

## Agents Affiliated with Titan Marketing Group

## Carrier has changed to Arch Insurance Company Rated A+ (Superior): XV by A.M Best's\*

\*The information obtained from A.M. Best dated January 24, 2013 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.

## Affordable E&O - Enroll Now!

- Insurer rated A+ (Excellent) by A.M. Best
- \$500 Deductible after 24 months of continuous coverage
- No Production Requirements from Carrier
- Certificate Issued in Minutes
- Easy Payment Methods: MasterCard, Visa, Discover, and Debit Card/Checking Account
- Prior Acts Coverage for prior acts as long as E & O insurance has been continuously maintained

## For Coverage and/or enrollment Questions Call:

CalSurance Associates
A Division of Brown & Brown Program Insurance Services, Inc.
Monday through Friday
7 a.m. to 5 p.m. PST

Phone: (800) 745-7189 Fax: (800) 607-6875

### For Enrollment Questions Call:

Titan Marketing Group (800) 967-1819

CalSurance Associates
A Division of Brown & Brown Program Insurance Services, Inc.
681 South Parker Street, Suite 300, Orange, CA 92868
Phone: 800-745-7189 Email: info@calsurance.com



#### Agents Affiliated with Titan Marketing Group E&O Program - Outline of Coverage

#### **Policy Period:**

July 1, 2012 to July 1, 2013

#### Insurer:

Arch Insurance Company
(A member of Arch Insurance Group)
2012 A.M. Best's: A+ (Superior): XV
Admitted

"The information obtained from A.M. Best dated January 23, 2012 is not in any way CalSurance Associate'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:**

CAP0050304-00

#### Risk Purchasing Group Membership:

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

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

\$1,000,000 Per Claim

\$1,000,000 Annual Aggregate each Agent Annual Policy Aggregate: \$35,000,000 All Insureds

#### Deductible (Applicable to Damages and Defense):

\$1,000 per Claim

Deductible reduced by 50% after you have been continuously insured in the program for 24 months.

#### Retroactive Date:

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

#### Insureds:

The program is limited to licensed life and health agents who maintain an active affiliation with Titan Marketing Group and that have had no more than one (1) claim and no more than \$50,000 in total incurred claim costs.

#### Additional Insureds:

Insured Agent's Business Entity Administrators Employees of Agent Heirs/Executors

#### Coverage (Claims Made and Reported):

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

#### **Professional Services:**

#### **Basic Coverage:**

The Solicitation or servicing of Accident & Health Insurance.

Services as a notary public

Financial Planning, advice and consultation solely in conjunction with the product listed above.

#### Option A adds:

The solicitation, sale or servicing of:

- Life Insurance, other than Variable Life Insurance products;
- 2. Long Term Care Insurance;
- 3. Disability Income Insurance.

Financial Planning, advice and consultation solely in conjunction with the products listed above.

#### Option B adds:

The solicitation, sale or servicing of:

- 1. Fixed Annuities;
- 2. Equity Indexed Annuities.

Financial Planning, advice and consultation solely in conjunction with the products listed above.

Covered Products do not include any 412(i) or 419 plans or any plan or arrangement operating as a Multiple Employer Welfare Arrangement (as defined in ERISA, as amended).

#### **Extended Reporting Period:**

90 days automatic provided to Insured Agents whose Contract becomes terminated during the policy year at no additional premium charge;

One year automatic provided to Insured Agents who become retired, disabled or deceased during the policy year at no additional premium charge.

Options to purchase 3 years, 5 years or unlimited will be available to Insured Agents who become retired, disabled or deceased during the policy year at respective charges of 200%, 300% or 400% of the last annual premium charge.

#### Claims Administration:

Lancer Claim Services A Division of Brown & Brown Program Insurance Services, Inc. 681 S. Parker Street, Suite 300 Orange, CA 92868

(800) 821-0540

#### **Program Administration:**

CalSurance Associates

A Division of Brown & Brown Program Insurance Services, Inc. California License Number 0B02587

Please review the attached program materials. A complete copy of the specimen policy is available by calling 800-745-7189 or by visiting <a href="https://www.calsurance.com/titan">www.calsurance.com/titan</a>.

