



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

2501 East Sahara Avenue, Suite 302
Las Vegas, Nevada 891044137
(702) 486-4009 • Fax (702) 486-4007
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

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Bail Agents May Not Collect or Charge Consumers to “Renew” Bail Bonds

The Division has learned that some bail agents may be charging consumers annual renewal premiums, fees, or rates for bail bonds that courts hold open for more than one year. As explained below, Nevada law prohibits bail agents from charging consumers to “renew” bail bonds.

Under the Nevada Insurance Code,

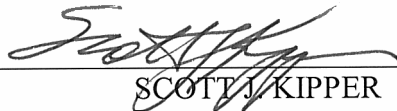
A bail agent shall not, in any bail transaction or in connection therewith, directly or indirectly, charge or collect money or other valuable consideration from any person except . . . [t]o pay the premium at the rates established by the insurer, in accordance with chapter 686B of [Nevada Revised Statutes (“NRS”)], or to pay the charges for the bail bond filed in connection with the transaction at the rates filed in accordance with the provisions of this Code. The rates must be 15 percent of the amount of the bond or \$50, whichever is greater.

Nev. Rev. Stat. § 697.300.1(a) (2003) (emphasis added). In addition to charging 15 percent of the amount of the bond or \$50, whichever is greater, bail agents may reimburse themselves for actual expenses incurred. Nev. Rev. Stat. § 697.300.1(c)–(d). The Insurance Code otherwise prohibits “any charge for the services of the [bail agent] in a bail transaction in addition to the premium or the charge for a bail bond at the rates filed . . .” Nev. Rev. Stat. § 697.310 (1997).

Nevada law is specific as to what bail agents may collect or charge in bail transactions, and it specifically limits what may be charged for a bail bond to 15 percent of the bail bond amount or \$50, whichever is greater. No additional charges are allowed. Bail contracts or agreements

cannot require consumers to pay annual renewal premiums, rates, fees, or charges when the law clearly prohibits any such charge for the bail bond. Moreover, Nevada law clearly establishes that a bail bond remains in effect until it is ordered exonerated or forfeited by a court regardless of how long the bail bond is pending. Thus, a bail bond is not subject to renewal terms or payments. As a result, collecting or charging, attempting to collect or charge, or claiming a right to collect or charge a “renewal” premium, rate, fee, or other payment under the guise of renewing a bail bond is prohibited.

See Nev. Rev. Stat. §§ 697.300, -.310; Op. Att’y Gen. BGA 2013-06 (July 24, 2013). See also Nev. Rev. Stat. § 178.502.



SCOTT J. KIPPER
Commissioner of Insurance