



# **E&O Program for Agents Affiliated with Titan Marketing Group**

**Program underwritten by Arch Insurance Company, which  
is rated A+ (Superior): XV by A.M. Best Company\***

## **Additional Program Features:**

**Network Security & Crisis Management Coverage**

**Regulatory Action Defense Coverage**

**Vanishing deductible for first claim after three (3) years of continuous  
program participation**

**50% Deductible Reduction for Claims Settled at Mediation**

**Note: Additional program features are subject to various sub-limits and exclusions. Review specimen policy at  
[www.calsurance.com/titan](http://www.calsurance.com/titan) for details.**

**Enroll today at [www.calsurance.com/titan](http://www.calsurance.com/titan)**

### **For coverage questions, call:**

CalSurance Associates (888) 283-5651  
Monday through Friday 7 AM to 5 PM PST

### **For enrollment questions, call:**

Titan Marketing Group (800) 967-1819  
Monday through Friday 8 AM to 5 PM PST

\*The information obtained from A.M. Best dated August 30, 2017 is not in any way CalSurance Associates' 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.

CalSurance Associates  
A Division of Brown & Brown Program Insurance Services, Inc.  
681 South Parker Street, Suite 300, Orange, CA 92868  
Phone: 888-283-5651 Email: [info@calsurance.com](mailto:info@calsurance.com)  
Domiciled in California

 **CalSurance**<sup>®</sup>  
California License # 0B02587

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

***Master Policy Period:***

July 1, 2018 to July 1, 2019

Note: Individual coverage effective dates and expiration dates will vary based on individual enrollment.

***Insurer:***

Arch Insurance Company  
(A member of Arch Insurance Group)  
A.M. Best Rating: A+ (Superior): XV - Admitted

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***Policy Number:*** CAP0050304-06

***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.

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

\$ 1,000,000 per Claim/\$1,000,000 Aggregate; or  
\$ 1,000,000 per Claim/\$2,000,000 Aggregate  
\$35,000,000 Annual Policy Aggregate - All Insureds

***Coverage Enhancements:***

Network Security & Crisis Management Coverage  
Regulatory Action Defense Coverage

Note: Coverage Enhancements are subject to various sub-limits and exclusions. Review specimen policy at [www.calsurance.com/titan](http://www.calsurance.com/titan) for details.

***Deductible (Applicable to Damages and Defense Costs):***

\$ 500 per claim for products of Titan Marketing Group  
\$1,000 per claim for all other covered products  
50% deductible reduction for claims settled in mediation.

Deductible vanishes for first claim after 3 years of continuous E&O program participation.

***Insureds:***

The program is limited to licensed life and health agents who maintain an active affiliation with Titan Marketing Group. The agent must have had no more than one (1) claim and no more than \$20,000 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:***

**Option 1:**

The solicitation, sale, or servicing of:

- Accident & Health Insurance;
- Services as a notary public;  
Financial planning, advice, and consultation solely in conjunction with the products listed above.

**Option 2 adds:**

The solicitation, sale, or servicing of:

- Life Insurance, other than Variable Life Insurance;
- Financial planning, advice, and consultation solely in conjunction with the products listed above.

**Option 3 adds:**

The solicitation, sale, or servicing of:

- Disability Income Insurance;
- Financial planning, advice, and consultation solely in conjunction with the products listed above.

**Option 4 adds:**

The solicitation, sale, or servicing of:

- Fixed Annuities;
  - Equity Indexed Annuities;
- Financial planning, advice, and consultation solely in conjunction with the products listed above.

Covered Products do not include any 412(i) plans, 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 day automatic ERP provided to Insured Agents who terminate their Contract during the policy year at no additional premium charge;

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

Options to purchase a 3 year, 5 year or unlimited ERP 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.

***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 specimen policy is available by calling 888-283-5651 or by visiting [www.calsurance.com/titan](http://www.calsurance.com/titan). Note: This document is a summary of the coverage provided. All statements contained herein are subject to all terms, Conditions, and Exclusions of the actual policy.