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CalSurance Associates
A Division of Brown & Brown Program Insurance Services, Inc.

#### Titan Exclusions (including, but not limited to)

This policy does not apply to any Claim:

- A. Based upon, arising out of or in any way involving any fact, circumstance or situation which has been the subject of any written notice given under any policy of which this Policy is a direct or indirect renewal or replacement or which preceded this Policy;
- B. Based upon, arising out of or in any way involving any act, error or omission occurring prior to the date of the Agent's initial enrollment as an Insured under this Policy or a previously issued policy by the Insurer if on the date of initial enrollment the Agent had knowledge of any act, error or omission which could reasonably be expected to result in a Claim;
- C. Based upon, arising out of or in any way involving any prior or pending litigation against any Insured filed on or before the inception date of this Policy or under any other policy of which this Policy is a renewal, whichever is earlier, or the same or substantially the same fact, circumstance or situation underlying or alleged therein;
- D. Based upon, arising out of or in any way involving any dishonest, fraudulent, criminal, malicious or purposeful act, error or omission committed by or at the direction of an Insured; however, notwithstanding the foregoing, the Insured shall be afforded a defense, subject to the terms of this Policy, until the allegations are subsequently proven by a final adjudication. In such event, the Insured shall reimburse the Insurer for all Defense Costs incurred by the Insurer;
- E. Based upon, arising out of or in any way involving an Insured gaining, in fact, any profit, remuneration or pecuniary advantage to which the Insured was not legally entitled;
- F. Based upon, arising out of or in any way involving a willful violation of the rules or regulations of the National Association of Securities Dealers, Securities and Exchange Commission, Securities Act of 1933, Securities Exchange Act of 1934, Investment Company Act of 1940, or the Investment Advisors Act of 1940 and any amendments thereto, or of any state securities statute or state regulatory agency;
- G. Based upon, arising out of or in any way involving any commingling of or improper use of client funds;
- H. Based upon, arising out of or in any way involving investment products partially or totally owned by the Insured;
- Based upon, arising out of or in any way involving bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property, including loss of use thereof;
- J. Based upon, arising out of or in any way involving discrimination as defined by federal, state or local statute, regulation, law or ordinance;
- K. Based upon, arising out of or in any way involving the liability of others assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured even in the absence of such agreement;
- Based upon, arising out of or in any way involving any pension, profit sharing, health and welfare, or other employee benefit plan or trust sponsored by the Insured as an employer;
- M. Based upon, arising out of or in any way involving any professional services performed by the Insured as an actuary, accountant, attorney, real estate agent or real estate broker, or third party claims administrator; however, this Exclusion shall not apply to tax advice incidental to the sale of products listed in Section III. M. 1 and 2 of the policy;
- N. Based upon, arising out of or in any way involving insolvency, receivership, conservatorship, liquidation, bankruptcy, inability or refusal to pay of any organization, entity or vehicle of any kind, nature or structure in which the Insured has placed, recommended to be placed or obtained coverage or in which an Insured has placed or recommended to be placed the funds of a client or account; however, this Exclusion shall not apply if such organization, entity or vehicle is an insurance company that was rated A- or better by A.M. Best at the time the Insured placed, recommended to be placed or obtained such coverage for a client in such insurance company or in which an Insured has placed such funds of a client or account;
- O. Based upon, arising out of or in any way involving the Insured's inability or refusal to pay or collect premium, claim or tax monies;
- P. Brought or maintained, directly or indirectly, by or on behalf of :
  - an Insured; however, this Exclusion shall not apply to a Claim covered under Section I. B;
  - 2. any insurance company or Broker/Dealer;

