

# Agent's E&O Program – Outline of Coverage

## Policy Period:

January 1, 2017 to January 1, 2018

**Insurer:** Aspen American Insurance Company  
Member of The Aspen Group Aspen American Insurance Company an admitted carrier.

Rated A (Excellent) XV, by A.M. Best Company

*The information obtained from A.M. Best dated November 11, 2016 is not in any way CalSurance Associate's warranty or guaranty of the financial stability of the Insurer and the information is current only as of the date of the publication.*

**Policy Number:** LRAH2K16A0B

## Risk Purchasing Group Membership:

By applying for this insurance, Agents are applying for membership in the Financial Sales Professionals Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). There is no additional charge for membership.

## Limit of Liability:

\$1,000,000 Each Claim/\$1,000,000 Aggregate; or  
\$1,000,000 Each Claim/\$2,000,000 Aggregate; or  
\$1,000,000 Each Claim/\$3,000,000 Aggregate; or  
\$2,000,000 Each Claim/\$2,000,000 Aggregate

## Deductible (Damages and Claims Expenses):

\$500 per Claim on products of AmeriLife, waived for the first claim;  
\$1,500 per Claim on Outside Products;  
\$5,000 per Claim on Series 6 Claims  
The Deductible applies to Damages only

**Defense Costs:** Defense costs are outside the Limit of Liability

**Retroactive Date:** The inception date of the Agent's first claims-made life insurance agent's professional liability policy from which coverage has been maintained in force without interruption.

## Insured:

- 1) Agents Affiliated with AmeriLife or subsidiaries who have enrolled in the program and paid their premiums.
- 2) An entity owned and controlled by an Agent, arising solely from the performance of Professional Services provided by the Agent;
- 3) An employee acting in his or her capacity as such on behalf of an Agent, arising solely from the performance of Professional Services by the Agent;
- 4) The legal heir, executor, administrator or legal representative of an Agent in the event of such Agent's death, incapacity or bankruptcy;
- 5) The lawful spouse or domestic partner of any individual which qualifies as an Insured under Sub-sections 1., 3., or 4., above, for a Claim arising solely out of spousal or domestic partner status, and not out of any alleged independent wrongful acts, of such individual;
- 6) AmeriLife agencies on file with the company; or
- 7). The Sponsoring Company, but only for its vicarious liability for the covered acts of an Agent.

## Coverage:

The Insurer shall pay on behalf of the Insured all sums in excess of the deductible which the Insured shall be legally obligated to pay as Damages resulting from Claims first made for any actual or alleged wrongful act, error or omission solely while performing Professional Services for others, including Personal Injury.

## Professional Services *(Note: Coverage is dependent upon coverage level selected during enrollment – see form):*

The solicitation, sale or servicing of:

- a) Individual or group accident or health insurance, Medicare Supplement, Medicare Advantage (including Medicare Part D), disability insurance, and senior dental insurance;
- b) Final expense and guaranteed final expense;
- c) Long term care insurance;
- d) Fixed life or annuity insurance;
- e) Indexed Annuities;
- f) Mutual Funds and Variable Annuities;
- g) Providing financial planning services solely in connection with the products sold in Sub-sections a – f.

## Coverage Extensions:

- Disciplinary Proceedings
- Subpoena Compliance
- Privacy Breach

## Extended Reporting Period:

If, during the Policy Period, the Sponsoring Company terminates an Agent's contract for non-disciplinary insurance for such Insured shall continue until the end of this Policy Period. The agent shall have a period of 60 days after the end of the policy period to report claims arising from a wrongful acts committed after the retroactive date and prior to the end of the policy period. If the agent is terminated for disciplinary reasons coverage shall cease upon date of termination.

If, during the Policy Period, an Agent retires or becomes disabled or deceased, the Agent or its legal representative shall be provided, at 200% of the premium, a 1 -year automatic Extended Reporting Period. In addition, optional Extended Reporting Period options are available for additional premium for 3 years, 5 years or an unlimited period of time.

## Claims Administrator:

Lancer Claims Services  
A Division of Brown & Brown Program Insurance Services, Inc.  
681 S. Parker St. #300, Orange, CA 92869  
(800) 821-0540

## Program Administration:

CalSurance Associates  
A Division of Brown & Brown Program Insurance Services, Inc.  
Domiciled in California  
CA License #0B02587

Please review the attached program materials. A complete copy of the specimen policy is available by calling 888-848-4955 or by visiting [www.calsurance.com](http://www.calsurance.com)  
This document is a summary of the coverage provided. All statements contained herein are subject to all terms, Conditions and Exclusions of the actual policy.

## EXCLUSIONS

This Policy does not apply to any Claim based upon, arising out of, directly or indirectly, or in whole or in part, or in any way involving:

- A. Any intentional wrongdoing, fraud, dishonesty, or malicious Wrongful Acts by an Insured, if a judgment or other final adjudication adverse to the Insured establishes such conduct, or if the Insured admits to such conduct. The Company shall continue to defend the Insured, if these allegations arise out of Wrongful Acts otherwise covered under this Policy, but the Insured shall reimburse the Company for Claims Expenses if such conduct is established as a matter of fact in a civil, arbitration, criminal or other proceeding, or is admitted to by an Insured.
- B. Any Claim brought or maintained, directly or indirectly, by or on behalf of any:
  - 1) Insured; provided that this Exclusion shall not apply to any alleged Wrongful Termination;
  - 2) Company or Broker-Dealer;
  - 3) Insurance agent or broker;
  - 4) Entity that is not a client of an Insured; provided that this Exclusion shall not apply to any Claim brought by an entity who is a beneficiary, heir, executor, conservator, or administrator of a deceased client of an Insured, and it shall further not apply to any alleged Wrongful Termination;
  - 5) Entity:
    - a. Wherein the Insured has a Controlling Interest;
    - b. In which the Insured is:
      - i. An Officer;
      - ii. A director; or
      - iii. A partner; or
    - c. Which wholly or partly owns, operates, or manages the Insured;
  - 6) Governmental or quasi-governmental entity, or Self-Regulatory Organization including, but not limited to, any state or federal insurance or securities commission or agency, or the Financial Industry Regulatory Authority or the Securities and Exchange Commission; provided that this Exclusion shall not apply to a Claim brought by or on behalf of such entity in its capacity as a client of an Insured and does not limit the availability of coverage pursuant to Section II. A. EXTENSIONS OF COVERAGE.
- C. Any fact, circumstance, situation, transaction, event or Wrongful Act that, before the Inception Date set forth in Item 2.(A) of the Declarations, was the subject of any notice given under any insurance policy issued by any insurer or any policy of which this Policy is a direct or indirect renewal or replacement.
- D. Any Claim, demand, suit, litigation or other proceeding pending against, or order, decree or judgment entered for or against any Insured which was pending on or existed prior to the Inception Date set forth in Item 2.(A) of the Declarations, or the same or substantially the same facts, circumstances, situation or allegations underlying or alleged therein.
- E. Any actual or alleged services as an accountant, tax preparer or advisor, actuary, architect, engineer, lawyer, estate agent or broker, property or casualty insurance agent, title insurance agent, or third-party claims administrator.
- F. Any actual or alleged placement of a client's coverage or funds directly or indirectly with any entity which is not licensed to conduct business in the state or jurisdiction with authority to regulate such business; provided that this Exclusion shall not apply to the placement of client's coverage or funds directly or indirectly with an eligible surplus lines insurer in the state or jurisdiction with authority to regulate such business.
- G. Any actual or alleged ownership, formation, sale, servicing, operation, or administration of claims for any insurance company, health maintenance organization, preferred provider organization, captive, risk retention group, self-insurance group/program, purchasing group, Professional Employer Organization (PEO), or any pool syndicate, association or other similar group combination formed for the purpose of providing insurance or benefits.
- H. Any actual or alleged sale, servicing, or administration of, or advice or planning with respect to, any Multiple Employer Welfare Arrangement.
- I. Any pension, profit sharing, health, welfare or other employee benefit plan, insurance plan or trust, organized for the benefit of employees of any Insured.
- J. Any financial inability or refusal to pay, insolvency, receivership, conservatorship, bankruptcy, or liquidation of any entity in which an Insured has placed or recommended to be placed, coverage or the funds of a client; provided that this Exclusion shall not apply to any insurer that was Rated A- or better by A.M. Best at the time of the Insured's acts.
- K. Any actual or alleged liability of others assumed by an Insured under any written or oral contract or agreement, provided that this Exclusion shall not apply to the extent that the Insured would have been liable in the absence of such contract or agreement.
- L. The Insured making representations, promises or guarantees as to the future value of any investment including but not limited to, representations, promises or guarantees as to interest rates, fluctuation in interest rates, future premium payments or market value(s).
- M. Any actual or alleged gaining of personal profit or advantage to which an Insured is not legally entitled.
- N. Any disputes involving an Insured's commissions, fees, charges, entitlements or other compensation.
- O. Any actual or alleged commingling, conversion, misappropriation, or defalcation of any funds by any Insured.
- P. Any actual or alleged willful violation of the rules or regulations of the Financial Industry Regulatory Authority, Securities and Exchange Commission, Securities Act of 1933, Securities Exchange Act of 1934, Investment Company Act of 1940, and any amendments thereto, or of any state securities statute or state regulatory agency.
- Q. Any Securities.
- R. Any insurance or financial product owned in whole or in part by an Insured.
- S. Any structured settlements; provided that this Exclusion shall not apply to an underlying covered product.
- T. Any promissory notes, commodities, futures contracts, or option contracts.
- U. Any viatical or life settlements, reverse mortgages, or any similar product in which the present value of a condition contract is exchanged or sold.
- V. Any "Stranger Originated Life Insurance (STOLI)" or "Speculator Initiated Life Insurance (SPINLIFE)" or any other type of policies where the purchaser of the life product does not have an insurable interest in the Insured under such life product.
- W. Any accident and/or health insurance products sold into or part of an IRS Section 412(i) and/or 419 plan or the tax status or lack of eligibility relative to any IRS or other governmental ruling concerning IRS Section 412(i) p 419 plans.
- X. Any bodily injury, including sickness, injury, disease or death of any person; or injury to or destruction of any tangible property, including loss of use thereof.
- Y. Any actual or alleged discrimination, harassment, or misconduct:
  - 1) By an Insured because of race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, marital status, or any other class protected under the federal, state, local or other law; or
  - 2) By an employee, former employee, or job applicant of an Insured in their capacity as such
- Z. Any actual or alleged infringement of copyright; plagiarism, piracy or misappropriation of ideas; or infringement of title, slogan, trademark, trade name, trade dress, service mark or service name; or any patent or trade secret; or any unfair competition, deceptive advertising, anticompetitive acts, restraint of trade, price fixing, or antitrust.
- AA. Any allegation of a pattern or practice of wrongful act or conduct by the Sponsoring Company including, but not limited to, any class action allegation.
- BB. Any actual or alleged violation of:
  - 1) The Telephone Consumer Protection Act (TSPA), including any amendment of or addition to such law,
  - 2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law, or
  - 3) Any statute, ordinance or regulation other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.
- CC. Any notary services performed in the absence of the physical presence of the person whose signature is notarized.
- DD. Any actual or alleged design of any employee benefit plan.