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

- A. This policy does not apply to any Claim: 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**;
- I. 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;
- L. 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, property/casualty insurance agent 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;
- 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 :
  - 1. an **Insured**;
  - 2. the **Sponsoring Company**;
  - 3. any insurance company or **Broker/Dealer**;
  - 4. any insurance agent or broker;
  - 5. 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**;
  - 6. any enterprise that owns, operates, controls or manages an **Insured**;
  - 7. an enterprise which an **Insured** owns, operates, controls or manages; or
  - 8. 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 a **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 upon, arising out of or in 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;
- W. 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 limited to Moody's rated bonds of Ba or lower or S&P rated bonds of BB or lower);
- X. based upon, arising out of or in any way involving the purchase, sale, or the giving of advice regarding callable certificates of deposit or any investment involving ATM machines, payphones or ETS payphones, Debentures, CDOs, CMOs, 412(i) Plans, 419 Plans, Reg. D and unregistered securities products, DBSI Management products, Provident Royalties, Shale Royalties, Medical Capital Note Program, Black Diamond Program, Desert Capital REIT, IMH Secured Loan Fund, LLC, Geneva Exchange LLC/The Geneva Organization; or
- Y. based upon, arising out of or in any way involving a self-funded or partially self-funded medical plan.

**Note:** Additional exclusions apply to Network Security and Privacy Breach coverage. See specimen policy at [www.calsurance.com/titan](http://www.calsurance.com/titan) for details.



Agents Affiliated with Titan Marketing Group
ENROLLMENT FORM



Claims Made and Reported Errors and Omissions Coverage
Policy Period: July 1, 2018 to July 1, 2019

By applying for this insurance, you 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 3901 et seq.). There is no additional charge for membership.

Instructions: Complete all sections of this form. Incomplete forms will not be processed.

If you are paying by ACH or Credit Card, fax Enrollment Form and Payment Form to: Titan Marketing Group at 805-522-1901. If you are paying by Check, please mail Enrollment Form and Check to: CalSurance Associates, P.O. Box 7048, Orange, CA 92865-7048. Phone: 888-283-5651.

Section 1 Your Information:

Name: [Input fields]

Street Address: [Input field]

City: [Input field] State: [Input field] Zip: [Input field]

Phone: [Input field] - [Input field] - [Input field]

Fax: [Input field] - [Input field] - [Input field]

E-Mail: [Input field]

Section 2 Eligibility Questions:

- Does your total annual commission derived from the sale/servicing of Life, Accident & Health, Fixed Annuity, or Equity Indexed Annuity products exceed \$1,000,000?
Do you operate as a marketing organization or wholesaler?
Have you had more than one (1) E&O claim in the past five (5) years?
Have you ever had an E&O claim with more than \$20k total incurred (Loss or Expenses)?
Have you ever been the subject of a reprimand, regulatory/disciplinary action, or criminal action by any federal, state, or local authority, or by any self-governing, regulatory body as a result of your professional services?
Have you ever had an insurance company terminate your agent or general agent contract for "cause", as defined by the insurance company or agent contract, including contract termination as a result of a regulatory, disciplinary, or criminal action by any federal, state, or local authority, or by any self-governing, regulatory body as a result of your professional services?

If you answered "YES" to any of the above questions, your enrollment is NOT guaranteed and is subject to approval by the underwriter. Please provide an explanation and documentation regarding your "YES" response(s).

Section 3 Effective Date, Coverage & Limits:

Desired Effective Date: [MM] - [DD] - [YY]

IMPORTANT: Coverage will remain in effect for 12 months subsequent to your chosen effective date.

Table with 3 columns: Coverage & Limits (Select One), \$1,000,000 Per Claim \$1,000,000 Aggregate, \$1,000,000 Per Claim \$2,000,000 Aggregate. Rows include Option 1\* (A&H Only), Option 2\* (Adds Fixed Life), Option 3\* (Adds Disability Insurance), Option 4\* (Adds Fixed Annuities).

\* Please refer to the Outline of Coverage for a description of coverage. Annual rates are inclusive of a non-refundable administrative and sponsor affiliation fee of up to \$212.