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- 3. any insurance agent or broker;
- 4. any individual or entity that is not a client of an Insured; however, this Exclusion shall not apply to a Claim brought by an individual or entity who is an alleged beneficiary or heir, executor or administrator of a deceased client of an Insured;
- 5. any enterprise that owns, operates, controls or manages an Insured;
- 6. an enterprise which an Insured owns, operates, controls or manages; or
- 7. any governmental or quasi-governmental official or agency in any capacity, including but not limited to the Securities and Exchange Commission, National Association of Securities Dealers, the Securities Investor Protection Corporation, or any state or federal securities or insurance commission or agency; however, this Exclusion shall not apply to a Claim brought by or on behalf of such official or entity in its capacity as a client of an Insured:
- Q. Based upon, arising out of or in any way involving the use of confidential information by an Insured, including but not limited to such use for the purpose of replacement of coverage:
- R. Based upon, arising out of or in any way involving the 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 to do business in the state or jurisdiction with authority to regulate such business; however, this Exclusion shall not apply to any Claim arising from or contributed to by the placement of a client's coverage or funds directly or indirectly with such organization, entity or vehicle which is an eligible surplus lines insurer in the state or jurisdiction with authority to regulate such business;
- S. Based upon, arising out of or in any way involving the offering, sale or servicing of structured settlements; however, this Exclusion shall not apply to an otherwise covered Claim: arising out of the selling or servicing of the underlying covered product;
- T. Based upon, arising out of or in any way involving the ownership, formation, operation, or administration of a health maintenance organization, preferred provider organization, captive, risk retention group, self-insurance program or purchasing group;
- U. Based upon, arising out of or in any way involving the placement of coverage with a Multiple Employer Welfare Arrangement;
- V. Based solely upon a loss alleged to have been sustained through fluctuation in market value of any security;
- W. Based upon, arising out of or in any way involving any Securities (other than variable annuities, variable life insurance and mutual funds) that were not authorized or approved by the Broker/Dealer subsidiary of the Sponsoring Company or Securities that were not processed through the Broker/Dealer subsidiary of the Sponsoring Company;
- X. Based upon, arising out of or any way involving: (1) any function of an Insured as a specialist or market maker for any Securities; (2) an Insured failing to make a market for any Securities; or (3) the purchase, sale or failure to purchase or sell Securities when the Insured is a specialist or market maker for such Securities;
- Y. Based upon, arising out of or any way involving any activities in connection with any equity security priced under five dollars (\$5.00) at the time of purchase; however, this Exclusion shall not apply if the security is: (1) registered or approved for registration upon notice of issuance on a national exchange; (2) authorized or approved for authorization upon notice of issuance, for quotation in the NASDAQ system; or (3) issued by an investment company registered under the Investment Company Act of 1940 and any amendments thereto. For the purposes of this Exclusion, any equity security which is listed on the NASDAQ bulletin board or pink sheets shall not be considered approved for authorization upon notice of issuance for quotation in the NASDAQ system;
- Z. Based upon, arising out of or any way involving the purchase, sale or the giving of advice regarding promissory notes, viatical or life settlements or any Security backed by viatical settlements, commodities, commodity future contracts, or option contracts other than covered call options; or
- AA. Based upon, arising out of or in any way involving the purchase, sale, or the giving of advice regarding "junk bonds" or "high yield bonds". For purposes of this Exclusion, "junk bonds" or "high yield bonds" shall 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 rated bonds of Ba or lower or S&P rated bonds of BB or lower).



### Agents Affiliated with Titan Marketing Group

ENROLLMENT FORM



Claims Made and Reported Errors and Omissions Coverage Policy Period: July 1, 2012 to July 1, 2013

By applying for this insurance, you 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.

Instructions: Complete all sections of this form. If you are paying by Debit to Checking or credit card, fax enrollment form to: Titan Marketing Group at (805) 522-1901. Enrollment forms with checks, please mail to: Titan Marketing Group, 11959 Discovery Court, Moorpark, CA 93021. Phone: 800-967-1819

Coverage Questions: Call CalSurance Associates at (800) 745-7189 or e-mail at info@calsurance.com.

