

# Take a Look...



## Enroll Online Today!

[www.calsurance.com/amg](http://www.calsurance.com/amg)

**E&O Coverage Available for  
Agents Affiliated with  
AmeriLife Marketing Group, LLC**

**Two Limits Available:**

**\$1,000,000 per Claim/  
\$1,000,000 Aggregate each Agent**

**or**

**\$1,000,000 per Claim/  
\$2,000,000 Aggregate each Agent**

**Low Premiums!**

**For answers to your questions call:**

Brown & Brown of California, Inc. dba CalSurance Associates  
Monday through Friday ... 7:00 a.m. to 5 p.m. (PST)  
Phone: (800) 745-7189  
Fax: (800) 607-6875  
or email to [info@calsurance.com](mailto:info@calsurance.com)

Producer: Brown & Brown of California, Inc. dba CalSurance Associates  
(dba CalSurance Brokerage in New York)  
California License # OB02587

**Agents Affiliated with  
AmeriLife Marketing Group, LLC  
E&O Program - Outline of Coverage**

**Policy Period:** July 1, 2011 to July 1, 2012

**Insurer:**

American Automobile Insurance Company  
A Fireman's Fund Insurance Company  
2011 A.M. Best's A (Excellent): XV

"The information obtained from A.M. Best dated December 23, 2010 is not in any way CalSurance's warranty or guaranty of the financial stability of the insurer in question, and that the information is current only as of the date of publication."

**Policy Number:** ME07318442

**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 3901et seq.). There is no additional charge for this membership.

**Limit of Liability (including Defense Costs):**

\$1,000,000 Each Claim  
\$1,000,000 Aggregate Each Agent  
or  
\$1,000,000 Each Claim  
\$2,000,000 Aggregate Each Agent

**Deductible (Damages and Defense):**

\$1,500 Each Claim

**Retroactive Date:**

Date of first continuous claims made Life Insurance Agents' Errors & Omissions Liability Policy

**Eligible Participants/Named Insured:**

Agents affiliated with AmeriLife Marketing Group, LLC

**Additional Insureds:**

Insured Agent's Business Entity	Partners
Administrators	Officers
Heirs/Executors	Directors
Employees of Agents	

**Coverage:**

Acts, errors or omissions arising out of the rendering of or failure to render Professional Services

**Professional Services:**

Sales and/or servicing of:

Life Insurance (other than variable)  
Fully Insured Group Employee Benefit Plans, but not including Group or Ordinary Pension or Profit Sharing Plans, IRA, Keogh Plans, 401(b), 501(b) 412(i) or 419 Plans.  
Accident & Health Insurance (includes major and individual medical plans other than partially self-funded or self-funded plans)  
Medicare Supplemental Insurance (Including Medicare Advantage)  
Disability Income Insurance  
Long Term Care Insurance  
Annuities (Fixed)  
Expert Witness Testimony  
Providing advice, consultation and administration of above products, whether or not a fee is charged  
Assisting a client in obtaining premium financing  
Supervision/Training of other agents affiliated with the Sponsor  
Notary Public  
(related to the above products)

**Extended Reporting Period:**

If an agent's affiliation with AmeriLife Marketing Group, LLC terminates for any reason, other than for cause, coverage continues until the expiration of the policy period.

If such termination is in conjunction with retirement, disability or death, the following ERP options are available for purchase:

- 1 year at 100% of expiring annual premium;
- 2 years at 150% of expiring annual premium;
- 3 years at 200% of expiring annual premium;
- 4 years at 250% of expiring annual premium;
- 5 years at 300% of expiring annual premium; or
- 10 years at 500% of expiring annual premium.

