



# Agents Appointed with Designated Life Companies Facilitated Through E-Filings Service Group, LLC Enrollment Form



Claims Made and Reported Errors and Omissions Coverage  
Policy Period: February 1, 2007 to February 1, 2008

**Instructions:** Complete all sections of this form. If you are paying by credit card, fax enrollment form to: (727) 791-0447. Enrollment forms with checks, please mail to: E-Filings, Attention: E&O Department at 2536 Countryside Blvd., Sixth Floor, Clearwater, FL 33763

**Coverage Questions:** Call Brown & Brown of California, Inc., dba CalSurance at (800) 745-7189 or e-mail at info@calsurance.com.

### 1. Your Information -- Please print clearly.

Name (first, middle initial and last):

Street Address:

City:

State:  Zip:

**Mailing Address (if different than street address)**

City:

State  Zip

Contact Phone:  
  -   -

Fax:  
  -   -

E-Mail:

Designated Company:  Fidelity & Guaranty  American Equity  
 Americo  Loyal American  EquiTrust Life  Mutual of Omaha  
 United Teachers Association  Shenandoah Life

### 2. Effective Date & Premium Amount:

Effective Date of Coverage cannot be effective prior to your date of contract and cannot be back dated to a prior month

Effective Date of Coverage will be the 1<sup>st</sup> day of the month you enroll.

Enrollment Month	Premium by Date of Enrollment	Enrollment Month	Premium by Date of Enrollment
February	<input type="checkbox"/> \$638	August	<input type="checkbox"/> \$338
March	<input type="checkbox"/> \$588	September	<input type="checkbox"/> \$286
April	<input type="checkbox"/> \$536	October	<input type="checkbox"/> \$238
May	<input type="checkbox"/> \$489	November	<input type="checkbox"/> \$188
June	<input type="checkbox"/> \$437	December	<input type="checkbox"/> \$137
July	<input type="checkbox"/> \$387	January	<input type="checkbox"/> \$ 87

Please refer to the "Plan Highlights" for a description of coverage.  
 \$1,000,000 each Claim/\$1,000,000 Aggregate per Agent/  
 \$25,000,000 Policy Aggregate ALL Insureds  
 (rates are inclusive of an administrative fee)

### 3. Payment Options:

- Payment in Full by Check:** Please forward a check made payable to "CalSurance" for the *full premium*.
- Pay by Debit to Checking (February 1, 2007 to November 1, 2007):** There will be a \$7 per installment charge (See and complete the "Debit to Checking Authorization Form", in addition to this enrollment form. Premium Schedule is included on the authorization form.)
- Payment in Full by Credit Card:** Please complete credit card information below.
- Pay by Credit Card Installments:** I elect to pay my premium in four installments by credit card. I authorize Brown & Brown of California, Inc., DBA CalSurance to process the installment charges on the date the enrollment form is received, May 10, 2007, August 10, 2007 and November 10, 2007. I understand a \$7.00 processing fee will be added to each installment. I also understand that if payment is declined, coverage shall terminate upon ten (10) day Notice of Cancellation. Payment may be paid within the specified ten (10) day period to maintain coverage. Should payment decline a second time, payment is due in full within the specified ten (10) day period to maintain coverage.

#### Credit Card Information

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

MasterCard  Visa  
 (We do not accept Debit Cards, Discover or American Express)  
 Account #:

Expiration Date of Credit Card: (Required)  
  (MM / YY)

Cardholder's Name:

Cardholder's Signature:  Today's Date

### 4. WARRANTY STATEMENT - Signature Required

I understand and agree to the following: I must be a currently appointed agent who maintains a life agent contract with a designated life insurance company contracted with E-Filings Service Group, LLC (Policyholder), (or with a life insurance company subsidiary of any life insurance company contracted with the Policyholder), provided, however, that such life insurance company is rated "A-" or better by AM Best. Otherwise, I will not be considered an insured under this policy, no claims made against me will be covered, and any premiums paid by me will be returned. If I am currently appointed with an eligible company of the Program and are paying a premium for coverage under this program, such premium is considered fully earned and therefore I will not be entitled to a return premium for any reason. Should my contract terminate with said company that entitles my enrollment into this program for any reason, coverage will cease as of my date of contract termination, per the terms of the policy.