Section 1 Your Information (Please print clearly)	✓ Section 3 Payment Options
Name (first, middle initial and last):	☐ Payment in Full by Check: Please forward a check made payable to "CalSurance
	Associates" for the full premium.
	☐ Pay by Debit to Checking (Installments): Each installment includes a \$6.00
Street Address:	installment charge which is not reflected in the "Payment in Full" total. (See and
	complete the "Debit to Checking Authorization Form" in addition to this enrollment
	form). There will be a \$50.00 Declined/NonSufficient Fund Fee charged if payment
City:	is declined.
	Payment in Full by Credit Card: Please complete credit card information below.
	□ Pay by Credit Card Installments: I elect to pay my premium in monthly
State: Zip:	installments by credit card. I authorize CalSurance Associates to process the
	installment charges on the date the enrollment form is received and the 15th of each
	month following. Each installment includes a \$6.00 charge which is not reflected in the "Payment in Full" total. If payment is declined, coverage shall terminate upon ten
Contact Phone:	(10) day Notice of Cancellation. Should payment decline a second time, payment is
	due in full within the specified ten (10) day period to maintain coverage. If
	Enrollment Form is received after the 10th of the month the initial payment will include
Fax:	the first installment.
	(Billing processed through CalSurance Associates A Division of Brown & Brown
	Program Insurance Services, Inc.)
Iviali.	Credit Card Information ☐ MasterCard ☐ Visa ☐ Discover
Birthday (Month/Year) Last Four (4) Digits of your Social Security Number:	(We do not accept Debit Cards or American Express) Account #:
	ACCOUNT #:
Have you had more than 1 claim in the past five (5) years? ☐ Yes ☐ No	Expiration Date of Credit Card: (Required)
In the past 5 years have you had any claim in which more than \$50,000 was	
paid either in defense or indemnity or both?   Yes  No	(MM / YY)
If you answered "YES" to any of the above questions, your enrollment is NOT	Cardholder's Name:
guaranteed and is subject to review and approval by the underwriter. Please	
provide an explanation and documentation regarding the facts of your "YES"	Cardholder's Signature: Today's Date
responses for consideration.	
	Costion 4 Auto Donous Nations
Coation 2 Effective Date & Bromium Amount	Section 4 Auto Renew Notice:
Section 2 Effective Date & Premium Amount	Information regarding the July 1, 2013 program renewal will be made available on the

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 1st day of the month you enroll.

Enrollment Month	Basic Coverage (Accident & Health)	Option A (Accident & Health, Fixed Life & Disability)	Option B (Accident & Health, Fixed Life, Disability & Fixed Annuities)
July 2012	□ \$566	□ \$650	□ \$698
Aug 2012	□ \$523	□ \$600	□ \$644
Sep 2012	□ \$480	□ \$550	□ \$590
Oct 2012	<b>□</b> \$437	□ \$500	□ \$536
Nov 2012	□ \$394	□ \$450	□ \$482
Dec 2012	<b>□</b> \$351	□ \$400	□ \$428
Jan. 2013	□ \$308	□ \$350	□ \$374
Feb. 2013	□ \$265	□ \$300	□ \$320
Mar. 2013	□ \$222	□ \$250	□ \$266
Apr 2013	<b>□</b> \$179	□ \$200	□ \$212
May 2013	□ \$136	<b>□</b> \$150	□ \$158
June 2013	□ \$ 99	□ \$106	<b>□</b> \$110

Please refer to the "Outline of Coverage" for a description of coverage.

\$1,000,000 each Wrongful Act/\$1,000,000 Policy Aggregate Each Insured (annual rates are inclusive of a non-refundable admin/service fee of up to \$222.

Information regarding the July 1, 2013 program renewal will be made available on the program website prior to expiration. This may include an offer of automatic coverage renewal based upon your eligibility and selected payment method. Failure to take appropriate action may lead to a lapse of coverage and the denial of claims. If is the insured's responsibility to verify renewal of coverage prior to expiration.

