

Defective Title Floating Application

Bond Number: _____

A BOND INFORMATION			
OBLIGEE/ TYPE OF BOND	BOND AMOUNT	REQUESTED EFFECTIVE DATE	INITIAL TERM OF BOND
B PROPERTY TITLE INFORMATION			
NAME (MUST BE EXACTLY AS IT IS TO APPEAR ON BOND)			
MANUFACTURER AND/OR TRADE NAME	MODEL	YEAR	
SERIAL NUMBER	DECAL/LICENSE NUMBER	HUD LABEL/ INSIGNIA	
C INDEMNITOR INFORMATION			
FIRST NAME/ MIDDLE NAME/ LAST NAME	DRIVER'S LICENSE NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER
HOME ADDRESS		EMAIL ADDRESS	
CITY/ STATE/ ZIP	HOME PHONE NUMBER	HOME FAX NUMBER	

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

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

1. **PREMIUM:** 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.
2. **INDEMNITY:** To exonerate, indemnify, reimburse and hold Surety harmless from and against all demands, liabilities, losses, costs, damages, attorneys' fees and expenses of whatever kind or nature which arise by reason of, or in consequence of, the Surety's issuance of the bond applied for, whether or not the Surety shall have paid any sums in partial or complete payment thereof, including but not limited to: sums paid including interest; liabilities incurred in settlement of claims; expenses paid or incurred in connection with claims, suits, or judgments under such bond, in enforcing the terms of this agreement, in procuring or attempting to procure release from liability by Surety, and in recovering or attempting to recover losses or expenses paid or incurred; and attorneys fees and all legal or professional services.
3. **COLLATERAL:** If a claim or demand is made against Surety, whether disputed or not, or Surety deems it necessary to establish a reserve for potential claims, and upon demand from Surety, the undersigned shall deposit with Surety cash or other property acceptable to Surety as collateral security, in a sufficient amount to protect Surety with respond to such claim or potential claims and others amounts which may become due under this agreement. Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration and discharge, and until it has been fully reimbursed for all amounts which may become due under this agreement.
4. **CREDIT RELATIONSHIP:** The undersigned hereby authorizes the Surety or its representatives 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.
5. **GENERAL PROVISIONS:** Surety and undersigned agree that the place of performance of this 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. Surety shall, at its option and in its sole discretion, have the right to issue, decline to issue, renew or cancel the bond. This agreement is a continuing obligation of the undersigned until Surety is exonerated and released from any liability under the bond. The obligations of the undersigned hereunder are joint and several. Surety may bring separate suits hereunder against any of the undersigned as causes of action may accrue hereunder. Undersigned warrant that each of them is specifically and beneficially interested in obtaining the bond. The invalidity of any provision of this agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this agreement. This agreement may not be changed or modified without the written consent of Surety. The undersigned agree to hold all money or other proceeds derived from the undersigned's actions covered by the bond for the purpose of performing the duties owed under the bond and discharging the obligations of the bond, and for no other purpose until the bond is completed exonerated.

Regardless of the date of signature, this agreement is effective as of the date of execution and renewal of the aforementioned bond 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)

Agency Name: _____	Phone: _____
Address: _____	HCCS Prod No. _____



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:

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