

**Nebraska Workers' Compensation Court**  
**State Capitol Buidling**  
**Lincoln, Nebraska 68509-8908**  
**(402) 471-6468**

**SURETY BOND**

Bond No \_\_\_\_\_

*KNOW ALL PERSONS BY THESE PRESENTS, THAT WE*

\_\_\_\_\_ an \_\_\_\_\_ Corporation with principal place of business in the City of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation authorized to transact business as a surety in the State of Nebraska, as Surety, are held and firmly bound unto the State of Nebraska for such assessments as may be made against the Principal and unto the State of Nebraska for persons who may be entitled to benefits under the Nebraska Workers' Compensation Act (§§48-101 et seq. R.R.S. 1943, as amended) in the sum of: \_\_\_\_\_ Dollars (\_\_\_\_\_), lawful money of the United States, for the payment of which sum we bind ourselves, our successors and assigns, jointly and severally firmly by these presents.

*THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that if the Principal is granted permission to carry its own risk and fails to pay or suspends payment of any or all benefits provided or assessments required by the Nebraska Workmen's Compensation Act, or it becomes insolvent, then Surety shall be obligated to pay such benefits or assessments directly to affected party for and on behalf of the principal to the extent of Surety's obligation hereunder.*

*IT IS FURTHER UNDERSTOOD AND AGREED that the following conditions shall also apply to this surety bond:*

- 1) *This bond shall be continuous in form and shall remain in full force and effect unless terminated in the manner hereinafter provided.*
- 2) *The Surety does, by these presents, undertake and agree that the obligation of this bond shall cover and extend to all liabilities of the Principal as a workers' compensation self-insurer, including those liabilities already present, whether known or yet to be discovered, at such time this bond is executed.*
- 3) *In the event said Principal shall fail to pay any award or awards which shall be rendered against it by the Nebraska Workers' Compensation Court within thirty (30) days after the same becomes, or become, final, the Surety shall forthwith pay, to the extent of its liability under this bond, said award or awards to the parties entitled thereto upon the order of the said Nebraska Workers' Compensation Court.*
- 4) *If the said Principal shall suspend payment or shall become insolvent or a receiver shall be appointed for its business, the undersigned Surety will pay said award or awards, to the extent of its liability, under this bond, before the expiration of thirty (30) days after the same becomes, or become, final, without regard to any proceedings for liquidation of said Principal.*

- 5) Reasonable defense costs incurred in the settlement of claims arising under this bond shall be included in the penal sum, provided, however, that any costs incurred in actions or proceedings taken to enforce payment of this bond, or payments of any award or judgment rendered against the undersigned Surety, on account of the execution by it of this bond, shall be incurred by the Surety and not included in the penal sum.

This bond may be canceled by the Surety or the Principal by giving sixty (60) days notice by certified mail to the other party and to the Nebraska Workers' Compensation Court, provided, however, that cancellation shall be effective prior to the end of such 60 day period upon acceptance of replacement coverage by the Nebraska workers Compensation Court. Should cancellation be at the request of the Surety, unearned premium shall be returned on a pro rata basis. Should cancellation be at the request of the Principal, unearned premium shall be returned on a pro rata basis subject to a short rate penalty of 10% of unearned premium.

Should this bond be canceled and replaced by coverage accepted by the Nebraska Workers' Compensation Court, then all liability under this bond shall terminate.

Should this bond be canceled and not replaced by coverage accepted by the Nebraska Workers' Compensation Court, then the Surety's obligation for settlement of all accidents, acts, happenings or events prior to the date of cancellation shall continue.

PROVIDED FURTHER, THIS BOND SHALL BE EFFECTIVE AS OF \_\_\_\_\_.

SIGNATURES

FOR PRINCIPAL:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTORNEY-IN-FACT FOR SURETY:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Attorney in Fact \_\_\_\_\_

Date: \_\_\_\_\_

Notary Public: \_\_\_\_\_

AGENT:

Signature: NOT REQUIRED \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_