

PROFESSIONAL LIABILITY INSURANCE PROGRAM SPONSORED BY FINANCIAL SERVICES INSURANCE PURCHASING GROUP RENEWAL

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 Insurance Association 2685 Marine Way, Suite 1408 Mountain View, California 94043 License # 0B53955

(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

The undersigned, hereinafter referred to as *Applicant*, hereby makes application for "claims-made" and "reported" Professional Liability E&O Insurance coverage and in connection therewith furnishes Scottsdale Indemnity Company ("the Company") the following information.

I. Applicant									
						Office Teleph	one:		
Mailing Address: FAX Numbe									
State/Zip	Insurance Licenses Held:	Securi	ties Licenses Held:	Email:					
	Life Series 6								
Years of Experience:	□ Accident & Health □ Series 7 Bro □ Other - Specify: □ Other - Specify:			Broker-De	Broker-Dealer:				
II. Insurance Coverage		· —							
2a. Current Professional Liability Insurance: Yes No Inception Date: Retroactive Date:					e Date:				
2b. Requested Policy Inception Date:									
2c. Choose Desired Coverage and Limits:			\$ 500,000/ \$ 500,000	\$ 1,000,000/ \$ 1,000,000			\$ 1,000,000/ \$ 3,000,000		
Fixed Products Only w/revenue of \$0 to \$250,000 Cost			\$560	\$660		\$7	795	\$2,500	
Fixed Products Only w/revenue \$250,001 to \$500,000 Cost		\$915	\$1,090		1 \$1	1,275	\$5,000		
Fixed Products Only w/revenue \$500,001 to \$1,000,000 Cost			\$1,350	\$1,595		1 \$1	1,875	\$10,000	
Fixed & Variable Prod. & Mutual Funds w/revenue of \$0 to \$250,000 Cost			\$660	\$810		950	\$2,500		
Fixed & Variable Prod. and Mutual Funds w/revenue \$250,001 to \$500,000 Cost			\$1,090	\$1,325		l,550	\$5,000		
Fixed & Variable Prod. and Mutual Funds w/revenue \$500,001 to \$1,000,000 Cost			\$1,595		\$1,975		2,295	\$10,000	
III. Revenue									
3a. List <i>Applicant's</i> gross revenue for the past year and	estimates for the current	vear and n	ext vear:						
	Prior Year: Current Year: Next Year:								
IV. Claims and Complaints (If any of the following a	re answered "yes", you m	nay not be e	eligible for the Progra	m. Provide c	complete ex	planations in	Section V	l.)	
4a. Has any claim, suit or arbitration for alleged malpractice, error, omission, mistake or other wrongful acts been made against <i>Applicant</i> ?							🗌 Yes		
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> ?						☐ Yes	No		
						🗌 Yes	No 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.)									
						🗌 Yes	No 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?							🗌 No		
5c. Has any complaint ever been filed against Applicant with a consumer agency. Applicant 's broker/dealer, the SEC, NASD, a state insurance							☐ Yes	No No	
5d. Has <i>Applicant</i> ever been formally accused of violating any professional association's code of ethics?						🗌 Yes	No No		
5. Has <i>Applicant</i> ever been convicted of a criminal offense other than minor traffic violations?							No.		

Disciplinary Action (cont)			
5f. Has any contract between <i>Applicant</i> and his/her insurance company, broker/dealer or others been suspended, terminated, non-renewed or restricted for cause?			
5g. Has <i>Applicant</i> 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?			
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.
- 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.

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.