



# ERISA Bond Application

## Bond Information

Bond Type: ERISA Bond Application

## Business Information

Exact Name of Plan: \_\_\_\_\_

Address: \_\_\_\_\_

Effective Date of Bond: \_\_\_\_\_ Number of Trustees: \_\_\_\_\_

Amount (at least 10% of the assets) of Plan: \_\_\_\_\_

Date Plan Established: \_\_\_\_\_

Are individuals covered by this plan covered by any other Fidelity Coverage?  Yes  No

Profession Plan Administrator(s) or Employee(s) Administrator: \_\_\_\_\_

## Audits and Internal Controls

How frequent are the audits? \_\_\_\_\_ Name of CPA: \_\_\_\_\_

Are bank accounts reconciled by someone not authorized to deposit or withdrawal?  Yes  No

Who will the audit be given to? \_\_\_\_\_

Will countersignatures of the checks be required?  Yes  No

Will securities be subject to joint control by two or more responsible parties?  Yes  No

## As of the Inception Date of the Bond:

Have there been any dishonestly losses within the past six years?  Yes  No (If yes, please explain in detail)

Is there prior fidelity coverage to be superseded?  Yes  No (If yes, provide surety name, date and amount of bond)

Has any ERISA bond carried by the Applicant been declined or cancelled within the last six years?  Yes  No (if yes, please explain)

## Contact Information

Contact Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## Signature

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 state value of the claim for each such violation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X \_\_\_\_\_  
Signature Title

X \_\_\_\_\_  
Signature Title

X \_\_\_\_\_  
Signature INDEMNITOR

X \_\_\_\_\_  
Signature INDEMNITOR

### SIGNATURE INSTRUCTIONS:

1. Sign once with your corporate title next to your signature (i.e., owner, president, managing member, etc.)
2. Sign again with the word "Indemnitor" written in your own handwriting next to your signature.
3. All partners must sign in this way
4. All spouses must also sign in this same manner putting the word "spouse" next to his or her first signature.

**INDEMNITY**

I agree to indemnify from all loss, cost and expense, including attorneys' fees and collection costs, The Surety Group and any surety company (The Surety Group and such surety company or companies being collectively referred to herein as "Surety") which may execute, issue, or renew, or procure the execution, issuance or renewal of any bond or other undertaking on any behalf of the person or entity named as "Applicant" above. I certify that all the information is true, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of falsity of any statement will be prima facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future, with any institution, person or entity. I further agree: 1) To pay Surety each premium or premiums due, until satisfactory evidence that Surety's liability is terminated. 2) To pay Surety all sums demanded by surety to cover liability, claim, suit or judgment against the bond, including any legal fees and expenses. 3) To hold harmless and indemnify Surety from any and all liability, damages, loss, costs, and expenses of every kind, including attorney fees, which may be sustained or incurred arising out of the execution, enforcement, procurement of release or other action involving the application and/or issuance of the bond. 4) To pay interest at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made. 5) That Surety has the exclusive right to defend, settle, pay or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety. 6) That Surety may decline to become a surety on any bond with or without cause, after the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under any law for release of sureties; all without liability to Surety thereon. 7) To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell collateral security to reimburse itself. 8) 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 an original agreement. 9) This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for. ASSIGNMENT- As security for the performance of Bonds of all the provisions of this indemnity, the Undersigned hereby assign, transfer, pledge and convey to the Surety (effective as of the date of each Bond or Bonds, but only in the event of a claim): A. All rights arising out of insurance policies, notes and accounts receivable, and chooses in action. POWER OF ATTORNEY- The undersigned hereby irrevocably nominate, constitute, appoint and designate the Surety or its designee as their attorney-in-fact with the power, but not the obligation, to exercise all of the rights assigned, transferred and set over to the Surety by the Undersigned in this indemnity, and to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to: the endorsement of checks or other instruments payable to any of the Undersigned deemed necessary and proper by the Surety in order to give full effect to the intent and meaning of the within assignment and for the full protection intended to be given to the Surety under all provisions of the Indemnity. The Undersigned hereby ratify and affirm all acts and actions taken by the Surety or its designee as attorney-in-fact.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

X		X	
_____ Signature	_____ Title	_____ Signature	_____ Title
X		X	
_____ Signature	INDEMNITOR	_____ Signature	INDEMNITOR

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