This is a claims made and reported policy. I have no knowledge of any pending claim or incident that could give rise to a claim under the proposed policy, and if any such claim exists, or knowledge or information exists and any claim or action arises therefrom, it is excluded from coverage for which this enrollment 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 denial of a claim.

Agent's Signature:  Today's Date:

## Agents Appointed with Designated Life Companies Facilitated through E-Filings Service Group, LLC

### Errors and Omissions Insurance Debit To Checking - Automatic Premium Collection Authorization Agreement for Pre-Authorized Payments (Debits) February 1, 2007 to February 1, 2008

I (we) hereby authorize Brown & Brown of California, Inc., dba CalSureance, hereinafter called COMPANY, to initiate an electronic entry or effect a change by any other commercially accepted method, to my (our) checking account indicated below at the financial institution named below, hereinafter called Depository and to debit the same to such account. This authority is to remain in full force and effect until COMPANY and Depository have each received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and Depository a reasonable opportunity to act on it, but no less than three (3) business days before the next scheduled date.

PREMIUM SCHEDULE BY ENROLLMENT MONTH			
Enrollment Month	Payments	Enrollment Month	Payments
Feb 2007	Initial Payment of \$150 & 9 installments of \$62.00	Aug 2007	Initial Payment of \$138 & 3 installments of \$76.00
Mar 2007	Initial Payment of \$147 & 8 installments of \$63.00	Sep 2007	Initial Payment of \$141 & 2 installments of \$83.00
Apr 2007	Initial Payment of \$144 & 7 installments of \$64.00	Oct 2007	Initial Payment of \$153 & 1 installment of \$99.00
May 2007	Initial Payment of \$142 & 6 installments of \$66.00	Nov 2007	Payment in Full of \$188
Jun 2007	Initial Payment of \$139 & 5 installments of \$68.00	Dec 2007	Payment in Full of \$137
July 2007	Initial Payment of \$138 & 4 installments of \$71.00	Jan 2008	Payment in Full of \$87

I (we) agree that if premiums are not paid monthly or as in the event withdrawal is dishonored, coverage shall terminate upon ten (10) day Notice of Cancellation. Continuance of coverage can be obtained ONE time only within the ten (10) day period. Above rates are inclusive of an administrative fee. If funds are dishonored the second time, payment is due in full within the specified ten (10) day period. **Please note, billing will be processed through Brown & Brown of California, Inc., dba CalSureance.**

Name of Financial Institution: \_\_\_\_\_

Address or Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Transit / ABA Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and Financial Institution a reasonable opportunity to act on it, but no less than three (3) days before scheduled date.

Name: \_\_\_\_\_

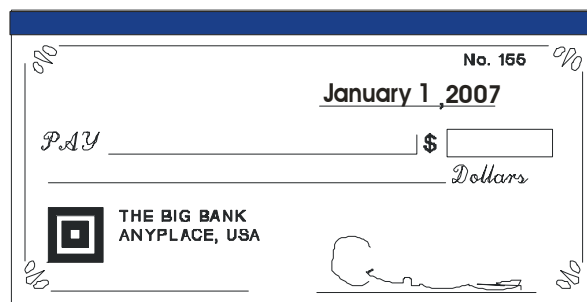
Signature: \_\_\_\_\_ Last Four (4) Digits of Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(If account requires two signatures)

**Please attach a voided check, or photocopy thereof applicable to the above account in this space.  
(Enrollment will not be processed without it)**

### Affix Check Here





## Agents Appointed with Designated Life Companies Facilitated through E-Filings Service Group, LLC - Payment Schedule



4 Pay			
Month Enrolled	Total Premium	Payment Dates	Payment*
Feb	\$666	Initial**	\$231
		5/10/07	\$145
		8/10/07	\$145
		11/10/07	\$145
March	\$616	Initial	\$217
		5/10/07	\$133
		8/10/07	\$133
		11/10/07	\$133
April	\$564	Initial	\$201
		5/10/07	\$121
		8/10/07	\$121
		11/10/07	\$121
May	\$510	Initial	\$214
		8/10/07	\$148
		11/10/07	\$148
June	\$458	Initial	\$200
		8/10/07	\$129
		11/10/07	\$129
July	\$408	Initial	\$180
		8/10/07	\$114
		11/10/07	\$114
August	\$352	Initial	\$208
		11/10/07	\$144
September	\$300	Initial	\$178
		11/10/07	\$122
October	\$252	Initial	\$153
		11/10/07	\$ 99
November	\$188	Initial	\$188
December	\$137	Initial	\$137
January	\$ 87	Initial	\$ 87

