

**BOND APPLICATION  
LOST INSTRUMENT**

**GENERAL INFORMATION**

**Bond No.**

Agency Name	Branch	
Applicant's Name (Principal)	Social Security No.	Age
Principal's Address		
If Applicant is acting as Fiduciary, gives names, ages, addresses and percent of interest in the estate of all heirs:		

**BOND INFORMATION**

Type of Bond Open Penalty _____ Fixed Penalty _____	Amount of Bond (If Fixed Penalty)	Present Market Value of Securities
To Whom Bond is Given (Obligee) List full names of ALL parties, including transfer agents, registrars and trustees, if any		
Obligee's Address		
Attach copies of ALL correspondence received from the Obligee together with any bond forms provided.		

**UNDERTAKING INFORMATION**

Describe all circumstances connected with loss (e.g. date loss discovered, what search made, steps taken to recover, etc.)

**STOCK CERTIFICATE**

Certificate No (s).	Number of Shares	Market Value per Share \$
Class of Stock	Name of Stock Exchange Where Traded	
Has the Stock Been Endorsed? Yes _____ No _____	Has the Stock Been Assigned? Yes _____ No _____	Has the Stock Been Pledged? Yes _____ No _____
Has Power of Attorney Stock Power Been Given? Yes _____ No _____		
Is Stock Registered or Recorded? Yes _____ No _____	If Yes, In Whose Name Do They Stand?	
Issuing Company		

**BOND**

Number (s)	Dated	Maturity Date
Principal Amount \$	Interest Rate	Coupons Attached? Yes _____ No _____
Registered? Yes _____ No _____		
Issuing Company		

**CHECK / MONEY ORDER**

Number (s)	Dated	Amount \$
Name of Bank	Name of Payee	
Name of Maker	Was Stop Payment Ordered? Yes _____ No _____	Date
Was the Check Endorsed? Yes _____ No _____	Name of Endorser	

STATEMENT OF THE APPLICANT'S ASSETS AND LIABILITIES AS OF \_\_\_\_\_, 200\_\_\_\_\_

ASSETS		LIABILITIES	
Cash on hand (not in bank) _____		Borrowed money from banks (if none, write "none") and how secured _____	
Cash in following banks (give names & Addresses: _____)		Notes Payable to others (how secured) _____	
Stocks and Bonds (list) _____		Accounts Payable, Due and Accrued _____	
Stock or Material on hand _____		Income Taxes	
Accounts receivable _____		(a) Unpaid Balance under filed returns _____	
Notes receivable _____		(b) Unpaid Declared Tax or Tax Reserve, Estimated current operations _____	
Real Estate Owned (Total Value) _____		(c) Due and Accrued Taxes Payable Account of Withholdings from Employees and Social Security _____	
Other Assets _____		Mortgages on Real Estate _____	
		Other Liabilities and encumbrances _____	
		Capital _____	
		Surplus or Net Worth _____	
<b>Total Assets</b>		<b>Total Liabilities</b>	

The maker of the foregoing statement hereby authorizes American Contractors Indemnity Company ("Company") to confirm the bank balances claimed and all other items comprising said statement. Company is authorized to investigate, at any time, the Undersigned's credit, employment history, and department of motor vehicle records.

**Premium fully earned upon filing of bond**

The undersigned, hereinafter called the Indemnitor(s), hereby certifies that the foregoing declarations made and answers given, are the truth without reservation, and are made for the purpose of inducing the Company to become Surety or to procure suretyship, or both, on a certain bond or undertaking herein applied for, and in consideration of the Company executing said bond does undertake and agree as follows:

That the Indemnitor(s) will immediately pay the Company \$ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ in each year thereafter, and until the Indemnitor(s) shall serve upon the Company competent written legal evidence, satisfactory to the Company, of its discharge from the bond and all liability thereunder.

