



American
Benefits
Exchange

CalSurance®

(888) 848-4955

M-F • 7:00 AM - 5:00 PM PST

681 S. Parker St., Suite 300

Orange, CA 92868

Welcome to the Group Sponsored Errors & Omissions Program

The Group Sponsored Errors & Omissions Program is designed exclusively for Agents affiliated with American Benefits Exchange. All of the information that you need in order to obtain professional liability insurance is available at calsurance.com/alabe



Here are just some of the features of this top rated E&O program:

- Multiple Coverage Options Available - purchase only what you need
- Multiple Limits of Liability Options Available
- No Policy Aggregate, you do not share your limit with other enrolled agents!
- Defense Costs are Outside the Limit!
- Deductible as low as \$0 per claim on products of American Benefits Exchange!
- First Dollar Defense - Your deductible applies to loss payment only, not defense costs.
- Retroactive Date - Date of Agent's first continuously maintained Life Agents E&O Policy
- Additional Enhancements:
 - Regulatory Defense \$25,000 per agent
 - Enhanced Cyber Liability coverage up to \$150,000 per agent
 - Insolvency carveback for any Life & A&H Insurance Companies rated "B" or better by A.M. Best

Enroll Online TODAY at: www.calsurance.com/alabe

Should you have any questions about this program, please call or email us at:

Phone: (888) 848-4955 or info@calsurance.com

Agent's E&O Program – Outline of Coverage

Policy Period: January 1, 2021 to January 1, 2022

Insurer: Markel American Insurance
Admitted carrier

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

The information obtained from A.M. Best dated September 11, 2020 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: MKLM7PLCA00037

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:

\$0 per Claim on Products of AmeriLife;
\$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 Company shall pay on behalf of the Insured all sums in excess of the Deductible set forth in Item 4 of the Declarations which the Insured shall become legally obligated to pay as Damages and Claims Expenses resulting from Claims first made against the Insured during the Policy Period, or Extended Reporting Period, if applicable, as a result of a Wrongful Act by an Insured, provided that:

Coverage: (continued)

1. The Wrongful Act was first committed on or after the Retroactive Date and before the expiration of the Policy Period;
2. No Insured gave notice to any prior insurer of such Wrongful Act;
3. The Insured reported such Claim in writing to the Company, as soon as practicable, during the Policy Period, but in no event later than sixty (60) days after expiration or termination of this Policy, or during the Extended Reporting Period, if applicable;
4. Prior to the Inception Date of this Policy, no Insured knew or could have reasonably foreseen that such Wrongful Act might give rise to a Claim; and
5. There is no other policy or policies which provide insurance for such Wrongful Act.

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

The solicitation, sale or servicing of:

- 1) Individual or group accident or health insurance, Medicare Supplement, Medicare Advantage (including Medicare Part D), and disability insurance;
- 2) Final expense and guaranteed final expense;
- 3) Long term care insurance;
- 4) Fixed life or fixed annuity insurance;
- 5) Mortgage Life Insurance;
- 6) Disability Insurance;
- 7) Life Insurance;
- 8) Fixed and Indexed Annuities; and
- 9) Variable annuities, variable life insurance, or flexible and scheduled premium annuities sold through a Broker-Dealer.
- 10) Defined Contribution Health Insurance Plans (\$250,000 sublimit applies)

Professional Services also means the solicitation, sale or servicing of a life insurance policy approved by the Sponsoring Company or a subsidiary in which the premium was paid for, in whole or in part, by or through any premium finance mechanism or any premium finance company provided, however, that the death benefits of such life insurance policy are \$10,000,000 or less (\$250,000 sublimit applies).

Coverage Extensions:

- Subpoena expense (\$10,000 sublimit)
- Privacy and Network Security Coverage (\$150,000 sublimit)
- Fraudulent Wire Transfer (\$100,000 sublimit)

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 have the option to purchase an Extended Reporting Period of 3 years, 5 years or an unlimited period of time for an additional premium

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.
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Please review the policy and program materials. A complete copy of the specimen policy is available by calling 800-745-7189 or by visiting www.calsurance.com/alabe. 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. In all circumstances the actual policy language will prevail.

