are the heirs of this estate? _____

Will any going business (excluding farms) of the estate be continued by the fiduciary?..... Yes No
(If yes, please send a copy of the court order.)

Name of Minor(s): _____

Date of Birth: _____

Name of Incompetent: _____

Date of Birth: _____ Health Status: _____

Are guardianship funds to be used for support of the ward?..... Yes No

If yes, approximately how much per month? _____ (Please send a copy of the court order authorizing the monthly expenditures.)

What is the source of the guardianship funds? _____
(If an insurance settlement is the source, DO NOT execute the bond. Please refer this application to an underwriter for approval.)

Please describe the assets of the estate or trust: _____

Inventory of the Assets:

Cash: _____ Securities: _____

Real Estate: _____ Other: _____

Is the bond required on the demand of an interested person?..... Yes No

If yes, who? _____

Will the attorney remain involved throughout the duration of this estate?..... Yes No
(If an attorney will not be involved, DO NOT write the bond. Please refer this application to an underwriter for approval.)

Name of Attorney: _____ Name of Firm: _____

Firm's Address: _____

Firm's Telephone Number: _____

RECEIVER, BANKRUPTCY TRUSTEE OR ASSIGNEE BONDS

Please attach a copy of the court order, judgment and/or any other documents pertaining to this action.

Debtor Name: _____

Debtor Address: _____

Type of Action (liquidation, reorganization, receiver of rents, etc.): _____

Does the Applicant carry fidelity coverage? Yes No

If yes, in what amount? _____

Who is the carrier? _____

Does the Applicant carry professional liability and/or errors and omissions coverage?..... Yes No If yes, in what amount?

Professional Liability Amount: _____

Who is the professional liability carrier? _____

Errors and Omissions Amount: _____

Who is the errors and omissions carrier? _____

PUBLIC OFFICIAL BONDS

Position Title: _____ Was the Applicant elected or appointed? _____

Has the Applicant previously occupied this position?..... Yes No From: _____ To: _____

What surety wrote your bond for that term? _____

How often will the Applicant's accounts be audited? _____ By Whom? _____

Estimated net worth of Applicant: _____

If the Applicant is a peace officer, how many years of experience do they have? _____

Has the Applicant ever had a bond claim filed against them?..... Yes No

If yes, please explain: _____

Has the public body had any losses caused by employee dishonesty in the past five years?..... Yes No

Is the Applicant replacing their predecessor mid-term? Yes No

If yes, why? _____

GENERAL COMMENTS

FRAUD STATEMENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

ALABAMA only: 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.

ARKANSAS only: 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.

COLORADO only: 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.

FLORIDA only: 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.

KANSAS only: A fraudulent insurance act is an act committed by 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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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.

KENTUCKY only: 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.

OHIO only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

PENNSYLVANIA only: 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 subjects such person to criminal and civil penalties.

TENNESSEE only: 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 and denial of insurance benefits.

VIRGINIA only: 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 and denial of insurance benefits.

INDEMNITY AGREEMENT

The undersigned applicant and indemnitors hereby request Auto-Owners Insurance Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- (1) To pay the usual premiums, including renewal premiums, to the Company or its agents, when due,
- (2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on the bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorney's fees and expenses are caused, or alleged to be caused, by the negligence of the Company,**
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant,
- (4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship,
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- (6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- (7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond,
- (8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- (9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of Michigan and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of Michigan and the United States District Court for the District of Michigan in all actions or proceedings arising from or relating to this indemnity agreement,
- (10) That this indemnity may be cancelled as to subsequent liability by an indemnitor upon written notice to the Company at P.O. Box 30660, Lansing, Michigan 48909, effective ten (10) days after the earliest date hereafter upon which the Company could have cancelled all bonds in force for applicant,
- (11) In the event of any payment by the Company, to pay the Company interest on each amounts at the highest legal rate from the date such payments are made.

Applicant and spouse MUST sign this indemnity agreement for surety bonds if the bond exceeds \$25,000. The Company reserves the right to require signed indemnity at its discretion.

Signed this _____ day of _____, _____.

1. _____

2. _____

3. _____

PROXY DESIGNATION

I designate J.S. Tagsold, and M.D. Pike, and J.P. Whisnant, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: _____