

Westfield Insurance Company/Westfield National Insurance Company Ohio Farmers Insurance Company

Westfield Insurance®, 1 Park Circle, P O Box 5001, Westfield Center, OH 44251-5001

Universal Application For Non-Contract Surety Bond

Agency Name: _____
Agency Code Number: _____ Bond Number: _____

Complete this GENERAL SECTION for all bonds

Supplement this with appropriate Section listed below. Attach copy of bond form required by obligee

Probate	1	Court	3	License/Permit, Financial Guarantee	5	Financial Statement	7
Referee, Receiver, etc.	2	Public Official	4A & 4B	Lost Securities	6		

Name of Applicant: _____ Date of Birth: ____ / ____ / ____ Married:
(For partnership, give full names of partners and trade name) Single:

Full Address: _____ Net Worth: \$ _____

Applicant's occupation or business: _____ Years so engaged: _____

Have you ever declared bankruptcy? If so, provide year and details: _____

Amount of Bond: \$ _____ Effective Date: ____ / ____ / ____ Individual: Partnership: Corporation:

Complete Name & Address of Obligee: _____

Do you carry liability and property damage insurance? Yes: No: If yes, provide insurance certificates.

No. 1 Complete For PROBATE BONDS (Refer to your Underwriting Guide)

1. Bond is for: Guardian: Executor: Administrator: Other: _____
County and state in which bond filed: _____ Docket/Case #: _____
2. Name, address and phone number of attorney: _____
3. Has a bond been previously provided for this estate? Yes: No: Date of previous appointment: ____ / ____ / ____.
4. Are you indebted to the estate? Yes: No: 5. Is the estate indebted to you? Yes: No:
6. Does estate include an ongoing business? Yes: No: If yes, will court order be issued? Yes: No: If yes, attach copy.
7. What is your relationship to the deceased, minor, or incompetent? _____
8. Are there any controls on the funds? Yes: No: If yes, describe: _____
9. Assets of the estate: Cash: \$ _____ Securities: \$ _____
Annual estate Income: \$ _____ Other: \$ _____ Real Estate: \$ _____
10. If Administrator, Executor or Trustee (**Will must be submitted for Trustee**):

- (a) Name of deceased: _____
- (b) Give names, ages and relationship of heirs, beneficiaries, and Trust recipients:

Name	Age	Relationship to Deceased	Beneficiary Address
_____	_____	_____	_____
_____	_____	_____	_____

11. If Guardian, Conservator or Committee:
 - (a) Name of ward: _____ Birth date: ____ / ____ / ____.
 - (b) Ward's address: _____
 - (c) Is the ward in a nursing home? Yes: No:
If so, will social security and other benefits be sent directly to the nursing home? Yes: No:
 - (d) Give name(s), address and relationship of ward's next of kin:

Name	Relationship to Ward	Address
_____	_____	_____
_____	_____	_____

No. 2 Complete for RECEIVER OR TRUSTEE-IN-BANKRUPTCY BONDS

Case number: _____ Type of bond: _____ If Bankruptcy, give Chapter number : _____
 Date of appointment: ___ / ___ / ____ Does Trustee carry E&O coverage? Yes: No: Carrier Name: _____
 Name, address, and phone number of attorney: _____
 Name of Court in which bond filed: _____
 Plaintiff: _____ Defendant: _____
 Name and type of business involved, if any: _____
 Estimated assets: \$ _____ Describe: _____
 Estimated liabilities: \$ _____ Describe: _____

No. 3 Complete for COURT BOND (Other than 1 or 2) (Financial Statement Required)
(E.G. COST, REPLEVIN, APPEAL, LIEN)

Amount of judgment or claim: \$ _____ Type of bond: _____
 _____ (Give full description. Give copy of pleadings if available)
 Exact title of case: _____ Case number: _____ County/District: _____
 Name of Court in which bond filed: _____ County/District: _____
 Name, address, and phone number of attorney: _____

No. 4A Complete for INDIVIDUAL PUBLIC OFFICIAL BONDS or NAME SCHEDULE BONDS
(Do a separate application for each person on a schedule bond)

