

TransInsurers

13841 Hull Street Rd Ste 3A Midlothian, VA 23112
 Phone 866.748.4200; Fax 804.739.9155
 www.transinsurers.com

**APPLICATION FOR BMC-84**

Personal Information (Provide for each Owner)				
Name:	Address:	City:	State:	ZIP:
Home Phone:	Business Phone:	SS#:	DOB:	
Married: Yes No	Spouse Name:	SS#:	DOB:	
Phone #	Cell Phone #	Drivers License #	State of Issuance:	
Residence: Own Rent Other Date of Purchase:	Household Income:	Net Worth:	Bankruptcy: Yes No If Yes, when:	
Position:	Ownership %:	Year Started in Business:	Years of Industry Experience:	
Company Information				
Company Name:	Address:	City:	State:	ZIP:
Phone:	Cell Phone #:	Email:	Years in Business:	
MC #	FEIN #	DOT #		
Current & Previous Affiliated MC #'s of Any Owner or Officer:				
CORPORATION SOLE PROPRIETORSHIP LLC PARTNERSHIP INDIVIDUAL				
Nature of Business:		Company Stock: Private Public Ticker: _____		
Most Recent Year Gross Revenue:	Most Recent Year Net Income (Loss):			
Personal & Company Information				
Currently in Litigation: Yes No If Yes, attach explanation	Outstanding Judgments: Yes No If Yes, attach explanation	Tax Liens: Yes No If Yes, attach explanation	Bankruptcy: Yes No If Yes, when:	
Outstanding Surety Bonds: Yes No If Yes, attach list of all bonds	Ever Denied Bond: Yes No If Yes, attach explanation	Any Surety Claims: Yes No If Yes, attach explanation	Do You Have Any Outstanding Child Support Payments: Yes No	
Bond Information				
Type of Bond: (Attach Bond Form)	Amount of Bond:	Effective Date:	Previous Surety: Yes No If Yes, reason for change:	
Obligee Name:	Address:	City:	State:	ZIP:

In addition, other documents may be required of you including financial statements. **IMPORTANT:** This is an application for a bond. A bond is a credit relationship. A bond is not an insurance policy. The Applicant (Principal) and Indemnitors are jointly and severally responsible for the obligations covered by the bond and the conditions of the Indemnity Agreement contained in this application.

ALL APPLICANTS ARE SUBJECT TO CREDIT REVIEW

Fair Credit Reporting Act Notice: In making this application for Surety, it is understood that an investigative consumer report may be prepared whereby pertinent information concerning Applicant's 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.

INDEMNITY AGREEMENT

READ CAREFULLY. Your signature binds you to legal obligations should this bond be executed.

United States Fire Insurance Company, The North River Insurance Company and any affiliated company, their successors or assigns hereinafter referred to as the Company, to execute or procure the execution of a certain bond(s) or undertaking herein applied for. The undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay the Company an annual premium in advance each year during which liability under the bond shall continue in force until satisfactory evidence of termination of the Company's liability is furnished to the Company. First year's premium is fully earned upon issuance of the bond by the Company.
2. To indemnify the Company against all losses, liabilities, costs, damages, attorney's fees, and expenses the Company may incur or has incurred due to the execution or issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The undersigned applicant(s) and/or indemnitor(s) understand and agree that by submitting an application for bonding to any of the writing companies of Crum & Forster, the undersigned authorizes the verification of information provided and the obtaining of additional information from any source, including obtaining a credit report on the undersigned and/or any other individuals associated with the business including spouses, at the time of application in any review or renewal, at the time of any potential or actual claim or for any other legitimate purpose determined by the writing company in its reasonable discretion. The Company or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
4. The undersigned, upon written demand, shall deposit with the Company a sum of money or other security requested by the Company to cover any claim, suit, expense, or judgment that the Company may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Company may have issued for the undersigned. The undersigned agrees that such collateral security may be used, without limitation to the above or otherwise, to pay for any fees or costs incurred by the Company in the defense or prosecution of any claim between the Company and undersigned regarding this agreement, including any claims for a return or reduction of the collateral security, or any bond or bonds issued by the Company. The undersigned expressly grants the Company the authority to retain the collateral security until the Company determines in its sole discretion that retention of such collateral security is no longer required. The undersigned hereby irrevocably appoints the Company as their attorney in fact to execute any documents necessary to perfect the Company's security interests in any collateral submitted to the Company. The Company shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by the Company shall be prima facie evidence of the obligation of undersigned due to the Company. The undersigned agree that it is their responsibility to defend their own interests.
5. The Company and undersigned agree that the place of performance of this agreement, including the promise to pay the Company, and venue for any suit, arbitration, mediation or any other form of dispute resolution, shall be at the sole discretion of the Company.
6. The undersigned confirms that the Company shall have every right, defense or remedy including the rights of exoneration and subrogation.
7. Unless specified by law or stated in the bond that the bond cannot be cancelled, the Company may cancel bond by mailing a notice of cancellation in the U.S. mail or other form of suitable mailing to the Obligee and Principal at the last address provided to the Company and cancellation shall become effective thirty (30) days after the date of deposit with the postal service.
8. If any of the provisions of this agreement are determined to be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision(s) omitted.
9. In making this application for the hereinabove described bond the undersigned represents that all statements provided are true and hereby agrees to notify the Company or its agent, of any change within 48 hours after such change has occurred.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until the Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

