



The Hanover Insurance Company

Massachusetts Bay Insurance Company

APPLICATION FOR LOST INSTRUMENT BOND

LOST BONDS
CERTIFICATES OF DEPOSIT
CERTIFICATE OF STOCK

CHECKS
INSURANCE POLICIES
NOTES

STOCK RECEIPTS
WAREHOUSE RECEIPTS
OTHER SECURITIES

1. Name of Applicant _____ Age _____
(If firm, give names of partners) (If Individual)

2. Residence _____ Occupation _____

3. Business Address _____

4. Value of your real estate \$ _____ Personal Property \$ _____
consisting of _____

Amount of Indebtedness \$ _____ of which \$ _____ is secured by your real estate.

5. Amount of Bond \$ _____ To whom given _____

6. Describe lost instrument _____

7. Serial number of instrument _____ Date issued _____

8. Value of lost instrument, Par \$ _____ Market \$ _____

9. In whose name is instrument registered? _____

10. If check or note, how payable? _____

11. If bankbook, certificate of deposit or check has bank been notified? _____
Date notified? _____

12. If bond or note given, give maturity date _____

13. Was instrument endorsed or assigned by endorsement or assignment on instrument or otherwise? _____

14. If payment to be made on instrument, nature of payment (duplicate or cash) _____
If cash, state amount \$ _____

15. If instrument a Life Insurance Policy, state Number _____ Date _____
Name of Insured _____ Date of death _____
Place of death _____ Amount of Policy \$ _____
Present Value \$ _____ Name of Beneficiary _____

Nature of payment (State whether death claim, endowment, cash surrender value or loan) _____

INSTRUCTIONS

Applicant should make an affidavit stating: (1) interest in the instrument; (2) facts surrounding the loss of the instrument; (3) that such interest has not been assigned or hypothecated.

It is further required that every beneficiary under the instrument make an affidavit stating he has never assigned or hypothecated his interest. If there has been an assignment by any party formerly in interest, it should be set forth specifically by applicant.

THE AGREEMENT OF INDEMNITY FOLLOWING THE AFFIDAVIT OF APPLICANT MUST BE EXECUTED BY ALL PARTIES HAVING AN INTEREST IN THE INSTRUMENT.

AFFIDAVIT OF APPLICANT

STATE OF _____ }
COUNTY OF _____ } SS.

I (We) _____ of _____

being duly sworn, depose and say that I (we) own the aforesaid instrument(s) which w_____ acquired by me (us) on or about the _____ day of _____, _____; that on or about the _____ day of _____, _____, the same was (were) lost, destroyed or stolen under the following circumstances: (Describe circumstances, so far as known, among other things stating: (1) where instrument(s) kept and who had access to it (them); (s) when and by whom loss discovered; (3) when and where instruments(s) was (were) last seen:

That I (we) have made due and diligent search for said instrument(s) but the same could not be found; that I (we) have not endorsed, sold, assigned, transferred or hypothecated said instrument(s) or any interest therein in any manner whatsoever.

The Undersigned does or do hereby certify that the statements made herein are true and that they are made to induce THE HANOVER INSURANCE COMPANY or MASSACHUSETTS BAY INSURANCE COMPANY (hereinafter referred to as the company) to execute the bond herein applied for and, in consideration of said Company executing the bond, does or do covenant and agree: FIRST, to pay, in advance, to the Company the sum of \$ _____ as the premium on said bond; SECOND, to indemnify the Company from and against any and all loss, liability, costs, damages, suits, attorney's fees and expenses whatever, which the Company shall sustain or incur in consequence of executing said bond, in making any investigation on account thereof, to prevent or to recover loss by reason thereof, in connection with any litigation, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements contained herein; THIRD, the Company shall have the right and hereby is authorized but not required to adjust, to pay or to compromise any suit, judgment, expense, claim or demand upon the bond, unless the Undersigned shall request the Company to litigate such expense, claim or demand or to defend such suit or to appeal from such judgment and shall deposit with the Company collateral satisfactory to it in kind and amount; in any accounting the Company shall be entitled to collect for any and all disbursements in and about the matters herein contemplated made by the Company in good faith under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether such liability, necessity or expediency existed or not, and the vouchers or other evidence of payment shall be prima facie evidence of the fact and extent of liability of the Undersigned to the Company; FOURTH, to waive, expressly, all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the laws of any state or states; FIFTH, the Company shall have the right to decline to execute the bond applied for or, if executed, to cancel or to procure its release from such bond in accordance with any cancellation provision therein or under any law for release of sureties, or otherwise, and shall not be required to disclose the reasons therefor, and is released of and from any damages that may be sustained by the Undersigned by such declination, cancellation or release, any statutory provisions to the contrary being expressly waived; SIXTH, this obligation shall be construed as made to band to be for the benefit of any Company that may join with the Company in executing said bond or that may execute said bond at the request of the Company, and also for the benefit of any Company that may assume reinsurance upon said bond; SEVENTH, the above agreements shall be binding upon the Undersigned, and the heirs, personal representative, successors and assigns of the Undersigned, jointly and severally.

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

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 false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

If applicant an individual sign here:

Subscribed and sworn to before me this _____ day of _____, _____ (Seal)
_____ Applicant (Seal)
_____ (Seal)
_____ Notary Public (Seal)

If applicant a partnership sign here:

_____ (Seal)
Name of Firm
By _____

If applicant a corporation sign here:

_____ (Seal)
Name of Corporation
By _____
President

Attest:

Secretary

INDEMNITY AGREEMENT

In consideration of THE HANOVER INSURANCE COMPANY or MASSACHUSETTS BAY INSURANCE COMPANY executing the bond herein applied for, we, jointly and severally, join in the foregoing agreement of indemnity.

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

Witness: _____ (Seal)
Witness: _____ (Seal)
Witness: _____ (Seal)