



**Broker of Construction Trucking Services**

Bond Number: \_\_\_\_\_

A BUSINESS INFORMATION					
COMPANY NAME (EXACTLY AS IT APPEARS ON BOND)				BUSINESS FAX	
COMPANY ADDRESS/ CITY/STATE/ ZIP				EMAIL ADDRESS	
LICENSE NUMBER	HOW LONG UNDER CURRENT OWNERSHIP	OWNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> LLP		IF PARTNERSHIP OR CORPORATION NUMBER OF PARTNERS OR STOCKHOLDERS	
NUMBER OF TRUCKS AND TRAILERS OWNED			ESTIMATED VALUE OF TRUCKS AND TRAILERS		
B INDEMNITOR INFORMATION					
FIRST NAME/ MIDDLE NAME/ LAST NAME		DRIVER'S LIC.NO	DATE OF BIRTH	SOCIAL SECURITY NUMBER	
<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED	SPOUSE'S NAME		DATE OF BIRTH	SOCIAL SECURITY NUMBER	
<input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED					
HOME ADDRESS/ CITY/ STATE/ ZIP			HOME TELEPHONE	FAX	
HOME OWNERSHIP <input type="checkbox"/> OWN <input type="checkbox"/> RENT	HOW LONG?	DATE PURCHASED	PURCHASE PRICE	CURRENT MARKET PRICE	PRESENT LOAN BALANCE
NAME OF BANK		CHECKING ACCOUNT BALANCE	SAVINGS ACCOUNT BALANCE	PERSONAL NET WORTH	

**INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.**

In consideration of American Contractors Indemnity Company and/or U. S. Specialty Insurance Company referred to hereafter as "Surety," issuing the bond applied for, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

- To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
- To indemnify Surety against all losses, liabilities, costs, damages, attorneys' and consultants' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
- The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
- The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. Surety and undersigned agree that the place of performance of this indemnity agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of California.
- Surety may cancel the bond by providing written notice of such cancellation to the Principal at the address set forth in the bond. Cancellation shall be effective thirty (30) days after the date of deposit with the United States Postal Service.
- If the undersigned breach any provision of this indemnity agreement, then each of the undersigned hereby (a) grant to the Surety a security interest in all of such undersigned's accounts, chattel paper, electronic chattel paper, payment intangibles, promissory notes, letter of credit rights, documents, instruments, equipment (including all parts, accessions and additions thereto), general intangibles, goods, inventory, investment property, deposit accounts and all proceeds, products and supporting obligations for and accessions to any of the foregoing, in each case whether then owned or later acquired, and (b) authorize the Surety to file and continue financing statements naming the undersigned as debtor(s).
- The undersigned unconditionally acknowledge and agree that: (1) they are solely responsible to procure and maintain any required license or permit and to renew, continue and/or replace any Bond; and (2) Surety, its agents, subagents, and/or brokers owe no duty with respect to the renewal, continuation or replacement of any Bond. The Undersigned release Surety, its agents, subagents and/or brokers from and against any and all liability, including, but not limited to, consequential damages resulting directly or indirectly from any license or permit lapse, suspension or termination resulting from any cause and/or failure to renew, continue or replace any Bond.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Signed, sworn to and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**X**  
\_\_\_\_\_  
(Authorized Representative and Individually)

**X**  
\_\_\_\_\_  
(Authorized Representative and Individually)



## Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

### APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### APPLICABLE IN CALIFORNIA

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

### APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

### APPLICABLE IN THE DISTRICT OF COLUMBIA

**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

### APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

### APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

### APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

### APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

### APPLICABLE IN MAINE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.



**TOKIO MARINE**  
**HCC**

## Fraud Warnings

### APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### APPLICABLE IN MINNESOTA

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

### APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

### APPLICABLE IN OKLAHOMA

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### APPLICABLE IN OREGON

Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

### APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

### APPLICABLE IN VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

### NOTICE TO NEW YORK APPLICANTS:

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 materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.



## Privacy Notice

Thank you for using Tokio Marine HCC's (TMHCC) services. TMHCC is committed to protecting your privacy. The purpose of this Privacy Notice is to inform you that U.S. state data protection laws may entitle you to certain rights and choices regarding the processing of your personal information. Depending on your jurisdiction, applicable law may entitle you to certain consumer rights, such as the right:

- To know the personal information collected about you;
- To know whether your personal information is sold or disclosed and the purpose, and to with whom;
- To request deletion of personal information;
- To access a copy of the personal information; and
- To opt-out of the sale of personal information;

TMHCC is committed to assisting you in exercising your applicable rights and we will not treat consumers differently based on their exercise of these rights. To submit a request for an applicable right based on your jurisdiction, please visit <https://www.tmhcc.com/en-us/legal/privacy-policy> to fill out the web form. We will use the web form to verify the request and requestor. While a portion of the personal information collected and processed by TMHCC may be out of scope for certain consumer rights, we will reply to all requests we receive. We will work diligently to fulfil all applicable requests or, if denied, provide consumers with an explanation for the reason.

TMHCC's policy is that we do not sell individual's personal information for money. We may share personal information with Companies we own or control (affiliates and subsidiaries) and/or with other Companies we do business with to provide financial products or services to you (third party service providers). Nonetheless, if you wish to exercise your right to opt-out of a sale of your personal information in the future, please visit <https://www.tmhcc.com/en-us/legal/privacy-policy> to fill out the web form.

For more information regarding on our data collection and processing practices generally, please review our Privacy Policy at <https://www.tmhcc.com/en-us/legal/privacy-policy>.

If you have additional questions about your personal information, please call us, email us or send a letter using the following contact information:

Email: [DPO@tmhcc.com](mailto:DPO@tmhcc.com)  
Phone: 888-688-0775

Address:  
Tokio Marine HCC  
13403 Northwest Freeway  
Houston, TX 77040