**Claims Administration:**

Lancer Claim Services  
681 S. Parker Street  
Suite 300  
Orange, CA 92869  
(800) 821-0540

**Program Administration:**

Brown & Brown of California, Inc. dba CalSurance Associates  
(dba CalSurance Brokerage in New York)  
California License Number 0B02587

This document is a summary of the coverage provided. All statements contained herein are subject to all of the terms, Conditions, and Exclusions of the actual Policy. A copy of the policy is available at [www.calsurance.com/amg](http://www.calsurance.com/amg)

**Exclusions (including, but not limited to):**

We shall not be liable to make any payment for Loss in connection with any Claim:

- A. Based upon or arising out of any dishonest, fraudulent, criminal, malicious, intentional or willful act or omission by any **Insured** or any loss expected or intended by any **Insured**; provided, however, this exclusion shall not apply unless there is a judgment, final adjudication or admission adverse to such **Insured** establishing that such **Insured** committed such conduct;
- B. Based upon or arising out of any **Insured** gaining in fact any personal profit or advantage to which such **Insured** was not legally entitled;
- C. Based upon, arising out of or in any way involving:
  - 1. Bodily injury, including sickness, injury, disease or death of any person; provided, however, this exclusion shall not apply to emotional distress or mental anguish solely based upon or arising out of the **Insured's** rendering of or failure to render **Professional Services**; or
  - 2. Damage to or destruction of any property, including loss of use thereof;
- D. Based upon, arising out of or in any way involving any actual or alleged infringement of copyright, patent, trademark, trade name, trade dress, service mark or misappropriation of ideas or trade secrets, piracy or plagiarism;
- E. Based upon, arising out of or in any way involving:
  - 1. Any pension, welfare or benefit plan organized for the benefit of employees of the **Insured**; or
  - 2. Any **Insured's** obligations or services as a fiduciary or trustee under the Employee Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Pension Benefits Act, including any rules or regulations promulgated under any of the foregoing, or any similar provisions of any state statutory law or common law;
- F. Based upon, arising out of or in any way involving any **Insured's** actions, activities, responsibilities or duties as a third party administrator of any plan, whether insured or self insured;
- G. Based upon, arising out of or in any way involving any:
  - 1. Liability of others assumed by any **Insured** in a written or oral contract or agreement; or
  - 2. Actual or alleged liability of any **Insured** under any written or oral contract or agreement;  
Provided, however this exclusion shall not apply to liability of any **Insured** which would exist in the absence of such contract or agreement;
- H. Based upon, arising out of or in any way involving any actual or alleged warranty, promise, guarantee or representation as to the value or yield of any Covered Products or as to non-guaranteed interest rates or future premium payments;
- I. Based upon, arising out of or in any way involving any actual or alleged:
  - 1. Liability for any employment-related practices, acts or omissions, whether in violation of contract or statutory or common law, including without limitation: refusal to employ; wrongful termination of employment; discrimination or harassment of any kind; breach of employment contract; wrongful demotion, evaluation, reassignment or discipline; defamation, slander or libel; invasion of privacy, infliction of emotional distress; invasion of privacy; or retaliation; or
  - 2. Discrimination or harassment of any kind, other than any discrimination or harassment excluded in 1. above, against any person or entity;
- J. Based upon, arising out of or in any way involving any services performed by the **Insured**, whether or not the **Insured** is licensed as such, as:
  - 1. an accountant, architect, actuary, tax preparer or advisor except for tax advice provided directly concerning a **Covered Product**, attorney, real estate agent or broker;
  - 2. engineer, a financial planner or registered investment adviser, except as to services directly related to a **Covered Product**;
  - 3. securities broker or dealer;
- K. Based upon, arising out:
  - 1. The collection, payment or return of, or the failure to collect, pay or return, any commission, fee, tax, or premium;
  - 2. Any dispute with another insurance agent or broker, including, but not limited to, any dispute concerning commissions, fees, client lists or entitlements; or
  - 3. Any commingling, misappropriation or conversion of Client funds;