Section 4 Payment Options:

Pay in full by Check. Forward Enrollment Form and Check to CalSurance Associates P.O. Box 7048, Orange, CA 92865-7048

IMPORTANT: Check should be made payable to CalSurance Associates.

Pay by Credit Card or ACH: Forward Enrollment Form and Payment Authorization Form to Titan Marketing Group.

Section 5 Auto Renew Notice:

Information regarding the 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. It is the insured's responsibility to verify renewal of coverage prior to expiration.

Section 6 Warranty Statement:

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

I understand that if I am an agent paying for coverage under this program, the premium paid is subject to a 10% short rate penalty should I decide to cancel for any reason. All other fees are non-refundable.

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 claims.

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:

[Signature line]

Today's Date:

[Date line]

### ACH (Debit-to-Checking) Option

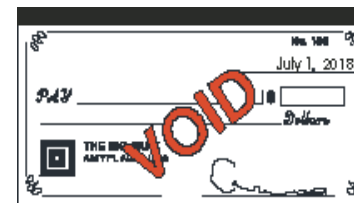
**Pay in installments by Debit-to-Checking:** I elect to pay my premium in monthly installments by ACH. Each installment includes an additional charge, which is not reflected in the "Pay in Full" total. I (we) hereby authorize CalSurance Associates, A Division of Brown & Brown Program Insurance Services, Inc. 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. I (we) agree that if premiums are not paid monthly or if the withdrawal is dishonored, coverage shall terminate upon ten (10) day Notice of Cancellation. **There will be a \$50 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. If funds are dishonored the second time, payment is due in full within the specified ten (10) day period. 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. Please note that there is a \$5 per installment fee if you elect to pay by installments.

Name of Financial Institution: \_\_\_\_\_  
 Address or Branch: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Transit / ABA Number: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 (If account requires 2 signatures):

### VOIDED CHECK REQUIRED

If you intend to pay by ACH Debit-to-Checking, please include a voided check or photocopy applicable to the above account.  
Your enrollment cannot be processed without it.



### Credit Card Option

**Pay in full by Credit Card:** I elect to pay the premium due in full by Credit Card.

**Pay in installments by Credit Card:** I elect to pay my premium in monthly installments by Credit Card. I authorize CalSurance Associates to process the installment charges on the date the enrollment form is received and the 15<sup>th</sup> of each month following. Each installment includes an additional charge, which is not reflected in the "Pay in full" total. If payment declines, coverage shall terminate upon ten (10) day Notice of Cancellation. Should payment decline a second time, payment is due in full within the specified ten (10) day period. Please note that there is a \$5 per installment fee if you elect to pay by installments.

MasterCard  Visa  Discover (We do not accept debit cards or American Express cards)

Account Number: [ ][ ][ ][ ] - [ ][ ][ ][ ][ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ] - [ ][ ][ ][ ][ ]  
 Expiration Date: [ ][ ] - [ ][ ] Today's Date: [ ][ ] - [ ][ ] - [ ][ ]  
 (MM) (YY) (MM) (DD) (YY)  
 Cardholder's Name: [ ] Cardholder's Signature: [ ]

Coverage & Limits	Amount Due if Paying in Full	Amount Due if Paying in Installments	
		1 <sup>st</sup> Installment*	Installment 2 -12 (To Be Collected on 15 <sup>th</sup> of each month)
Option 1: \$1M/\$1M	\$537.00	\$ 98.50	\$48.50
Option 1: \$1M/\$2M	\$584.00	\$102.42	\$52.42
Option 2: \$1M/\$1M	\$584.00	\$102.42	\$52.42
Option 2: \$1M/\$2M	\$630.00	\$106.25	\$56.25
Option 3: \$1M/\$1M	\$640.00	\$104.17	\$54.17
Option 3: \$1M/\$2M	\$692.00	\$108.50	\$58.50
Option 4: \$1M/\$1M	\$707.00	\$109.75	\$59.75
Option 4: \$1M/\$2M	\$755.00	\$113.75	\$63.75

\*If you enroll after the 15<sup>th</sup>, your initial and second month's installment will be combined.