EXCLUSIONS, including but not limited to:

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:

This Policy shall not apply to, and the Insurer shall pay neither Damages nor Claim Expenses for, any Claim:

- A. For any actual or alleged sickness, disease, death or other bodily injury, including, but not limited to, emotional distress and mental anguish, or damage to or destruction of property, including loss of use thereof;
- B. Against an Insured:
 - 1. By or on behalf of any other Insured, any enterprise that owns, operates or controls an Insured or any enterprise that an Insured owns, operates or controls, provided, however, that this Exclusion shall not apply to any Claim otherwise covered under Section I – Insuring Agreement B. Managing Agents Management Liability;
 - 2. By or on behalf of any individual, company or entity that is not a client of the Insured, including, but not limited to, an insurance company or insurance agent or broker; provided, however, that this exclusion shall not apply to a Claim brought by or on behalf of an actual or alleged beneficiary of a product referenced in Paragraph 1. of Definition P. Professional Services above;
- C. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
 - 1. Any Wrongful Act or Management Wrongful Act alleged in any Claim which has been reported, or any circumstance of which notice has been given, prior to the Policy Period, or before the effective date of the Insured’s enrollment for coverage, under any other policy; or
 - 2. Any other Wrongful Act or Management Wrongful Act, whenever occurring, which together with a Wrongful Act or Management Wrongful Act which has been the subject of such Claim or notice, would constitute Interrelated Wrongful Acts or Interrelated Management Wrongful Acts, regardless of the legal grounds upon which such Claim is predicated upon any:
 - a. Claim, demand, suit, proceeding or investigation of which the Insured had knowledge, pending on or prior to the inception date of the Policy Period, or before the effective date of the Insured’s enrollment for coverage hereunder; or
 - b. Fact, matter, circumstance, situation, transaction or event underlying or alleged in such demand, suit, proceeding, Claim or investigation, regardless of the legal grounds upon which such Claim is predicated;
- D. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any:
 - 1. Actual or alleged dishonest, purposeful, malicious, fraudulent or criminal act or willful violation of any federal, state or local statute, by, at the direction of or with the knowledge of any Insured; or
 - 2. Gaining of profit, remuneration or monetary advantage to which an Insured is not legally entitled.However, the Insurer shall continue to defend a Claim alleging any of the foregoing conduct until there is a judgment, final adjudication, adverse admission or finding of fact against any Insured as to such conduct, at which time the Insured shall reimburse the Insurer for the costs of defending the Claim. Moreover, an actual or alleged dishonest, purposeful, malicious, fraudulent or criminal act or willful violation of any federal, state or local statute of one Agent or Managing Agent will not be imputed to another Agent or Managing Agent;
- E. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged conversion, commingling, use, handling, entrustment, safeguarding, inability to pay or failure to pay premiums, funds or any form of money;
- F. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged liability of others assumed by any Insured under an agreement, contract, guarantee or warranty unless the Insured would be liable in the absence of such agreement, contract, guarantee or warranty;
- G. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged rendering of services as an actuary, accountant, attorney, real estate agent, real estate broker, third-party claims administrator, property and casualty agent or broker or expert witness, regardless of whether such services are incidental to the rendering of Professional Services; however, this exclusion shall not apply to tax advice provided to a client as a necessary part of rendering Professional Services;
- H. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged placement of a client’s coverage or funds, directly or indirectly with any organization, entity or vehicle of any kind, nature or structure which is not licensed or authorized to do business in the state or jurisdiction with authority to regulate such business; however, this exclusion shall not apply to a Claim based upon or arising out of the placement of insurance or coverage with an eligible surplus lines insurer in the state or jurisdiction with authority to regulate such business;
- I. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged insolvency, receivership, conservatorship, liquidation, bankruptcy, failure or inability to pay of any company, organization, entity, vehicle or arrangement of any nature in which an Insured placed, recommended to be placed or obtained coverage or in which an Insured placed, recommended to be placed funds or an investment of any nature; however, this exclusion shall not apply to a Claim based upon or arising out of the placement, recommendation for placement or obtaining coverage with an insurance company rated by A.M Best’s as B+ or better at the time when coverage is placed, recommended or obtained;
- J. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any pension plan, profit sharing plan, health and welfare or any other employee benefit plan or trust sponsored by an Insured, in which an Insured is a participant, trustee or named fiduciary;
- K. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any pension plan, profit sharing plan, health and welfare or any other employee benefit plan or trustor which are self-funded, in whole or in part;
- L. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any ownership, formation, operation or administration of any insurance company, captive, risk retention group, self-insurance program or purchasing group;
- M. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged:
 - 1. Unfair competition;
 - 2. Anti-competitive acts;
 - 3. Restraint of trade;
 - 4. Price fixing;
 - 5. Monopolization;
 - 6. Misuse of confidential or proprietary information;
 - 7. Copyright, patent, trade mark or trade secret infringement;
 - 8. Piracy, theft or conversion of ideas, employees, contacts or business methods; or
 - 9. Illegal, improper or deceptive advertisement;
- N. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged actual or alleged discrimination or harassment in any form or manner;

