

## LOST NOTE / DEED BOND APPLICATION

Applicant _____	Social Security Number _____
Spouse _____	Day Phone _____
Address _____	Evening Phone _____
Occupation _____	Own a Home? _____ Equity in Home \$ _____
<b>NOTE INFORMATION</b>	
Maker (Trustor) _____	
Beneficiary _____	
Amount _____	Date Made _____ Date Payable _____ Date Paid _____
<b>TRUST DEED INFORMATION</b>	
Trustee: _____	
Recorded in _____	County on _____ in Book _____ Page _____
<b>ESCROW INFORMATION</b>	
Escrow Company _____	File (Escrow) No. _____ Phone No. _____
<b>BOND INFORMATION (Note: Bond amount is determined by the Trustee, not the surety or escrow company.)</b>	
1. If note is paid, and evidence of payment is provided, premium is \$15.00 per \$1,000. of bond amount.	\$ _____ (bond amount) x 1.5% = \$ _____ (premium)
2. If note is unpaid, premium is \$40.00 per \$1,000. of bond amount.	\$ _____ (bond amount) x 4% = \$ _____ (premium)
3. If bond is to facilitate foreclosure, premium is \$20.00 per \$1,000. of bond amount.	\$ _____ (bond amount) x 4% = \$ _____ (premium)
(Minimum Premium \$100.00)	
Summarize the facts related to the loss of the note.	

**Please provide the following additional items:** 1. A copy of a recent Preliminary Title Report on the property, 2. A copy of the note if available, 3. If available, send copies of canceled checks, payment books, etc., that prove that payment was made, 4. A check for the bond premium.

FINANCIAL STATEMENT AS OF \_\_\_\_\_, 20 \_\_\_\_\_

Cash in Bank _____	Bank Loan _____
Securities (Marker) _____	Borrowed on Securities _____
Accounts Receivable _____	Accounts Payable _____
Notes Receivable _____	Notes Payable _____
Real Estate _____	Mortgage of Real Estate _____
Cash Value of Life Insurance _____	Other Liabilities _____
Other Assets _____	
Total _____	Total _____

**Indemnity Agreement**

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Should American Contractors Indemnity Company ("Company") execute said bond the undersigned agree as follows:

1. To indemnify the Company and hold it harmless against all loss, liability, costs, and expenses of whatever kind and nature, including but not limited to, investigative, accounting, and the fees and disbursements of counsel which the Company sustains or incurs for or by reason of said bond.
2. If requested, to immediately place with the Company funds to meet any claim or demand before the Company makes payment.
3. To authorize the Company to adjust, settle, or compromise any claim or demand, suit or judgment upon said bond and to defend such suits and appeal such judgments.
4. To accept as prima facie evidence, voucher(s) and itemized statement(s) sworn to by officers of the Company in the event of payment(s) by the Company.
5. The Agreement shall bind the undersigned, their heirs, executors, administrators, successors and assigns.

**Signature(s) of Applicant(s) for bond:** \_\_\_\_\_

Date: \_\_\_\_\_

Applicant _____	Applicant _____
<b>AGENT INFORMATION</b>	
Name _____	Phone _____
Address _____	Fax _____
City, State, Zip _____	HCCS Producer No. _____

# 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, 9841 Airport Blvd., 9<sup>th</sup> Floor, Los Angeles, CA 90045.