10 Pay					
Month Enrolled	Total Premium	Payment Dates	Payment*		
February	\$708	Initial	\$150		
		3/10/07	\$ 62		
		4/10/07	\$ 62		
		5/10/07	\$ 62		
		6/10/07	\$ 62		
		7/10/07	\$ 62		
		8/10/07	\$ 62		
		9/10/07	\$ 62		
		10/10/07	\$ 62		
		11/10/07	\$ 62		
		March	\$651	Initial	\$147
4/10/07	\$ 63				
5/10/07	\$ 63				
6/10/07	\$ 63				
7/10/07	\$ 63				
8/10/07	\$ 63				
9/10/07	\$ 63				
10/10/07	\$ 63				
11/10/07	\$ 63				
April	\$592			Initial	\$144
				5/10/07	\$ 64
		6/10/07	\$ 64		
		7/10/07	\$ 64		
		8/10/07	\$ 64		
		9/10/07	\$ 64		
		10/10/07	\$ 64		
		11/10/07	\$ 64		
		May	\$538	Initial	\$142
				6/10/07	\$ 66
				7/10/07	\$ 66
8/10/07	\$ 66				
9/10/07	\$ 66				
10/10/07	\$ 66				
11/10/07	\$ 66				

Month Enrolled	Total Premium	Payment Dates	Payment*
June	\$479	Initial	\$139
		7/10/07	\$ 68
		8/10/07	\$ 68
		9/10/07	\$ 68
		10/10/07	\$ 68
		11/10/07	\$ 68
July	\$422	Initial	\$138
		8/10/07	\$ 71
		9/10/07	\$ 71
		10/10/07	\$ 71
		11/10/07	\$ 71
August	\$366	Initial	\$138
		9/10/07	\$ 76
		10/10/07	\$ 76
		11/10/07	\$ 76
September	\$307	Initial	\$141
		10/10/07	\$83
		11/10/07	\$83
October	\$252	Initial	\$153
			\$ 99
November	\$188	Initial	\$188
December	\$137	Initial	\$137
January	\$ 87	Initial	\$ 87

\*\$7.00 installment processing fee included.  
 \*\* Initial bill date is date enrollment received.  
 \*Rates Inclusive of an administration fee.

## Exclusions (Including but not limited to)

Dishonest, deliberately fraudulent, criminal malicious or purposeful wrongful acts, or willful violation of laws or statutes

Bodily injury, destruction of property, emotional distress

Commingling of or use of client funds, or gaining of any profit remuneration or pecuniary advantage to which the Insured was not legally entitled.

Claims by any individual or entity that is not a client

Contractual liability

Claims by an enterprise which an Insured controls

Claims arising out of Employee Benefit Plans sponsored by the Insured as an employer

Violations of the rules or regulations of the NASD or SEC

Promises or guarantees as to the future value of an investment

Professional Services performed by the Insured as an accountant, actuary, attorney, real estate agent, real estate broker, P&C agent and third party administrator

Insureds inability or refusal to pay or collect premium, claim or tax monies

Failure to carry applicable licenses

Price Fixing (anti-trust, monopolization and unfair trade)

Insolvency, receivership, liquidation or inability to pay, of a natural person, entity benefit plan, insurance company, managed health care organization, reinsurer, risk retention group or captive (or any self insurance plan or trust whatsoever name), or limited partnership in which the Insured has placed or obtained insurance coverage, or placed or recommended placement of the funds of a client

Disputes over fees, commissions or charges, including without limitation the structure of fees or excessive fees

Claims arising out of design or implementation of Employee Benefit Plans

Placement of coverage with Multiple Employer Welfare Arrangements

Investment products partially or totally owned by the Insured

Claims based solely on losses allegedly sustained by fluctuation in market value of any securities

