



COLORADO

**Department of
Regulatory Agencies**

Division of Insurance

BOND NUMBER _____

BOND OF VIATICAL SETTLEMENT PROVIDER

KNOW ALL MEN BY THESE PRESENTS, that we _____ (Viatical Settlement Provider)

of _____ (City, State) as PRINCIPAL and _____ (Insurer)

a surety company authorized to do business in the State of Colorado, as SURETY, ARE HELD AND FIRMLY BOUND UNTO THE STATE OF COLORADO for its use and benefit in the penal sum of One Hundred Thousand and No/100 Dollars \$100,000.00 lawful money of the United States of America, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Principal has applied for a certificate of authority in the State of Colorado, to enter into or effectuate viatical settlement contracts in conformance with Title 10, Article 7, Part 6 Colorado Revised Statutes.

NOW THEREFORE, the condition of this obligation is such that, if the above Principal shall in all things, well and truly perform and observe all and each of the agreements, covenant and conditions, on his part to be observed, which are contained in the above mentioned Act of the People of the State of Colorado, as represented by the Colorado Commissioner of Insurance, and at all times indemnify and save harmless the OBLIGEE from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, costs, damages, charges, counsel fees and other expenses from the granting of the license to operate, then this obligation shall be null and void, otherwise to remain in full force and effect.

This obligation shall continue for so long as the license applied for or any renewal of the said license shall be in force and effect but the aggregate liability of the SURETY for any and all breaches of the conditions of this bond shall, in no event, exceed the amount of this bond as herein above set forth regardless of the number and amount of the claims against the bond and regardless of the length of time the license or any renewals thereof shall be in force and effect.

The SURETY shall have the right to cancel this bond by giving thirty (30) days written notice to the Commissioner of Insurance with copy thereof to the PRINCIPAL set forth above and the SURETY shall thereafter be relieved of liability for any breach of condition occurring after the effective date of such cancellation.

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of _____ 20_____

(PRINCIPAL)

(NAME & TITLE)

(INSURER)

Mail this from to: Colorado Division of Insurance; attn: Corporate Affairs; 1560 Broadway, Suite 850; Denver, Co 80202.

Email inquiries to: DORA_INS_CORPORATEAFFAIRS@STATE.CO.US