- O. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any failure, malfunction or breakdown of any computers, electrical, electronic or mechanical systems or machines;
- P. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged notarization of documents without authorization or without the signatory's actual presence before an Insured;
- Q. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged guarantee, promise or warranty as to interest rates, market values, earnings, future values or future premiums or payments in connection with variable life insurance, variable annuities, scheduled premium annuities, mutual funds or Securities;
- R. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any Securities (other than variable life insurance, variable annuities and mutual funds) that were not authorized or approved by and actually processed through the Broker/Dealer;
- S. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any function of an Insured as a specialist or market maker for any Securities, an Insured failing to make a market for any Securities, or the purchase, sale or failure to sell Securities when the Insured is a specialist or market maker for such Securities;
- T. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving an Insured's actual or alleged exercise of discretionary authority over a client's assets, funds or liabilities, undertaking of trades or transactions on a discretionary basis or any trading or transactions without the express authority of a client; however, this exclusion shall not apply to an Insured providing asset allocation services pursuant to a written contract for a client's account that is funded exclusively with no-load mutual funds, no-load variable annuities, no-load variable life insurance or any investment for which no Insured received a commission;
- U. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
 - 1. Promissory notes, viatical or life settlements, or any Securities backed by either viatical or life settlements;
 - 2. Commodities, commodity futures and option contracts, except for option contracts that are covered by ownership of the underlying Securities, cash or cash equivalent, not including margin;
 - 3. Any "junk bonds" or "high yield bonds" (for purposes of this exclusion, "junk bonds" or "high yield bonds" mean bonds which, at the time of purchase or sale were unrated or rated as below investment grade by any rating agency, including, but not limited to, Moody's bonds of Ba or lower or S&P bonds of BB or lower);
 - 4. Any Securities sold exclusively outside of the United States of America or Canada;
 - 5. Actual, attempted or threatened mergers, acquisitions, divestitures, tender offers, proxy contests, leveraged buy-outs, going private transactions, reorganizations, capital restructuring, recapitalization, fairness opinions, spin-offs, primary or secondary offerings of Securities (regardless of whether the offering is a public offering or a private placement) or other efforts to raise or furnish capital or financing for any company, corporation, enterprise or entity or disclosure requirements in connection with any of the foregoing, as well as any other investment banking activities;
 - 6. Structured settlements; however, this exclusion shall not apply to a Claim arising out of or based upon the sale or servicing of the underlying product, if otherwise covered by this Policy; and
 - 7. Any Securities that are wholly or partially owned by any Insured;
- V. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving actual or alleged use or disclosure, aiding or abetting use or disclosure or participation after the fact in use or disclosure of non-public or insider information as prohibited by any federal, state or local laws, statutes, regulations or ordinances, including but not limited to, the Insider Trading and Securities Fraud Enforcement Act of 1988, Section 10(b) of the Securities Exchange Act of 1934 and Securities Exchange Commission Rule 10b-5 thereunder;
- W. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving, actual or alleged advice, consultation or recommendations of any type of mortgage, including, but not limited to, a reverse mortgage, regardless of whether an incidental part of the rendering of Professional Services.

By purchasing this insurance, agents become members of 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.

Instructions..... ALL sections must be completed. Incomplete forms will take additional time to process. Please allow up to ten (10) business days for processing.
 Return this form along with payment to: CalSureance Associates, P.O. Box 7048, Orange, CA 92863-7048
Coverage Questions.....Call CalSureance Associates at (800) 745-7189 or email at info@calsurance.com
Certificates of Insurance.....Go on-line: www.calsurance.com - Certificate Reprinting - Sponsoring Group - AmeriLife Holding LLC

Section 1 - Eligibility Questions
 You must be able to answer "NO" to proceed with this form.