- L. Based upon, arising out of or in any way involving any actual or alleged unauthorized use or release of any confidential or private information pertaining to any Client, any director, manager, partner, member, officer or employee of any Client or any family member of any such person;
- M. Based upon, arising out of or in any way involving any bankruptcy, receivership, conservatorship, insolvency, or financial inability to pay of any organization, including but not limited to a Product Provider, regardless of when the financial impairment of such organization began and whether or not any **Insured** was aware or could have been aware of the financial impairment of such organization; provide, however, this exclusion shall not apply if at the time of the Wrongful Act the Product Provider was:
  - 1. An admitted Property Casualty Insurance Company Rated B+ or better by A.M. Best Company, or a Life Insurance/Accident and Health Insurance Company rated A- or better by A.M. Best Company;
  - 2. A non-admitted insurance company rated A- or better by A.M. Best Company that is also authorized to conduct business in the applicable state in which the Covered Product involved was sold, placed or obtained; or;
  - 3. The **Product Provider** was guaranteed by a governmental body or bodies or operated by a governmental body or bodies (including but not limited to assigned risk plans, Joint Underwriting Association's, or fair plans) or was a County Mutual reinsured by carriers rated B+ or better by A.M. Best Company, or was part of the Iowa Communities Assurance Pools (ICAPS);
- N. Based upon, arising out of or in any way involving the direct or indirect placement of, or any recommendation to place, any Client's insurance, coverage, funds, premium, or product with or in any Product Provider, entity or vehicle not licensed to transact such business in the state or jurisdiction in which such business was conducted; provided, however, this exclusion shall not apply with respect to any Product Provider authorized or approved as a surplus lines insurer or carrier in the state or jurisdiction in which such business was conducted;
- O. Based upon, arising out of or in any way involving any promissory notes, viatical or life settlements investments or contracts or viatical investment pools or any securities (as defined in the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, and the Investment Advisers Act of 1940, and any amendments thereto) backed by viatical settlements, commodities, commodity future contracts, or option contracts;
- P. Based upon, arising out of or in any way involving the offering, sale or servicing of any structured settlement; provided, however, this exclusion shall not apply to a Claim solely based upon or arising out of the selling or servicing of a Covered Product utilized to fund a structured settlement;
- Q. Based upon or arising out of:
  - 1. Any **Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given under any insurance policy prior to the Inception date of this Policy;
  - 2. Any **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**; or
  - 3. Any **Wrongful Act** of which the **Insured** had actual or constructive knowledge as of the Inception of this Policy and which could have reasonably been expected to result in a **Claim**;
- R. For Personal Injury based upon or arising out of:
  - 1. The oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity; or
  - 2. The oral or written publication of material whose first publication took place before the Retroactive Date;
- S. By or on behalf of the Sponsoring Company or any Agent; provided, however, this exclusion shall not apply to a Claim brought in the form of a cross-claim or third-party claim arising from a Claim made against such Sponsoring Company or Agent that is other wise covered under this Policy;
- T. Based upon, arising out of or in any way involving any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous, thermal, or aural irritant, pollutant, contaminant, including but not limited to, noise, lead, asbestos, smoke, vapors, soot, fumes, acids, alkalis, chemicals, or waste materials (including those that are or are to be stored, recycled, reconditioned or reclaimed), into or upon land, air, water or property; or
- U. Based upon, arising out of or in any way involving any nuclear reaction, radiation, radioactive contamination or radioactive substance, in any form, no matter how emitted.
- V. Covered Product does not include any 412(j), or 419 plans, or any plan or arrangement operating as a Multiple Employer Welfare Arrangement (as defined in ERISA, as amended).

This document is a summary of the coverage provided. All statements contained herein are subject to all of the terms, Conditions, and Exclusions of the actual Policy. A copy of the policy is available at [www.calsurance.com/amg](http://www.calsurance.com/amg).