The Indemnitor(s) will at all times Indemnify, and save the Company and its co-sureties, if any, harmless from against any and all damages, loss, costs, charges and expenses of whatsoever kind of nature, including counsel and attorney's fees, whether incurred under retainer or salary or otherwise, which it shall or may, any time, sustain or incur by reason or in consequence of its suretyship.

The Indemnitor(s) further agrees, upon the filing of any claim with the Company or upon the receipt of any demand upon the Company, or upon the commencement of any suite against the Company growing out of any matter, cause or thing, whatsoever, directly or indirectly connected with, or relating to the bond herein applied for, will upon demand, deposit with the Company, cash or collateral security satisfactory to the Company in the amount sufficient to indemnify it up to the full amount of recovery claimed or demanded.

WITNESS the following signature(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2000\_\_\_\_, homestead and all other exemptions being hereby expressly waived.

IF APPLICANT (Indemnitor(s)) and individual sign here:

Witness: \_\_\_\_\_ Applicant  
 Witness: \_\_\_\_\_ Applicant

IF APPLICANT (Indemnitor(s)) a co-partnership sign here:

Witness: \_\_\_\_\_ Applicant (Seal)  
 Name of Firm \_\_\_\_\_  
 Attest: \_\_\_\_\_ By \_\_\_\_\_ Partner

IF APPLICANT (Indemnitor(s)) a corporation sign here:

Witness: \_\_\_\_\_ Applicant (Seal)  
 Name of Corporation \_\_\_\_\_  
 Attest: \_\_\_\_\_ Secretary By \_\_\_\_\_ President  
 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

# Protecting the Privacy of Information

(California and Montana Residents)

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. In addition, HCCS has policies and procedures to limit employee access to information only to those employees with a business reason for accessing such information.

## Why HCCS Collects Information

HCCS collects information about you to:

- Accurately identify you;
- Properly evaluate your request for a bond; and
- Comply with certain laws and regulations.

## Information We Collect

HCCS may collect the following types of 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 consumer reporting firms.

HCCS has established procedures so that the information we collect is accurate, current and complete. You have the right to access and request correction of recorded nonpublic personal information and may do so by referring to HCCS’s Notice of Information Practices statement below. You should also be aware that information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.

## 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, to the extent necessary to service you and your bond as completely as possible. HCCS reserves the right to share all information we collect as this policy describes.

Under the law, HCCS is permitted to share identification information with its affiliates, as well as information related to the transactions and experiences we have with our customers. We also disclose information 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 nonaffiliated third parties, as permitted by law. For example, we may provide information to:

- Outside companies to perform services on our behalf, such as data analyses, bill payment and collection services;
- Government and administrative entities to respond to subpoenas, search warrants, orders and audits;
- Reinsurers and financial auditors;
- Another party, or its representative, involved in the purchase, sale or merger of all or part of HCCS and its affiliates.

Whatever the reason for sharing information, we require strict confidentiality by the receiving parties and limit the use of the information to the purpose for which it was disclosed. 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.

## **Notice of Information Practices**

In some circumstances, it may be necessary for HCCS to collect additional information about you from third parties. For example, HCCS may collect your credit history from consumer reporting firms.

In certain situations, in order to correctly underwrite your bond, it may be necessary for HCCS, without your authorization, to disclose some of the personal or privileged information we collect about you to third parties. For example, in order to conduct our business we must exchange some information about you with our underwriters and claims representatives and with other insurance companies that may reinsure your bond or with whom you have had other insurance policies.

Of course, you have the right to have access to the information collected about you contained in our file, as well as the right to request that we correct, amend, or delete information that you feel is incorrect. If we agree with you, we will correct our information and reconsider our decision. If we disagree, you may submit a brief statement explaining what you feel is the correct information. We will include your statement in our file.

You also have the right to a more detailed statement and description of HCCS's information practices. If you would like HCCS to provide you with such a statement, please write us at: HCC Surety Group, 601 S. Figueroas Street, Suite 1600, Los Angeles, CA 90017.