Sale or servicing of structured settlements

Pay Phone Investments

Ownership, formation, operation, or administration of a health maintenance organization, risk retention group, self-insurance or self-funded program, or purchasing group, self funded/self-insured medical plans, or purchasing group

Claims based on the Insured's status as a Named Fiduciary

Insured's activities as a Broker/Dealer

Tax advice provided by the Insured, except as an incidental part of Professional Services and with a written disclaimer advising the client to seek advice from a tax professional

Promissory Notes

Wrongful termination or discrimination by the Insured on the basis of race, color, age, sex, marital status, religion, national origin, sexual preference, or disability

Damages allegedly sustained by anyone who is not a client of the Insured

Discretionary authority whether granted or not granted with regard to the management or disposition of assets

Viatical Products of any kind

Mold, Nuclear, Pollution

Known Wrongful Acts

Mutual Funds

Financial Planning Activities

Regulatory Agencies

Fictitious or collusive bids

Failure to disclose to a client as may be required by the law of any jurisdiction any compensation any Insured receives from any third party in connection with the Professional Services provided to such client



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

Phone: (800) 745-7189  
Fax: (800) 607-6875  
Email: [info@calsurance.com](mailto:info@calsurance.com)

Customer Service Hours:  
Monday - Friday  
7 a.m. to 5 p.m. PST

**Risk Purchasing Group:**  
By applying for this insurance, Agents are applying for membership in the Financial Sales Professionals Risk 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.

**Over 30 Years  
of Proven Success**

**Over \$100 million  
in annual sales**

"The information obtained from A.M. Best dated 01/02/07 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 the publication."

EFilingsHighlights010407v2

# Errors & Omissions Insurance

## Plan Highlights

**For the Agents Appointed with Designated Life Companies Facilitated through the Policyholder:**  
*E-Filings Service Group, LLC*

**Program Coverage Provided by:**  
*Columbia Casualty Company  
(an admitted carrier)  
2007 AM Best's: A(Excellent); XV*

**Program Administered by:**  
*Brown & Brown of California, Inc.  
dba CalSurance*

**Policy Period:**  
*February 1, 2007 to February 1, 2008*



# Outline of Coverage

## Limits of Liability (Inclusive of Loss & Defense Costs):

\$ 1,000,000 Each Claim Per Agent

\$ 1,000,000 Aggregate Per Agent

\$25,000,000 Policy Aggregate All Insureds

## Claims Administration:

CNA

## Retention (applies to Loss and Defense Costs):

\$1,500 Each Claim for covered Products & Services

Policyholder:

E-Filings Service Group, LLC

## Insured Means:

Agent/General Agent who maintain a life agent contract with any life insurance company contracted with the Policyholder, (or with a life insurance company subsidiary of any life insurance company contracted with the Policyholder) provided, however, that such life insurance company is rated "A-" or better by A. M. Best at the time the life insurance company enrolls in the Policyholder's Errors & Omissions program with the insurer and who have paid the applicable premium and names are on file

## Insured Also Includes:

Secretarial, clerical and administrative employees of the

Insured not acting in a selling or soliciting capacity

Insured Agents business entity

Heirs/Estates/Legal Representatives

Retired or Disabled Insured Agent/General Agent

Agent Emeritis

## Coverage (Claims Made and Reported):

Loss resulting from claims for Wrongful Acts or Personal Injury solely in rendering or failure to render Professional Services

## Retroactive Date:

The date of first continuous claims made life agents, registered representatives and/or securities broker/dealer or other professional liability policy. Written proof of such coverage satisfactory to the carrier will be required in the event of a claim.

