

## E.R.I.S.A Bond Application

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

Name of Plan: \_\_\_\_\_  
*(Exact name of plan to be covered)*

Address: \_\_\_\_\_

1) Is the Plan serviced by an Independent Administrator? ☐ Yes ☐ No

If yes, name of Administrator: \_\_\_\_\_

Address: \_\_\_\_\_

2) Is the Plan audited annually by a CPA? ☐ Yes ☐ No

If yes, name of CPA firm: \_\_\_\_\_

Address: \_\_\_\_\_

3) How many trustees are there for the Plan? \_\_\_\_\_ -All trustees must sign below-

4) Are two signatures required to withdraw from the Plan? ☐ Yes ☐ No

Does the plan contain non-qualified assets? ☐ Yes ☐ No

If Yes, what are they and what is their value: \$ \_\_\_\_\_

5) Have non-qualified assets of the plan been bought or sold in the last 2 years? ☐ Yes ☐ No

6) Amount of Bond: \$ \_\_\_\_\_ Total Plan Assets: \$ \_\_\_\_\_

7) What percentage of the Plan Assets belong to the trustees? \_\_\_\_\_ %

8) Proposed Effective Date: \_\_\_\_\_ Requested Bond Term: ☐ 1 Year ☐ 3 Years

*Note: Nonqualified bonds will require financial statement. For bond amounts in excess of \$250,000, additional information may be required.*

### INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN

IN CONSIDERATION of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned individually hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To reimburse American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety" upon demand for all payments made for and to indemnify Surety from:
  - a) all loss, contingent loss, liability and contingent liability, claim, expense, including attorneys' fees, for which Surety shall become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and
  - b) to pay Surety an advance premium for the first year or a fractional part thereof that is fully earned and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee.
  - c) Upon written demand, to deposit with the Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any bond or other bonds the Surety may have issued for the undersigned.
2. 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.
3. Surety is authorized to investigate, at any time, the undersigned's credit, employment history, and department of motor vehicle records. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
4. 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 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).

I, the undersigned, declare that the foregoing statements are true and correct. Additionally, I acknowledge that the first year's premium is fully earned upon issuance of the requested bond and I agree to pay all premiums as they become due.

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

X

SIGNATURE

PRINT NAME

SOCIAL SECURITY NUMBER

EMAIL ADDRESS

RESIDENCE ADDRESS

PHONE NUMBER

X

SIGNATURE

PRINT NAME

SOCIAL SECURITY NUMBER

EMAIL ADDRESS

RESIDENCE ADDRESS

PHONE NUMBER



**TOKIO MARINE**  
**HCC**

## Fraud Warnings and Privacy Notice

### 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

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a 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**  
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## Fraud Warnings and Privacy Notice

### 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.

# FACTS

## WHAT DOES TOKIO MARINE HCC DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information may include:</p> <ul style="list-style-type: none"> <li>■ Account and transaction information;</li> <li>■ Contact and demographic information;</li> <li>■ Financial information;</li> <li>■ Claims information; and</li> <li>■ Credit history.</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Tokio Marine HCC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Tokio Marine HCC share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	N/A

To limit our sharing	<ul style="list-style-type: none"> <li>■ Call (888) 688-0775 — our menu will prompt you through your choice(s).</li> <li>■ Email us online: <a href="mailto:privacypolicy@tmhcc.com">privacypolicy@tmhcc.com</a>.</li> </ul> <p><b>Please note:</b> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
Questions?	Call (888) 688-0775 or send us an email at <a href="mailto:privacypolicy@tmhcc.com">privacypolicy@tmhcc.com</a> .

## Who we are

### Who is providing this notice?

Tokio Marine HCC is the trading name of HCC Insurance Holdings, Inc.

## What we do

### How does Tokio Marine HCC protect my personal information?

To protect your personal information from unauthorized access and use, we maintain reasonable administrative, technical and physical safeguards designed to protect your personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

### How does Tokio Marine HCC collect my personal information?

We collect your personal information, for example, when you:

- Sign up for and use our services, including when you choose to provide us with your information online or offline;
- Interact with our website and mobile applications;
- Obtain an insurance product from us through a broker, where we may collect personal information from your broker in order to prepare your quote and/or your insurance policy; and/or
- Submit an insurance claim, so we can properly handle your claim.

We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes—information about your creditworthiness;
- affiliates from using your information to market to you; and
- sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing.

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include our family of companies, available at <https://www.tokiomarinehd.com/en/company/about/group.html>.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include categories of companies such as insurance companies.*

## Other important information

For more information, please review our privacy policy, located at <https://www.tmhcc.com/en-us/legal/privacy-policy>.