*[INSERT INSURANCE COMPANY NAME]*

# Performance or Surety Bond # \_\_\_\_\_

That we, *[Insert exact name of Applicant],* and *[Insert name of insurance company]*, incorporated under the laws of the *[Insert name of state]*, with principal offices in *[Insert name of city and state]*, as Surety, are held and firmly bound unto the Virginia State Corporation Commission, as obligee, in penal sum of Fifty Thousand and 00/100 ($50,000) Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

Whereas, the above bounden Principal has obtained or is about to obtain from the said Obligee a Certificate of Public Convenience and Necessity for Competitive Local Exchange Service, pursuant to § 56-265.4:4 A of the Code of Virginia. The term of said bond is:

Continuous, beginning the *[Date] day of [Month] [Year]*

The Principal is required by 20 VAC 5-417-20 G(l)(b) to file with the **Division of Public Utility Regulation of the Virginia State Corporation Commission, 1300 East Main Street, 4th Floor, Richmond, VA 23219**, a bond for the above indicated term and conditioned as hereinafter set forth:

“This obligation requires *[Insert exact name of Applicant]* to reimburse its customers payments for services not rendered if the Virginia State Corporation Commission determines that *[Insert exact name of Applicant]* has failed to comply with the rules and regulations of the Virginia State Corporation Commission. *[Insert name of insurance company]* will make such payments to customers of *[Insert exact name of Applicant]* in the aggregate up to the amount of $50,000 as directed by the Virginia State Corporation Commission.”

Provided, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

Provided Further, that this continuous bond may be cancelled by the Surety as to subsequent liability by giving Thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the *[Date]* day of *[Month] [Year]*

*[Insert exact name of Applicant]*

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title)

*[Insert name of Insurance company]*

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title)

*Note: Any bonding company must be registered to do business in Virginia, with a registered agent in Virginia. To look up whether a company is registered in Virginia see:* <https://cis.scc.virginia.gov/>