



HCC Surety Group Account Application

AGENT USE ONLY
BOND NUMBER

A BOND INFORMATION		
TYPE OF BOND	BOND AMOUNT	REQUESTED EFFECTIVE DATE / /
BOND TO BE FILED WITH (OBLIGEE)	ADDRESS OF OBLIGEE	

B AGENCY/ AGENT OF RECORD	
AGENCY NAME	
PRODUCER OF RECORD	HCCS PRODUCER NUMBER

C PRINCIPAL/ APPLICANT INFORMATION			
PRINCIPAL NAME (MUST BE EXACTLY AS IT IS TO APPEAR ON BOND)			BUSINESS PHONE
ADDRESS			BUSINESS FAX
CITY/ STATE/ ZIP			COMPANY TAX ID NUMBER
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP	IF CORPORATION, STATE AND DATE INCORPORATED / /	IF PARTNERSHIP OR CORPORATION, NUMBER OF PARTNERS OR STOCKHOLDERS <small>(complete section D for all stockholders with over 10% interest)</small>	
DESCRIBE TYPE OF BUSINESS	LICENSE NUMBER <i>(if applicable)</i>	NUMBER OF YEARS EXPERIENCE	HOW LONG UNDER CURRENT OWNERSHIP?
Has the applicant continuously been in a business under the current name and ownership for at least three years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the bond guarantee the performance of a specific contract or agreement?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the bond cover any type of environmental or pollution exposure?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the bond guarantee the payment of taxes, wages or payment of any type?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the applicant have any other surety bonds in force?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Has another surety company declined to write this or any previous bond?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever had a bond involuntarily terminated or cancelled?			<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered YES to any of the questions above, please attach a detailed explanation.

D PERSONAL INDEMNITOR INFORMATION				
INDIVIDUAL'S FIRST NAME/ MIDDLE NAME/ LAST NAME			SOCIAL SECURITY NUMBER	
HOME ADDRESS/CITY/ STATE/ ZIP			HOME/ MOBILE PHONE	
<input type="checkbox"/> Own <input type="checkbox"/> House <input type="checkbox"/> Rent <input type="checkbox"/> Apartment	HOW LONG?	DATE HOME PURCHASED / /	EMAIL ADDRESS	
INDIVIDUAL'S FIRST NAME/ MIDDLE NAME/ LAST NAME			SOCIAL SECURITY NUMBER	
HOME ADDRESS/CITY/ STATE/ ZIP			HOME/ MOBILE PHONE	
<input type="checkbox"/> Own <input type="checkbox"/> House <input type="checkbox"/> Rent <input type="checkbox"/> Apartment	HOW LONG?	DATE HOME PURCHASED / /	EMAIL ADDRESS	
Have you, your spouse, or company ever : failed in any business venture? declared bankruptcy? been a principal or indemnitor on a bond which a claim was brought? subject to a federal or state tax lien?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you a guarantor for a third party liability? Have you ever been convicted of a felony? Are any of your assets in Trust(s)? <small>If you answered YES to any of the questions above, please attach a detailed explanation.</small>	
			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

In consideration of American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety," issuing the bond applied for, or any bond(s) in substitution for or in succession of the said bond(s), or any increase or extension of time of the said bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

- 1. 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. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' 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.
- 3. 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 hereby grants the Obligee the authority to release to the Surety and its authorized representatives, any and all relevant information necessary for the underwriting of this bond.
- 4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
- 5. 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. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. 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. The undersigned agree that it is their responsibility to defend their own interests.
- 6. ASSIGNMENT – As security for the performance of all the provisions of this agreement, effective as of the date of this agreement, the undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:
 - a. Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the undersigned have an interest.
 - b. All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.
 - c. Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the undersigned may be entitled, and any and all collateral for the undertakings given by the undersigned in connection with any contract.
- 7. The Surety may, at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or jointly, in connection with the application, issuance or execution of any bond or bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the undersigned under this agreement. A copy or other reproduction of this agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this agreement.
- 8. 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.
- 9. The obligations of the undersigned are in addition to and cumulative of all other liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
- 10. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

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 _____, _____.

If Indemnitor is a PARTNERSHIP, CORPORATION or LLC/ LLP:

Signing Instructions. If PARTNERSHIP, the authorized representative is the general partner. If CORPORATION, the authorized representative is the President. If LLC/ LLP, the authorized representative is the managing member.

Company Seal

Name of Entity

Authorized representative signature

Print above name and title

Witness signature

Print above witness name

If Indemnitor is: Individual (need Social Security Number) 3rd Party Individual (need Social Security Number)

Indemnitor signature

Print name, title, social security number or FEIN of above

Witness signature

Print above witness name

If Indemnitor is: Individual (need Social Security Number) 3rd Party Individual (need Social Security Number) 3rd Party Company (need FEIN)

Company Seal

Name of Entity (if 3rd party company indemnitor)

Indemnitor signature or authorized representative signature

Witness signature

Print name, title, social security number or FEIN of above

Print above witness name

If Indemnitor is: Individual (need Social Security Number) 3rd Party Individual (need Social Security Number) 3rd Party Company (need FEIN)

Company Seal

Name of Entity (if 3rd party company indemnitor)

Indemnitor signature or authorized representative signature

Witness signature

Print name, title, social security number or FEIN of above

Print above witness name

If Indemnitor is: Individual (need Social Security Number) 3rd Party Individual (need Social Security Number) 3rd Party Company (need FEIN)

Company Seal

Name of Entity (if 3rd party company indemnitor)

Indemnitor signature or authorized representative signature

Witness signature

Print name, title, social security number or FEIN of above

Print above witness name

If Indemnitor is: Individual (need Social Security Number) 3rd Party Individual (need Social Security Number) 3rd Party Company (need FEIN)

Company Seal

Name of Entity (if 3rd party company indemnitor)

Indemnitor signature or authorized representative signature

Witness signature

Print name, title, social security number or FEIN of above

Print above witness name

If Indemnitor is: Individual (need Social Security Number) 3rd Party Individual (need Social Security Number) 3rd Party Company (need FEIN)

Company Seal

Name of Entity (if 3rd party company indemnitor)

Indemnitor signature or authorized representative signature

Witness signature

Print name, title, social security number or FEIN of above

Print above witness name

Please verify the application is SIGNED, WITNESSED and DATED as indicated.



Fraud Warnings and Privacy Policy

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 and Privacy Policy

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 Policy

Here at Tokio Marine HCC – Surety Group we know that your privacy is important to you, which makes it important to us. In support of changes to data privacy laws, we've made updates to our Privacy Policy and want to make sure you are aware of our updates. The new version of our privacy policy is available at www.tmhcc.com/en-us/legal/privacy-policy.