

BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]

Crum & Forster Indemnity Company
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Email: CourtNotices@cfins.com
NAIC #31348

STATEMENT OF RIGHTS PURSUANT TO 11 NYCRR 28.17 AND 28.18

As an indemnitor and/or principal on the bail bond/s, the bail agent shall provide to each, as applicable, the following:

- (1) This is formal notice, that the principal is entitled to be released promptly from custody after the execution of an indemnity agreement or bail agreement.
- (2) Copies of all agreements and contracts that the principal and indemnitor sign, and all other documents and paperwork related to the terms and conditions of the bail at the time the agreements or contracts are signed.
 - (a) In particular, copies of the premium receipt showing what was charged and received by the bail agent and by whom and copies of the collateral receipt noting what was deposited and by whom with the bail agent. All collateral is to be held by or in the name of the Surety.
 - b) Complete copies of all records, receipts, and statements
- (3) The insurer or bail agent shall provide to the indemnitor, within 14 days of receipt of notice, a full refund of the premium paid if the principal is not released from custody or is released on the principal’s own recognizance or under non-monetary conditions. If there is more than one indemnitor, the amount refunded to each indemnitor shall be the amount that the indemnitor paid.
- (4) The principal and/or indemnitor/s are entitled to notice in writing, of any restrictions placed on the principal as a condition of the bail by the bail agent or Surety.
- (5) The principal and/or indemnitor/s are entitled to notice in writing, of the circumstance, if any, under which the bail agent would surrender the principal other than a forfeiture or exoneration.
- (6) The indemnitor/s are entitled to the return of the full pledged collateral unless there is a forfeiture.
- (7) The insurer and/or bail agent shall provide to the indemnitor prompt return of the collateral, when there has been an exoneration.
- (8) At or prior to the execution of an indemnity agreement or bail agreement, the payment of any premium, or the provision of any collateral, the bail agent shall provide each potential indemnitor with a written document advising that a principal and each indemnitor is entitled to:
 - (a) The full legal name of and contact information for the bail agent and insurer, including the name of the sub-licensee if the bail agent is a business entity, and the department license number of the bail agent and National Association of Insurance Commissioners number (“NAIC #”) of the insurer, with whom the potential indemnitor is dealing.
- (9) At the time of the execution of an indemnity agreement or bail agreement, a bail agent shall provide the information described in subdivision (8) of this section to each indemnitor at the time of the execution of an indemnity agreement or bail agreement and to the principal within a reasonable period of time after the principal is released from custody.
- (10) A bail agent shall provide the information in the principal language used in the discussions with the indemnitor or potential indemnitor and principal, if the superintendent has promulgated forms in that language. If the superintendent has not promulgated forms in that language, then the bail agent shall provide the forms in English.
- (11) The principal and/or indemnitor/s may file a complaint against the bail agent and/or insurer with the:

New York State Department of Financial Services at the following: Address - **1 State Street New York, NY 10004**
Website - **www.dfs.ny.gov/complaint** Consumer Hotline - **800.342.3736**

I/We acknowledge receipt of a copy of the Statement of Rights.

PRINCIPAL NAME - PRINT

INDEMNITOR NAME - PRINT

PRODUCER NAME - PRINT

DATE

PRINCIPAL - SIGNATURE

INDEMNITOR - SIGNATURE

PRODUCER - SIGNATURE