# Agents Affiliated with AmeriLife Marketing Group

Application

Claims Made & Reported Errors & Omissions Coverage

Policy Period: July 1, 2011 to July 1, 2012



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:

Brown & Brown of California, Inc. dba CalSurance Associates, P.O. Box 7048, Orange, CA 92863-7048

**Coverage Questions**..... Call Brown & Brown of California, Inc. dba CalSurance Associates\* at (800) 745-7189 or email at [info@calsurance.com](mailto:info@calsurance.com)

**Certificates of Insurance**..... Go on-line: [www.calsurance.com/amg](http://www.calsurance.com/amg) - Certificate Reprint; Sponsoring Company: AmeriLife Marketing Group, LLC

## Section 1 - Your Information (Please Print Clearly)

First Name Last Name

Street Address

City State Zip Code

E-mail  
- - X X X - X X -

Birthdate (Month-Year) Last Four (4) Digits of Social Security #

Contact Phone Number

Fax Number

## Section 3 - Effective Date and Amount Due

Effective Date of Coverage - -

**Notice:** Effective date of coverage cannot be prior to your date of contract with the sponsor and cannot be backdated to a prior month.

**Limit of Liability:**  \$1,000,000 per Claim/\$1,000,000 aggregate each agent (Select One)  \$1,000,000 per Claim/\$2,000,000 aggregate each agent

Enter amount from **PREMIUM TABLE** (included in this packet) which corresponds to the above selections: \$

Rates are inclusive of a \$85 non-refundable administrative & co-marketing fee and 1.69% Florida State Surcharge

## Section 4 - Auto Renew Notice

**This is an auto-renew policy.** You will be sent materials to "opt out" before renewal. Please initial here after you have read this.

Initials:

## Section 2 - Eligibility Information

- I have had no claims within the last five years.  Yes/Agree  No/Disagree
- I have no knowledge of any circumstance that could give rise to a claim.  Yes/Agree  No/Disagree
- I have never been the subject of a reprimand, a regulatory or disciplinary action or criminal action by any federal, state or local authority or by self-governing, regulatory body as a result of my professional services.  Yes/Agree  No/Disagree
- I have never had an insurance company terminate my agent or general agent contract for "cause", as that term is defined by the insurance company or agent contract.  Yes/Agree  No/Disagree
- Are your total annual commissions less than \$1,000,000?  Yes/Agree  No/Disagree
- Are your annual commissions derived from the sale/servicing of life, accident & health, fixed annuities or equity indexed annuity products at least 80% of your total annual commissions?  Yes/Agree  No/Disagree
- Are your annual commissions for group accident & health less than 25% of your total annual commissions?  Yes/Agree  No/Disagree
- I do not operate as a marketing organization or wholesaler.  Yes/Agree  No/Disagree
- I have never had my contract terminated due to the result of a regulatory or disciplinary action or criminal action by any federal, state or local authorities or by self-governing regulatory body or bodies as a result of my professional services.  Yes/Agree  No/Disagree

**IF YOU ANSWERED "NO" TO ANY OF THESE QUESTIONS, YOU ARE NOT ELIGIBLE FOR THIS PROGRAM.**

**If you have answered "YES" to all of the above questions you qualify for enrollment into this program! If you do not qualify and have questions, please contact CalSurance at 1-800-745-7189.**

## Section 5 - Payment Options

**Payment in full by Check or Money Order:** Check made payable to Brown & Brown of California, Inc. dba CalSurance Associates for the **full premium.**

**Mail Check to:** P.O. Box 7048, Orange, CA 92863-7048

**Note: For alternative payment options, please enroll online:**  
[www.calsurance.com/amg](http://www.calsurance.com/amg)

(Billing through Brown & Brown of California, Inc., dba CalSurance Associates)

## Section 6 - Notices and Warranties

**NOTICE:** I must be a currently contracted agent affiliated with AmeriLife Marketing Group 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 currently affiliated agent with AmeriLife Marketing Group.

**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, 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/amg](http://www.calsurance.com/amg) 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 or the applicant to purchase the insurance.