#### ✓ Section 5 Warranty Statement - Signature Required

NOTICE: I must be a currently licensed agent associated with Titan Marketing Group in order to be eligible for this program. If I am not a currently licensed agent, I will not be considered an Insured under this program and no claims made against me will be covered.

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/titan. 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:	



June 2013

Full Payment of \$99

#### **Agents Affiliated with Titan Marketing Group**

**©** CalSurance

# Errors and Omissions Insurance Debit To Checking - Automatic Premium Collection Authorization Agreement for Pre-Authorized Payments (Debits) July 1, 2012 to July 1, 2013

I (we) hereby authorize CalSurance Associates, 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 <a href="written notification">written notification</a> 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

Please note that the initial installment will be taken upon receipt, all other installments will occur on the 15<sup>th</sup> of each month. If enrollment is received after the 10<sup>th</sup> of the month both initial and next installments will be collected.

TOTALS INCLUDE ALL APPLICABLE PREMIUMS, ADMINISTRATIVE AND INSTALLMENT FEES. **Option A Enrollmen Basic Option B** t Month **Payments Payments Payments** July 2012 Initial Payment of \$99 & 11 installments of \$49 Initial Payment of \$106 & 11 installments of \$56 Initial Payment of \$110 & 11 installments of \$60 Aug 2012 Initial Payment of \$99 & 10 installments of \$49 Initial Payment of \$106 & 10 installments of \$56 Initial Payment of \$110 & 10 installments of \$60 Initial Payment of \$106 & 9 installments of \$56 Sep 2012 Initial Payment of \$99 & 9 installments of \$49 Initial Payment of \$110 & 9 installments of \$60 Oct 2012 Initial Payment of \$99 & 8 installments of \$49 Initial Payment of \$106 & 8 installments of \$56 Initial Payment of \$110 & 8 installments of \$60 Nov 2012 Initial Payment of \$106 & 7 installments of \$56 Initial Payment of \$110 & 7 installments of \$60 Initial Payment of \$99 & 7 installments of \$49 Dec 2012 Initial Payment of \$99 & 6 installments of \$49 Initial Payment of \$106 & 6 installments of \$56 Initial Payment of \$110 & 6 installments of \$60 Jan 2013 Initial Payment of \$99 & 5 installments of \$49 Initial Payment of \$106 & 5 installments of \$56 Initial Payment of \$110 & 5 installments of \$60 Feb 2013 Initial Payment of \$99 & 4 installments of \$49 Initial Payment of \$106 & 4 installments of \$56 Initial Payment of \$110 & 4 installments of \$60 Mar 2013 Initial Payment of \$99 & 3 installments of \$49 Initial Payment of \$106 & 3 installments of \$56 Initial Payment of \$110 & 3 installments of \$60 Apr 2013 Initial Payment of \$99 & 2 installments of \$49 Initial Payment of \$106 & 2 installments of \$56 Initial Payment of \$110 & 2 installments of \$60 May 2013 Initial Payment of \$99 & 1 installment of \$49 Initial Payment of \$106 & 1 installment of \$56 Initial Payment of \$110 & 1 installmens of \$60

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. There will be a \$50.00 Declined/Non Sufficient Fund Fee charged when coverage is reinstated. Continuance of coverage can be obtained ONE time only within the ten (10) day period. Above rates are inclusive of a non-refundable 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 CalSurance Associates, A Division of Brown & Brown Program Insurance Services, Inc.

Full Payment of \$106

Address or Branch:  City: State:  Transit / ABA Number:  This authority is to remain in full force and effect until COMPAN time and in such manner as to afford COMPANY and Financia		
City: State:  Transit / ABA Number:  This authority is to remain in full force and effect until COMPAN		
Transit / ABA Number:  This authority is to remain in full force and effect until COMPAN	Zip	):
	Account Number:	
scheduled date.		
Name:		
Signature:		
Signature:	Date:	
(If account requires two signatures)		

(Enrollment will not be processed without it)

Affix Check Here



Full Payment of \$110