Title or position: _____
 Appointed: Elected: Term of Office: ___ / ___ / ____ to ___ / ___ / ____ .
 Premium: Prepaid: Paid annually: (Discount allowed for advance payment of two years or more)
 Have you previously occupied this position? Yes: No: If so, state term: ___ / ___ / ____ to ___ / ___ / ____ .
 Previous surety: _____

IF TREASURER, OR OTHER OFFICIAL HANDLING MONEY, COMPLETE THE FOLLOWING:

Describe prior experience and/or education that qualifies you for this position: _____

 Are office accounts audited? Yes: No: How often? _____ By whom? _____
 Date of last audit: ___ / ___ / ____ .
 Were any discrepancies found? Yes: No: If so, describe: _____
 Are subordinates covered by fidelity bond? Yes: No: Name of depository bank(s): _____
 Are bank accounts reconciled by someone not authorized to deposit or withdraw? Yes: No: If "No", explain: _____
 Is countersignature of checks required? Yes: No: If "No", explain: _____
 Are securities subject to joint control of two or more responsible employees? Yes: No: If "No", explain: _____

No. 4B Complete for POSITION SCHEDULE PUBLIC OFFICIAL BONDS
(Bonds \$50,000 and over must be written as Name Schedule Bonds and Section 4A must be completed for those EXCEPT Federal Public Official Bonds – a full audit financial statement with Management Letter on Controls and any response letters must accompany submission.)

POSITION	CITY	STATE	AMOUNT

If more than four positions, continue on a separate page and attach. Application continued on next page

Appointed: Elected: Term of Office: ___/___/___ to ___/___/___ .

Premium: Prepaid: Paid annually: (Discount allowed for advance payment of two years or more)

Have you previously occupied this position? Yes: No: If so, state term: ___/___/___ to ___/___/___ .

Previous surety: _____

IF TREASURER, OR OTHER OFFICIAL HANDLING MONEY, COMPLETE THE FOLLOWING:

Describe prior experience and/or education that qualifies you for this position: _____

Are office accounts audited? Yes: No: How often? _____ By whom? _____

Date of last audit: ___/___/___ .

Were any discrepancies found? Yes: No: If so, describe: _____

Are subordinates covered by fidelity bond? Yes: No: Name of depository bank(s): _____

Are bank accounts reconciled by someone not authorized to deposit or withdraw? Yes: No: If "No", explain: _____

Is countersignature of checks required? Yes: No: If "No", explain: _____

Are securities subject to joint control of two or more responsible employees? Yes: No: If "No", explain: _____

No. 5	Complete for LICENSE & PERMIT AND FINANCIAL GUARANTEE BONDS	(Financial Statement Required if Financial Guarantee)
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Number of years in this line of business: _____

Number of years under this business name: _____

Have you ever failed in business? Yes: No: If so, in what year? _____ (provide full details on separate sheet)

Are you currently involved in any litigation, either with your business or personally? Yes: No: (provide full details on separate sheet)

No. 6	Complete for LOST SECURITIES BONDS (Attach letter of instruction from Transfer Agent)	(Financial Statement Required)
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Detailed description of lost instrument: _____

Serial # _____ Cusip # _____

Amount: \$ _____ Face value: \$ _____ Market value: \$ _____

Date of issue: ___/___/___ Date of maturity: ___/___/___ Date acquired: ___/___/___

Name of owner as it appears on the instrument? _____

How was security lost? _____

Are securities Bearer: Registered:

Was security endorsed? Yes No If so, to whom? _____

Has notice of loss been given? Yes No If so, to whom? _____

Bond required? Fixed penalty: Open penalty: Amount of bond: \$ _____

If the lost instrument was a check, has payment been stopped by the drawer? Yes: No: If so, when: _____

No. 7	FINANCIAL STATEMENT (A current prepared statement may be attached in lieu of completing this Section)
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- Personal Financial Statement
- Business Financial Statement
- Combined Financial Statement

Financial Statement as of: ___ / ___ / ____ . (Round to nearest dollar.)

