

# HCC SURETY GROUP

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## Civil Court Bond Application

Type of Bond/Undertaking: \_\_\_\_\_ Amount: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_ Case No: \_\_\_\_\_  
Name of Court: \_\_\_\_\_ Code Section: \_\_\_\_\_

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### ATTORNEY INFORMATION:

Attorney representing principal: \_\_\_\_\_ SBN: \_\_\_\_\_  
Law Firm: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

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### PRINCIPAL INFORMATION:

Name: \_\_\_\_\_ Tel. # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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### IF PRINCIPAL IS AN INDIVIDUAL:

Social Security No. \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_  
Your Net Worth \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Employer \_\_\_\_\_ Position/If retired, previous position \_\_\_\_\_  
If self employed, explain nature of business \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Tel # ( \_\_\_\_ ) \_\_\_\_\_ Length of Employment/Ownership \_\_\_\_\_  
Do you own a home? \_\_\_\_\_ Do you Rent? \_\_\_\_\_ Other (explain) \_\_\_\_\_

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### IF PRINCIPAL IS A LEGAL ENTITY:

Nature of business \_\_\_\_\_ Tax ID No. \_\_\_\_\_  
Names of all owners of Business, Residence addresses and Social Security Numbers:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### ALL APPLICANTS

Your Bank \_\_\_\_\_ Bank Account # \_\_\_\_\_  
Bank Address \_\_\_\_\_  
\_\_\_\_\_

◆ **Attach a copy of the court order &/or judgment for the bond. This is required for all court bond submissions. In addition, copies of other court documents as well as financial statements may be required.**

**Rate Schedule**

- Civil Bonds with Hard Collateral---Cashier’s Check, Letter of Credit: 2% of first \$50,000.00 with a minimum of \$250.00 and 1% over \$50,000.00.
- Civil Bonds with Soft Collateral--- Real Estate, Account Control of Stock Portfolio, Assignment of cash value of Life Insurance: 4% with a minimum premium of \$250.00.

First year's premium is fully earned upon issuance of the bond.

Many types of bonds may require collateral. HCC Surety Group and its subsidiaries may accept the following as collateral:

- A cashier’s check from our bond principal made payable to HCC Surety Group. Prior credit approval may be required.
- An Irrevocable Letter of Credit (ILOC) drawn on a bank acceptable to Surety. Use of our format for the ILOC or pre-approval of the bank’s format is required.
- A Mortgage on real property acceptable to Surety. Consideration of real estate as collateral will require payment of title and appraisal fees.

*All the above forms of collateral are subject to prior approval and qualification by Surety. Fees may be imposed for the use of, or in conjunction with the acceptance and release of, certain forms of collateral. All fees, if any, will be disclosed to the principal prior to Surety proceeding with issuance of any bond.*

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

hereafter as “Surety,” issuing the bond applied for, 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. 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. 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. 7. 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. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.8. Unless specified by law or stated in the bond that the bond can not be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Oblige 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).

**IMPORTANT SIGNATURE INSTRUCTIONS**

*If an individual or sole owner, applicant must sign as duly authorized representative. Spouse must sign personal indemnity below.  
 If a general partnership, managing member must sign as duly authorized representative.  
 If a corporation, an officer must sign as the authorized representative.*

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

Applicant: \_\_\_\_\_ X \_\_\_\_\_  
 (Print name exactly as it appears on bond)

Additional Indemnitors (if required):

X \_\_\_\_\_ X \_\_\_\_\_  
 (Indemnitor's Signature) (Print Name) (Indemnitor's Signature) (Print Name)

X \_\_\_\_\_ X \_\_\_\_\_  
 (Indemnitor's Signature) (Print Name) (Indemnitor's Signature) (Print Name)

# Protecting the Privacy of Information

You have a relationship with one or more of the following HCC Surety Group (“HCCS”) of companies: American Contractors Indemnity Company, Texas Bonding Company and/or U.S. Specialty Insurance Company. Each HCCS company is committed to protecting your privacy by keeping the nonpublic personal information we collect from you confidential and secure. This policy applies to our relationships with individual consumers who inquire about and/or obtain products or services from HCCS for personal, family and household purposes. Please read this Privacy Policy that details HCCS’s information use policies and practices.

## Strict Security Measures

HCCS takes the security of information very seriously and has established security standards and procedures to prevent unauthorized access to customer information. These standards exist for both our physical facilities and our online services. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard consumer information. In addition, HCCS has policies and procedures to limit employee access to information to only those employees with a business reason for accessing such information. HCCS educates its employees about the importance of confidentiality and customer privacy. We take appropriate disciplinary measures to enforce employee responsibilities regarding customer information.

## Why HCCS Collects Information

HCCS collects information about you to:

- Accurately identify you;
- Protect and administer your records, policies, and funds;
- Help us design or improve our products and services;
- Save you time when you apply for new products and services;
- Offer you quality products and services; and

- Comply with certain laws and regulations.

## Information We Collect

HCCS may collect the following nonpublic personal information from you and outside sources:

- Data you provide on your application and other forms you provide HCCS (such as name, address and occupation);
- Your transactions with HCCS, such as your account balance, payment history and claims history;
- Credit history from the consumer reporting firms.

HCCS has established procedures so that the information we collect is accurate, current and complete. HCCS is committed to working with you to promptly correct any inaccurate information.

## Information We Share

Depending on the type of relationship you have with HCCS, we may share or disclose the information we collect from you, such as your claims history and payment history, with HCCS affiliates, as well as with unaffiliated third parties. This information is shared to the extent necessary to service you and your policy as completely as possible. HCCS reserves the right to share all information we collect as this policy provides.

Under the law, HCCS is permitted to share identification information with HCCS affiliates, as well as information related to the transactions and experiences we have with our customers. By sharing this information, HCCS is able to streamline transactions to ensure you receive the service you need.

We also disclose the information we collect from you to complete transactions initiated by you when you request or authorize the disclosure, or if the disclosure is required by law. At times it is necessary to disclose information to enforce or apply the terms and conditions of any agreement we have with you and to protect the rights, property, or safety of HCCS, our customers, or others. This includes exchanging information with other companies and organizations, including governmental law enforcement authorities, to detect or prevent fraud, criminal activity, material misrepresentations or

material non-disclosures in connection with insurance transactions.

We may also disclose the information we collect from you to unaffiliated third parties, as permitted by law. This includes unaffiliated third parties who provide marketing services for HCCS.

HCCS will not sell your personal information to unaffiliated third parties nor will it provide your personal information to third parties, doing business on HCCS’s behalf, for their own marketing purposes.

## Former Customers

If you end your relationship with HCCS, we will adhere to the information policies and practices described in this policy.

## Changes to Our Privacy Policy

We reserve the right to change our Privacy Policy. If we make a material change to our Privacy Policy, we will notify you before we put it into effect.

Your relationship with HCCS is a way for you to receive necessary insurance at a reasonable cost. We offer innovative products and personal attention. At the same time, we work hard to protect the confidentiality and security of information. Thank you for allowing HCCS to provide you with the policies and services you need.