FRAUD NOTICE

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. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, NJ, NM, NY, OH, OK, OR, RI, TN, VA, VT, WA or WV – see Additional Fraud Notices for these States below).

ADDITIONAL FRAUD NOTICES

NOTICE TO ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO, RHODE ISLAND AND WEST VIRGINIA APPLICANTS: 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.

NOTICE TO COLORADO APPLICANTS: 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.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: 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.

NOTICE TO KANSAS APPLICANTS: 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 commits a fraudulent insurance act.

NOTICE TO KENTUCKY APPLICANTS: 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.

NOTICE TO MAINE APPLICANTS: 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 denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW YORK APPLICANTS: 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 stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: 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.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: 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.

NOTICE TO VERMONT APPLICANTS: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

The undersigned declares that to the best of his or her knowledge and belief the statements and representations made herein and in any attachments appended hereto and/or incorporated herein by reference are true and complete and that no material facts have been misstated, misrepresented, suppressed or concealed. The signing of this application does not bind the undersigned to purchase insurance, nor does review of the application bind any insurer to issue a policy. It is agreed, however, that this application shall be the basis of the contract should a policy be issued. If there is any material change in the answers to the questions provided herein or in any of the attachments appended hereto and/or incorporated herein by reference prior to the effective date of the insurance policy, the applicant must immediately notify the insurer in writing and the insurer reserves the right in such instance to modify or withdraw any quotation or binder that may have been issued. The undersigned also represents that he or she is authorized on behalf of the applicant to complete and sign this application on its behalf.

IMPORTANT SIGNATURE INSTRUCTIONS

If Sole Owner or Individual, applicant must sign as duly authorized representative. Spouse must sign personal indemnity.
If a Partnership or LLC, an authorized partner/member must sign as duly authorized representative. All authorized partners/members and spouses must sign personal indemnity.
If a Corporation, a President must sign as duly authorized representative. Officer must have authority to bind Corporation to indemnification provisions.

Signed, sworn and dated this _____ day of _____, 20____.

Principal:

X _____

Company Name (Exactly as it appears on bond)

X _____

(Principal's Duly Authorized Representative)

State of _____ County of _____

X _____

(Print Name and Title)

On the ____ day of _____, _____, before me, the undersigned, A Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed on the within instrument and acknowledge that they executed the same.

Witness my hand and official seal.

Notary _____

My Commission Expires: __

Indemnitor(s):

X _____

(Indemnitor's Signature)

(Print Name)

(Date)

State of _____ County of _____

On the ____ day of _____, _____, before me, the undersigned, A Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed on the within instrument and acknowledge that they executed the same.

Witness my hand and official seal.

Notary _____

My Commission Expires: __

X _____

(Indemnitor's Signature)

(Print Name)

(Date)

State of _____ County of _____

On the ____ day of _____, _____, before me, the undersigned, A Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed on the within instrument and acknowledge that they executed the same.

Witness my hand and official seal.

Notary _____

My Commission Expires: _____