## Professional Services Includes:

Services as a Notary Public

Sale, attempted sale or servicing of:

Life Insurance

Accident & Health Insurance

Fixed Annuities

Employee Benefit Plans

Individual & KEOGH Retirement Plans

Disability Income Insurance

Managed Healthcare Organization Contracts

24 Hour Care Coverage (as defined by statutory law)

If said Agent/General Agent is a Registered Representative,

Professional Services also includes:

Variable Life Insurance & Variable Annuities

General Agents supervision, management and training of an Agent are covered with respect to the above Professional Services

# Questions and Answers

## How are Prior Acts addressed?

Coverage is on a "Claims Made and Reported" basis. Claims must be made against you and reported to CNA in writing as soon as practicable during the Policy Period (or within 30 days thereafter) or the Extended Reporting Period, if applicable, for a Wrongful Act taking place on or after the Prior Acts Date solely in rendering or failing to render Professional Services for the coverage to be triggered. "Prior Acts" coverage is provided as long as this requirement is satisfied and in addition:

- You had no knowledge of any claims or potential claims as of the effective date of the policy;
- You have no other coverage for any such claim;
- The act or personal injury occurred after the retroactive date.

## Will I be covered for life and A&H companies I do business with outside of the Sponsoring Life Company?

Yes, as long as the act, error or omission or Personal Injury occurred after the retroactive date, and is subject to the deductible.

## Is the sale and/or servicing of property/casualty products covered?

No.

## Is there coverage for losses arising out of terrorism?

No

## What if my contract with the Sponsoring Life Company is terminated during the policy period?

Coverage will cease as of the Agent's date of contract termination and there will be no return of premium.

In the event of contract termination with E-Filings Service Group, LLC and/or the designated life company facilitated through E-Filings an automatic one year Extended Reporting Period will be provided beginning on the date of contract termination and terminating 12 months thereafter. Coverage shall continue under this Policy, but only with respect to Wrongful Acts committed after the Prior Acts Date and prior to the contract termination date. Such Wrongful Acts must be covered under the terms and conditions of this Policy.

The Insured Agent shall not be entitled to such Extended Reporting Period if he/she is enrolled in any broker/dealer, life agent, registered representative, registered investment advisor, financial planning or professional liability policy, other than this policy, regardless of whether or not that policy actually affords coverage for the claim in question.

The Insured Agent shall not be entitled to such Extended Reporting Period if the Policyholder terminates its relationship with the Insured for disciplinary reasons.

The Insured Agent shall not be entitled to such Extended Reporting Period if terminated for non-payment of premium.

The Insured Agent shall not be entitled to such Extended Reporting Period if Retired or Disabled on the inception date of this policy.

The Automatic Extended Reporting Period does not create a separate or additional Limit of Liability or Policy Aggregate.

I currently have E&O coverage elsewhere. What should I do prior to my enrollment in this E&O program about incidents of which I am aware that could give rise to a claim?

Most E&O policies include an "Awareness Provision". Therefore, we strongly suggest that you report any incident which you feel could give rise to an E&O claim to your current carrier. Failure to do so could leave you without coverage for such claims if it is discovered that you had knowledge of such an incident prior to your enrollment in this E&O Program.

## What is a claim, and what does "Claims Made and Reported" mean?

A "Claim" is a written demand for monetary damages, or a civil adjudicatory or arbitration proceeding for monetary damages, against an "Insured" for a "Wrongful Act" including any appeal therefrom brought by or on behalf of or for the benefit of any client. A claim is "Made" when the Insured first learns of it. A Claim is "reported" by giving written notice of it to CNA. A Claim must be "made and reported" during the policy period (or reported within 30 days thereafter) or the Extended Reporting Period, if applicable, for a Wrongful Act taking place on or after the Prior Acts Date solely in rendering or failing to render Professional Services. The policy requires that written notice of claims be provided as soon as practicable during the Policy Period.

## How do I report a claim?

The agent has the following duties in the event of a claim or suit:

- As soon as practicable, give to the Insurance Company written notice.
- Immediately forward every demand, notice, summons or other process received to:  

CNA  
Attn: Life Agent Notice Intake Administrator  
40 Wall Street, 9th Floor  
New York City, NY 10005
- Cooperate with the Insurance Company and do whatever it takes to secure and effect any rights of indemnity, contribution or apportionment.
- The Insured cannot demand or agree to arbitration of any claim nor make any payment, admit any liability, settle any claims, assume any obligation or incur any expenses without the written consent of the Insurance Company.

This Highlight is for illustrative purposes only. It is intended to provide a general overview of the policy described. Only the insurance policy can give actual terms, coverages, amounts, conditions and exclusions. Call (800) 745-7189 to receive a copy of the policy.