I have read the above notices and warranties and agree.

Agent's Signature: Today's Date:

Brown & Brown of California, Inc. dba CalSurance Associates  
\*(dba CalSurance Brokerage in New York)  
California License # 0B02587

# Agents Affiliated with AmeriLife Marketing Group, LLC

Policy Period: July 1, 2011 to July 1, 2012  
Premium Schedule

Enrollment Month	Limit of Liability	Payment In Full	4-Pay (Only Available Online)		10-Pay (Only Available Online)			
			Initial*	Thereafter**	Initial*	Thereafter***		
July, 2011	\$1MM/\$1MM	\$492	\$223	3 x \$100	\$170	9 x \$44		
	\$1MM/\$2MM	\$543	\$239	3 x \$111	\$180	9 x \$49		
August, 2011	\$1MM/\$1MM	\$459	\$223	3 x \$ 89	\$170	8 x \$44		
	\$1MM/\$2MM	\$505	\$239	3 x \$ 99	\$180	8 x \$49		
September, 2011	\$1MM/\$1MM	\$424	\$223	2 x \$112	\$170	7 x \$45		
	\$1MM/\$2MM	\$467	\$239	2 x \$125	\$180	7 x \$50		
October, 2011	\$1MM/\$1MM	\$391	\$223	2 x \$ 95	\$170	6 x \$45		
	\$1MM/\$2MM	\$429	\$239	2 x \$106	\$180	6 x \$50		
November, 2011	\$1MM/\$1MM	\$357	\$223	2 x \$ 78	\$170	5 x \$46		
	\$1MM/\$2MM	\$391	\$239	2 x \$ 87	\$180	5 x \$51		
December, 2011	\$1MM/\$1MM	\$322	\$223	1 x \$114	\$170	4 x \$47		
	\$1MM/\$2MM	\$353	\$239	1 x \$129	\$180	4 x \$52		
January, 2012	\$1MM/\$1MM	\$277	\$211	1 x \$ 81	\$158	3 x \$50		
	\$1MM/\$2MM	\$302	\$227	1 x \$ 89	\$168	3 x \$55		
February, 2012	\$1MM/\$1MM	\$230	\$198	1 x \$ 47	\$145	2 x \$54		
	\$1MM/\$2MM	\$252	\$214	1 x \$ 52	\$155	2 x \$59		
March, 2012	\$1MM/\$1MM	\$184	<b>Pay in Full Only</b>	<b>Pay in Full Only</b>	\$132	1 x \$65		
	\$1MM/\$2MM	\$201			\$142	1 x \$73		
April, 2012	\$1MM/\$1MM	\$137			<b>Pay in Full Only</b>	<b>Pay in Full Only</b>	<b>Pay in Full Only</b>	<b>Pay in Full Only</b>
	\$1MM/\$2MM	\$150						
May, 2012	\$1MM/\$1MM	\$ 92			<b>Pay in Full Only</b>	<b>Pay in Full Only</b>	<b>Pay in Full Only</b>	<b>Pay in Full Only</b>
	\$1MM/\$2MM	\$100						
June, 2012	\$1MM/\$1MM	\$ 50			<b>Pay in Full Only</b>	<b>Pay in Full Only</b>	<b>Pay in Full Only</b>	<b>Pay in Full Only</b>
	\$1MM/\$2MM	\$ 55						

\*Initial payment will occur at the time the enrollment is processed.

\*\*After the initial payment, installments thereafter will be due on September 1, 2011, December 1, 2011 and March 1, 2012.

\*\*\*After the initial payment, installments thereafter will be due on the first of each month from inception through April 1, 2012.

NOTE: If enrollment is processed after the date the next installment is due, the amount remaining will be divided into the remaining installments.

Rates are inclusive of a non-refundable \$85 administration fee and co-marketing fee, a \$7 processing fee per installment, and a 1.69% Florida Surcharge.