

RALEIGH, NORTH CAROLINA

VIATICAL SETTLEMENT PROVIDER BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as PRINCIPAL, and _____, a corporation organized and existing under the laws of the State of _____ and authorized to transact insurance in the State of North Carolina, as SURETY, are held and firmly bound unto the COMMISSIONER OF INSURANCE OF THE STATE OF NORTH CAROLINA as OBLIGEE, for the use and benefit of any aggrieved person and any person to whom a duty is owned by the Principal arising out of its operation as a Viatical Settlement Provider in North Carolina pursuant to the provisions of G.S. 58-58-42 of the General Statutes of North Carolina and with all rules, regulations, and orders issued pursuant thereto and all amendments thereto now or hereinafter enacted, in the sum of _____ (_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this _____ day of _____, _____.

WHEREAS, the above bound _____, did on the _____ day of _____, _____ file its application for registration as a Viatical Settlement Provider pursuant to G.S. 58-58-42, and as part of that application submitted this surety bond in order to fulfill its obligations under Title 11 of the North Carolina Administrative Code, Chapter 12, Section .1702(g) for such registration.

AND WHEREAS, the said Department of Insurance on the _____ day of _____, issued a certificate of registration upon the condition that the said _____, Viatical Settlement Provider, enter into such bond in the amount of _____ (_____) conditioned among other things that the said Viatical Settlement Provider shall abide by and perform its obligations as a Viatical Settlement Provider pursuant to G.S. 58-58-42 and all rules and regulations issued pursuant thereto and all amendments thereto now or hereinafter enacted.

NOW THEREFORE, the condition of this obligation is such that if the above bound _____ shall well and truly, from time to time, and at all times hereafter shall abide by and truly perform its obligations pursuant to the obligations of G.S. 58-58-42 and all rules and regulations issued pursuant thereto and all amendments thereto now or hereinafter enacted, then this obligation shall be void, otherwise to remain in full force and virtue in law.

THIS BOND IS ALSO SUBJECT TO THE FOLLOWING CONDITIONS:

1. That any aggrieved person(s) to whom a duty is owned by the Principal covered by this Bond may, in addition to any other remedy that such person(s) truly have, bring action in his/her/their name for the recovery of any damages sustained by reason of such breach.
2. That the total aggregate liability of the SURETY herein shall be limited to the payment of _____ (_____).
3. That the SURETY may cancel this bond and be relieved of further liability hereunder by delivering THIRTY (30) days written notice to the Principal at the address last known to the SURETY and to the COMMISSIONER OF INSURANCE OF THE STATE OF NORTH

CAROLINA, however such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of the thirty (30) day period.

4. That the said Bond shall remain in full force and effect during the registration period for which it is issued and for any renewal thereof, or until said Bond is cancelled by said SURETY.

IN WITNESS WHEREOF, the seal and signature of its President or other duly authorized Officer of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is affixed and attested by its duly authorized attorney in fact this _____ day of _____
_____.

(SEAL)

Principal: _____

By: _____

(SEAL)

Surety: _____

By: _____

_____ Attorney In Fact