

PROFESSIONAL LIABILITY INSURANCE PROGRAM SPONSORED BY FINANCIAL SERVICES INSURANCE PURCHASING GROUP
 APPLICATION FOR "CLAIMS-MADE" and "REPORTED" E&O INSURANCE FOR LIFE INSURANCE AGENTS AND **SERIES 6** REGISTERED REPRESENTATIVES

E&O Plan Sponsor and Administrator: Financial Services Professional Liability Insurance Purchasing Group, Inc. 2685 Marine Way, Suite 1408 Mountain View, California 94043	(650) 428-0818 Tele. (650) 428-0860 Fax (800) 310-4486 Toll Free financialservices@prosurancegroup.com	Underwritten by one of the following insurance companies: Scottsdale Insurance Company, Ohio Scottsdale Indemnity Company, Ohio Scottsdale Surplus Lines Insurance Company, Arizona
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The undersigned, hereinafter referred to as *Applicant*, hereby makes application for the following "claims-made and reported" Professional Liability Insurance Coverage:

Coverage 1: Coverage for acts as a "life insurance agent" with respect to the sale of fixed life, accident health and disability insurance products; includes coverage for acts as a "financial planner" but only for financial planning services incidental to the sale of covered insurance products;

Coverage 2: Coverage for acts as a "life insurance agent" with respect to the sale of fixed life, accident, health and disability insurance products and fixed annuities; includes coverage for acts as a "financial planner" but only for financial planning services incidental to the sale of covered insurance and annuity products.

Coverage 3: Coverage for acts as a "life insurance agent" and series 6 "registered representative" with respect to the sale of fixed life, accident, health and disability insurance products and fixed annuities, plus mutual funds and variable products; includes coverage for acts as a "financial planner" but only for financial planning services incidental to the sale of covered insurance and annuity products.

In connection therewith, **Applicant** furnishes Scottsdale Insurance Company ("the Company") the following information.

I. Applicant				
Name:			Office Telephone:	
Mailing Address:			FAX Number:	
State/Zip	Insurance Licenses Held: <input type="checkbox"/> Life <input type="checkbox"/> Accident & Health <input type="checkbox"/> Other - Specify:	Securities Licenses Held: <input type="checkbox"/> Series 6 <input type="checkbox"/> Series 7 <input type="checkbox"/> Other - Specify:	Email:	
Years of Experience:			Broker-Dealer:	

II. Applicant Revenue		
List <i>Applicant's</i> gross revenue for the past year and estimates for the current year and next year:		
Prior Year:	Current Year:	Next Year:

III. Insurance Coverage			
3a. Current Professional Liability Insurance:	Yes	No	Inception Date:
			Retroactive Date:
3b. Requested Policy Inception Date:			

3c. Check Desired Coverage Option and Limits: Revenue: \$0 to \$250,000	Limits of Liability*: Each "Wrongful Act" / Insured Agent Aggregate					Retention
	\$ 500,000 / \$ 500,000 Cost	\$ 1,000,000 / \$ 1,000,000 Cost	\$ 1,000,000 / \$ 2,000,000 Cost	\$ 1,000,000 / \$ 3,000,000 Cost		
Coverage 1: Life, Accident & Health Only	<input type="checkbox"/> \$605	<input type="checkbox"/> \$695	<input type="checkbox"/> \$765	<input type="checkbox"/> \$800		\$1,000
Coverage 2: Life, Accident, Health & Fixed Annuities	<input type="checkbox"/> \$695	<input type="checkbox"/> \$785	<input type="checkbox"/> \$870	<input type="checkbox"/> \$915		\$1,000
Coverage 3: Life, Accident, Health & Fixed Annuities plus Mutual Funds and Variable Products	<input type="checkbox"/> \$900	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$1,165	<input type="checkbox"/> \$1,250		\$1,000 fixed products \$5,000 for all others

*Subject to \$5,000,000 Policy Aggregate

3d. Check Desired Coverage Option and Limits: Revenue: \$250,000 to \$500,000	Limits of Liability*: Each "Wrongful Act" / Insured Agent Aggregate					Retention
	\$ 500,000 / \$ 500,000 Cost	\$ 1,000,000 / \$ 1,000,000 Cost	\$ 1,000,000 / \$ 2,000,000 Cost	\$ 1,000,000 / \$ 3,000,000 Cost		
Coverage 1: Life, Accident & Health Only	<input type="checkbox"/> \$1,185	<input type="checkbox"/> \$1,325	<input type="checkbox"/> \$1,565	<input type="checkbox"/> \$1,730		\$1,000
Coverage 2: Life, Accident, Health & Fixed Annuities	<input type="checkbox"/> \$1,425	<input type="checkbox"/> \$1,675	<input type="checkbox"/> \$1,815	<input type="checkbox"/> \$1,930		\$1,000
Coverage 3: Life, Accident, Health & Fixed Annuities plus Mutual Funds and Variable Products	<input type="checkbox"/> \$1,885	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$2,225	<input type="checkbox"/> \$2,385		\$1,000 fixed products \$5,000 for all others