- Do you have pending or paid E&O claim(s) in the past five (5) years or are you aware of any incident(s) or circumstance(s) that may give rise to an E&O claim? (Note: any such potential claims not already reported to your current E&O carrier are excluded from the proposed coverage and should be reported to your current E&O carrier immediately) Yes No
- Have you ever been the subject of a reprimand or disciplinary action or criminal action by any federal, state or local authority, or by any self-governing regulatory body or bodies as a result of your professional services?
 Yes No

Section 3- Effective Date and Amount Due

Effective Date of Coverage - **01** - **2021**

NOTICE: Effective date of coverage cannot be backdated to a prior month.

Limits Each Claim/Agent Aggregate (Select One)

\$1,000,000/\$1,000,000;
 \$1,000,000/\$2,000,000;
 \$1,000,000/\$3,000,000; or
 \$2,000,000/\$2,000,000

Coverage (Select One)

Level A: Sale & Servicing of Final Expense, Mortgage Life, Medicare Supplement/Advantage Insurance, LTC, Disability, Health Insurance, Life Insurance, Fixed and Indexed Annuities.
 Level B: Level A plus Series 6
 Level C: Medicare Advantage/Supplement & Final Expense Only
 Level D: Level A New Agents Coverage (if licensed less than 2 years)

Total Amount Due (from Premium Matrix): \$

(Please refer to the "Outline of Coverage" for coverage level details.)

Section 2 - Your Information (Please Print Clearly)

First Name Last Name

Street Address

City State Zip Code

Contact Phone Number - -

Email

Section 4 - Payment

Check or Money Order: Check made payable to CalSureance Associates for the total amount due.

Other payment options including installments by credit card or ACH (Debit/Checking) are available online at: www.calsurance.com/alabe

Section 4-Warranty Statement (Signature Required)

NOTICE: I must be currently affiliated with American Benefits Exchange to be eligible for this program. Otherwise, I will not be considered an Insured under this program and no claims made against me will be covered.

I warrant that I am affiliated with American Benefits Exchange.

NOTICE: This is a claims made and reported policy. If I have knowledge of any claim or incident that could give rise to a claim under the proposed policy and any claim or action arises therefrom, it is excluded from coverage for which this form applies. A potential gap in coverage may occur if I elect an effective date that is not continuous with my prior expiration date, if any, and may result in the denial of a claim.

I warrant that I have no knowledge of any pending claim or incident that could give rise to a claim under the proposed policy.

I acknowledge that the specimen policy and program materials have been delivered to me via www.calsurance.com/alabe and I have reviewed these documents prior to enrolling in the program.

I warrant and represent that the above statements are true and that I have not suppressed or misstated any material facts and I agree that this application shall be the basis of the contract with the company issuing the policy. It is understood that completion of this application does not bind the company to issue nor the applicant to purchase the insurance.

Claims Expenses are included within the limits of liability applicable to the coverage provided by this Policy. Claim Expenses paid under this Policy will reduce the available limits of liability. To the extent that Policy limits are thereby exceeded, the Company shall not be liable for Claims Expenses or for the amount of any judgement or settlement.

This Notice forms a part of your insurance Policy.

I have read and acknowledge the above Notice and am aware that this Policy has Claims Expenses included in the Company's limits of liability.

Signature (Required) Today's Date



American Benefits Exchange ENROLLMENT PREMIUM TABLE

Policy Period: January 1, 2021 to January 1, 2022

LEVEL	Limit Each Claim/ Annual Aggregate	Rate
Level A	\$1,000,000/\$1,000,000	\$421
Level A	\$1,000,000/\$2,000,000	\$456
Level A	\$1,000,000/\$3,000,000	\$461
Level A	\$2,000,000/\$2,000,000	\$496
Level B	\$1,000,000/\$1,000,000	\$486
Level B	\$1,000,000/\$2,000,000	\$531
Level B	\$1,000,000/\$3,000,000	\$536
Level B	\$2,000,000/\$2,000,000	\$576
Level C	\$1,000,000/\$1,000,000	\$301
Level D	\$1,000,000/\$1,000,000	\$396

Rates include administration and sponsor affiliation fee.