ASSETS		LIABILITIES	
Cash	\$	Accounts Payable	\$
Marketable Securities		Notes Payable	
Accounts Receivable		Due to Finance Banks/Companies	
Inventory		Due on Real Estate	
Notes Receivable		Other Liabilities _____	
Real Estate		_____	
Furniture and Fixtures		_____	
Other Assets _____		TOTAL LIABILITIES	
_____		NET WORTH	
TOTAL ASSETS		TOTAL	

INDEMNITY AGREEMENT

IN CONSIDERATION of the execution of the bond(s) herein applied for (including renewals, increases, amendments, and replacements thereof) by WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, or OHIO FARMERS INSURANCE COMPANY (herein Company) the undersigned (herein Indemnitors) hereby agree and consent:

1. To pay the Company premium in advance for such bonds at the Company's rates at the time of issuance, renewal, and/or replacement.
2. To exonerate and indemnify the Company from all loss, cost, expense, and attorney fees which the Company may sustain or incur as a result of issuing such bonds.
3. To any credit verification performed by the Company and to the release of information by any party necessary to confirm the accuracy of the information contained in this Application.
4. That the execution of any bonds prior to the date of this Agreement was in consideration for, pursuant to, and in reliance upon the agreement of the Indemnitors made previous to the date of any such bonds to execute this Agreement.
5. That the liability of the Indemnitors hereunder shall be joint and several and shall be binding upon their respective heirs, executors, administrators, successors and assigns.
6. The Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Indemnitors which in any way relate to the bonds or the obligations secured by the bonds. Surety may, in the name of the Principal, or any of the Indemnitors on the bonds, make, execute, deliver and/or file any and all documents or papers which Surety deems necessary in connection with such bonds or any claims presented against such bonds.
7. That the Company shall have the right, and is hereby authorized, to settle or compromise any claim, demand, suit or judgment on the bond(s), and the vouchers or other evidence of such payments made by the Company shall be prima facie evidence of the Indemnitor(s)' liability to the Company.
8. Each of the Indemnitors does hereby waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state, province or other government, as against the rights of the Company to proceed against the same for indemnity hereunder.
9. In the event the Company is required or deems it necessary to reserve from its assets an amount to cover any claim or claims, contingent or otherwise, under any such Bond by reason of default of any Indemnitor, or by reason of claims filed or any dispute with the obligee under such Bond, or for any other reason whatsoever, the Indemnitors covenant and agree to deposit with the Company, in current funds and immediately upon demand, an amount sufficient to cover such reserve and such additional amounts as may be necessary to cover any increases therein, to be held by the Company as additional collateral security. All collateral security held by or assigned to the Company may be used by the Company at any time in payment of any claim, loss or expense which the Indemnitors have agreed to pay hereby, whether or not such claim, loss or expense arises out of or in connection with such Bond under which such collateral is held. The Company may sell or realize upon any or all such collateral security, at public or private sale, with or without notice to the Indemnitors or any of them, and shall be accountable to the Indemnitors only for such surplus or remainder of such collateral security or the proceeds thereof as may be in the Company's possession after it has been fully indemnified as in this agreement provided. The Company shall not be liable for decrease in value or loss or destruction of or damage to such security, however caused.

FRAUD WARNINGS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER 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 THE PERSON TO CRIMINAL AND [SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR, or VT; in DC, LA, ME, TN, VA and WA, insurance benefits may also be denied)

COLORADO APPLICATION SUPPLEMENT FOR SURETY - 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.

IN FLORIDA, 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.

HAWAII FRAUD WARNING – FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

OHIO FRAUD STATEMENT – ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE 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.

OKLAHOMA FRAUD STATEMENT – WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OR AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

OREGON – 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.

VERMONT – ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE COMMITTING A CRIME, SUBJECTING THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

Signed, sealed and dated this _____ day of _____, _____.

if **CORPORATION** sign here:

Witness

Name of Corporation Tax ID # _____

By: _____
President

Witness

Name of Corporation Tax ID # _____

By: _____
President

if **PARTNERSHIP**, sign here:

Witness

Name of Firm Tax ID # _____

Individually and as partner Social Security # _____

Witness

Individually and as partner Social Security # _____

if **INDIVIDUAL**, sign here:

Witness

By: _____
Name of Individual Social Security # _____

Witness

By: _____
Name of Individual Social Security # _____

Witness

By: _____
Name of Individual Social Security # _____