IV. Claims and Complaints (If any of the following are answered "yes", you may not be eligible for the Program. Provide complete explanations in Section VI.)	
4a. Has any claim, suit or arbitration for alleged malpractice, error, omission, mistake or other wrongful acts been made against <i>Applicant</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4b. After a review of <i>Applicant's</i> records, does <i>Applicant</i> have any knowledge or information of any fact situation, allegation or incident which may result in a complaint, claim, suit or arbitration against <i>Applicant</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4c. Is <i>Applicant</i> aware of or involved in any fee dispute with a client?	<input type="checkbox"/> Yes <input type="checkbox"/> No

V. Disciplinary Action (If any of the following are answered "yes", you may not be eligible for the Program. Provide complete explanations in Section VI.)	
5a. Has any professional license or registration of <i>Applicant</i> ever been denied, suspended, revoked, non-renewed or restricted in any way?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5b. Has <i>Applicant</i> ever been disciplined, fined, or suspended by the SEC, NASD, a state securities, corporation or insurance department or other regulatory body, or formally reprimanded by any court or administrative agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5c. Has any complaint ever been filed against <i>Applicant</i> with a consumer agency, <i>Applicant's</i> broker/dealer, the SEC, NASD, a state insurance, corporation or securities department or other regulatory body? Is <i>Applicant</i> currently under investigation by any of these authorities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5d. Has <i>Applicant</i> ever been formally accused of violating any professional association's code of ethics?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5e. Has <i>Applicant</i> ever been convicted of a criminal offense other than minor traffic violations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5f. Has any contract between Applicant and his/her insurance company, broker/dealer or others been suspended, terminated, non-renewed or restricted for cause?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5g. Has Applicant ever had a professional liability insurance policy or fidelity bond declined, canceled, issued on special terms, renewal refused or had a request that an application for insurance or for a bond be withdrawn?	<input type="checkbox"/> Yes <input type="checkbox"/> No

VI. Explanations (Please use this area if additional space is needed to answer any question.)	

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Applicant makes the following representations, warranties and agreements:

1. It is understood that completion of this *Application* does not constitute acceptance of this *Application* or obligate the Company to complete the insurance applied for. It is understood and agreed that the language of the policy, and not any summary language or marketing material, will determine insurance coverage.
2. It is understood and agreed: (a) that this *Application*, including, without limitation, all information submitted verbally or in writing in connection herewith and not contained herein, will be relied upon by the Company in making a decision whether to issue coverage; (b) that this *Application* will be made a part of the policy; and (c) that any such coverage will be issued in reliance upon the representations made in connection with this *Application*.
3. It is understood and agreed that failure to provide a true and complete response to any of the questions, statements or requests for information in this *Application* or to provide any other information material to this *Application* may, at the sole option of the Company, result in the voiding of the insurance coverage issued in reliance on this *Application* and/or denial of coverage for specific claims asserted against *Applicant*. The undersigned, *Applicant*, hereby waives any defense to an action by the Company for rescission of such coverage based upon misrepresentation of fact or failure to disclose material information in connection with this *Application*. *Applicant* agrees to hold the Company harmless from all loss as a result of any such misrepresentation or failure to disclose, including, without limitation, all costs and attorney fees incurred by the Company in connection with said action for rescission.
4. *Applicant* authorizes and consents to investigation of information bearing upon *Applicant's* moral character, professional reputation, and qualifications to engage in the activities to be insured, including, without limitation, authorization to every person or entity, public or private, to release to the Company, its agents and authorized representatives, any documents, records or other information bearing upon the foregoing. It is understood and agreed that these investigations may not be confined to information submitted in this *Application*, but may include any other information deemed relevant by the Company. It is understood and agreed that organizations releasing such information, their agents, servants and employees shall not incur any liability as a result of any information released or furnished pursuant to this authorization, including any errors, omissions or mistakes contained in such released information.
5. *Applicant* will notify the Company within 10 days of any material change in the nature of *Applicant's* business (including, without limitation, any changes in location, the kind of products sold or services provided or the answers to the questions posed in Sections III and IV of this *Application*) while this *Application* is pending and throughout the term of any coverage issued by the Company.
6. Premium shall be fully earned upon inception of coverage for an insured. There shall be no return of premium in the event of cancellation by the insured.

APPLICANT SIGNATURE: _____ Date: _____

PRINT NAME: _____

NOTICE: Any person who knowingly and with intent to defraud an insurance company or its representatives files an application for insurance containing false information, or conceals information on any fact material thereto, commits a fraudulent insurance act which is a crime.