



## Instruction Sheet

### Massachusetts Unclaimed Property Lost Instrument Bond Application

This instruction sheet is designed to assist you in sending a complete underwriting submission to your underwriter at The Main Street America Group. A complete underwriting submission will avoid a delay in reviewing and processing the application and submission due to incomplete or missing underwriting information.

Please complete the **Massachusetts Unclaimed Property Lost Instrument Bond Application** and obtain the proper Applicant-Indemnitor signatures. Please answer each question and provide complete details to any underwriting question where a descriptive answer is required.

A complete copy of all supporting documentation and the bond form the Obligee will require that we use (if any) should be submitted with the application.

The Indemnity Agreement is contained on page two of the application. Please carefully review the application to make certain the applicant(s) has:

- Dated *the Indemnity Agreement section of the application;***
- Signed *the Indemnity Agreement section of the application and listed their social security number or FEIN number;***
- Obtained a witness of their signature.**

**Note: *The witness should be an independent party and not a spouse or other family member.***

If any Applicant -Indemnitor is a business entity, the application must be signed by the President or other authorized officer and properly witnessed or attested.

The personal indemnity of the owner(s) of the business entity may be required. If required, the personal indemnitor(s) should sign as an Applicant-Indemnitor, list their social security number and obtain a witness of their signature. The witness should be an independent party and not a spouse, other family member or another Applicant-Indemnitor.

Please contact your agent if you have any questions prior to sending the application and submission for underwriting review.



**262 Washington Street; Suite 99**  
**Boston, MA 02108**  
**P. 617.523.2935**  
**Surety Bonds since 1899**



**Massachusetts Unclaimed Property  
Lost Instrument Bond Application**

**Applicant Information**

Applicant(s) Name in Full		Social Security #	FEIN #
Applicant(s) Address		Has Applicant(s) Ever Filed for Bankruptcy? <input type="checkbox"/> Yes – Explain <input type="checkbox"/> No	
Applicant(s) Preferred Telephone Number Home _____ Cell _____	Applicant(s) EMAIL Address _____		
Applicant(s) Current or Prior Occupation		Is Applicant(s) the Owner of the Lost Instrument? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Applicant(s) is not the Owner of the Lost Instrument, Please Provide the Name and Address of the Instrument Owner:			
Relationship to the Owner of the Lost Instrument, if Applicant(s) is Not the Owner <small>(Please provide documentation Applicant(s) has the authority to transaction business on behalf of the owner, i.e. Power of Attorney or Court Order)</small>			
Applicant(s) Structure: Individual <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Estate <input type="checkbox"/> Other			
Bond Amount \$	Lost Security – Unclaimed Property Fixed Penalty <input type="checkbox"/> Open Penalty <input type="checkbox"/>		Effective Date
Value of Instrument \$			
Obligee Name (Party Requiring the Bond) <b>Commonwealth of Massachusetts – Treasurer’s Office</b>			
Obligee Address <b>One Ashburton Place; Boston, MA 02108</b>			
Description of the Lost Instrument <b>Unclaimed Property as shown on Inquiry No.</b>			
*Is the applicant(s) a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No			
*Has any applicant(s) ever been convicted of a felony or crime involving dishonesty, including theft or fraud? <input type="checkbox"/> Yes <input type="checkbox"/> No			
*Has any applicant(s) ever had a bond claim filed or paid against them? <input type="checkbox"/> Yes <input type="checkbox"/> No			
*Does any applicant(s) have any suits, liens or judgments filed against them? <input type="checkbox"/> Yes <input type="checkbox"/> No			
*Has the requested bond been declined by another Surety Company? <input type="checkbox"/> Yes <input type="checkbox"/> No			
*Is the Lost Instrument involved or potentially involved in any litigation? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
*Has the Lost Instrument been endorsed, assigned, pledged or hypothecated? <input type="checkbox"/> Yes <input type="checkbox"/> No			
*Is the Lost Instrument negotiable? <input type="checkbox"/> Yes <input type="checkbox"/> No			

**Indemnity Agreement**

The undersigned Applicant-Indemnitor(s), hereinafter called the Indemnitor(s) (if there be more than one Indemnitor they jointly and severally and for each other do) hereby undertake, represent, warrant and agree as follows:

That the foregoing statements made and answers given in the submitted application are the truth without reservation, and are made for the purpose of inducing the NGM Insurance Company and its affiliates, successors or assigns, hereinafter referred to as the Company, to execute or procure the execution of a certain bond or undertaking herein applied for. The Indemnitor(s) hereby expressly authorize the Company to access their credit reports at any time until all obligations of said Indemnitor(s) have been fully discharged for any of the following purposes: (a) to verify information provided to the Company; (b) for underwriting purposes; (c) to investigate claims or potential claims relating to the underwriting of bonds; (d) for debt collection.

That this Agreement shall apply to the bond or undertaking herein applied for, and any and all extensions, increases, modifications or renewals thereof, or additions or substitutions therefore, any and all such instruments separately and collectively being hereinafter called the Bond. That the Indemnitor(s) shall pay all premiums and renewal premiums as may become due until the Company shall be discharged and released from any and all liability and responsibility under the Bond. That the Indemnitor(s) shall at all times indemnify, save the Company harmless from, and place the Company in funds to meet any claim, demand, loss, liability, costs, charge, attorney's fee, expense, suit, order, judgment, or adjudication arising from the existence of the Bond. That if the Company shall set up a reserve to cover any claim, demand, loss, liability, cost, charge, attorney's fee, expense, suit, order judgment or adjudication arising from the existence of the Bond the Indemnitor(s) shall, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security for the Bond obligation. That the Company shall have exclusive right to determine for itself and the Indemnitor(s) whether any claim or suit brought against the Company or the Indemnitor(s), as a result of the existence of the Bond, shall be settled or defended and its decision shall be binding and conclusive upon the Indemnitor(s). That this Agreement shall bind the heirs, executors, administrators, successors and assigns of the Indemnitor(s). That nothing herein contained shall be in derogation of any right or remedy which the Company might have independently hereof. A facsimile signature of this document shall be deemed an original signature for any and all purposes. Regardless of the date of signature(s), this Indemnity Agreement is effective as of the date of execution of the Bond and is continuous until the Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. **If the Applicant/Indemnitor is an Entity (Corporation, Limited Liability Company or Partnership), the undersigned affirms to the Company that such Entity has the power and authority to enter into this Agreement and that the individual(s) executing this Agreement on behalf of such Entity is duly authorized to do so.**

**“ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD 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 CRIMINAL AND CIVIL PENALTIES.”**

① Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_,

②  
Witness  
\_\_\_\_\_

③  
Applicant-Indemnitor signature  
\_\_\_\_\_  
Indemnitor – \_\_\_\_\_  
Print name and Social Security Number

Witness  
\_\_\_\_\_

Applicant-Indemnitor signature  
\_\_\_\_\_  
Indemnitor – \_\_\_\_\_  
Print name and Social Security Number

Witness  
\_\_\_\_\_

Applicant-Indemnitor signature  
\_\_\_\_\_  
Indemnitor – \_\_\_\_\_  
Print name and Social Security Number

Witness  
\_\_\_\_\_

Applicant-Indemnitor signature  
\_\_\_\_\_  
Indemnitor – \_\_\_\_\_  
Print name and Social Security Number

**Indemnity Must Be: ① Dated ② Witnessed ③ Signed by Applicant / Indemnitor(s)**