

Indianapolis Life Licensing Instructions

Complete and Fax the attached licensing paperwork along with your state(s) insurance licenses to:

1-317-927-3376

Questions? Call Ms. Marty Fryman at
1-800-457-3557 Ext. 6819

mfryman@theusbroker.com

INDIANAPOLIS LIFE INSURANCE COMPANY
PPGA AGENCY CONTRACTING KIT – USBROKER.COM

Thank you for your interest in the Indianapolis Life Insurance Company. Please make sure all forms are **complete and signed** before sending. Remember that the contracting process is not complete until all paperwork has been received and approved.

_____ **Application for Prospective Agent** (Form 61010 R6/02)

*Complete in full, incomplete application may cause delay in contracting.

_____ **Fair Credit Reporting Act Agreement – FCRA** (Form 4880 R6/5/00)

_____ **EFT**

*Complete section on Agent Appointment Application and include a voided check or copy of a voided check.

_____ **Agency Contract** (ILAGY r4/5/02)

*If Corporate, Agreement must be signed in the Corporation name.

The form of execution is: "John Smith, President, ABC Corp."

_____ **Assignment of Entire Contract**, if applicable

*If assigning your commissions to a corporation already contracted with our company, please complete and sign.

_____ **Hierarchy Assignment**

*Completed and signed by Recruiter.

_____ **Errors & Omissions Form & Information**

*If declining, complete and return Waiver form, with proof of coverage.

*Include Enrollment or Waiver form with contracts to Indianapolis Life.

**** ALL agents requesting an appointment in Kansas MUST send in proof of comparable coverage or enroll through the company plan in accordance with Kansas.**

_____ **Privacy Notice** (Please keep for your records)

_____ **Current License Copy**

***Non-resident appointment and renewal fees are the agent's responsibility.** Please make checks payable to Indianapolis Life.

_____ **AmerUs Appointment Application**

*If you wish to sell the AmerUs Life Independent Choice product offered through ILICO, complete the attached forms. Include a check payable to AmerUs Life for non-resident appointment fees.

Any questions, please contact:

Indianapolis Life Licensing and Contracting Department at (800) 457-3557 ext. 6741.

Indianapolis Life Insurance Company
2960 N. Meridian Street
Indianapolis, IN 46208



BANKERS LIFE OF NY
An AMERUS Company

INDIANAPOLIS LIFE
An AMERUS Company

Designate insurer to which you are applying

AmerUs Life Insurance Company
Licensing and Contracting
611 Fifth Ave.
Des Moines, IA 50309
800/800-9882
515/242-2385 Fax

Bankers Life Insurance Company of NY
65 Froehlich Farm Blvd.
Woodbury, NY 11797-9847
888/900-9543
516/390-7435 Fax

Indianapolis Life Insurance Company
2960 N. Meridian Street
PO Box 1230
Indianapolis, IN 46206
800/457-3557, ext. 6741
317/927-6684 Fax

Producer Contract Application

Name of Distribution _____

A copy of your current license must be submitted along with this form. All sub-licensees on corporate license must complete the producer information on this form.

PRODUCER INFORMATION

Last Name _____ First Name _____ Middle Initial _____

Date Of Birth _____ Social Security Number _____ Male _____ Female _____

Business Street Address _____ County _____ City _____

State _____ ZIP _____ Bus Phone _____

Fax Number _____ Email Address _____

Residence Street Address _____ County _____ City _____

State _____ ZIP _____ Residence Phone _____

No. of years at current residence _____

Prior Residence Address _____ County _____ City _____

State _____ ZIP _____ No. of years at residence _____ Designation(s) _____

CORPORATE INFORMATION *(Complete this section if commissions are to be paid to a corporation. Corporation must be licensed)*

Corporate Name _____ Tax I.D. Number _____

Name(s) on corporate license _____

Business Address _____
Street County City State Zip

OVERNIGHT DELIVERY ADDRESS

Address _____

RECRUITER INFORMATION

Recruiter Corporate or Individual Name _____

Recruiter Phone _____ Recruiter Fax _____

Recruiter Number _____

COMPANY AFFILIATIONS

Company	From	To	Type of Contract	Current Status

Have you, the corporation, or any officer, director, or employee of the corporation:

- a. Are you presently or have you ever been contracted with AmerUs Life, Indianapolis Life, or Bankers Life of New York? Yes No
If you answered yes to the above question, please provide producer code and details including states licensed in _____

(Please include copy(ies) of license(s) & Non-Resident Fees)
- b. Do you have any new business pending? Yes No
If you answered yes to the above question, please include client's name, the date application was signed and the state application was signed in _____

- c. Do you presently have Error's & Omissions coverage? Yes No. If yes, provide Carrier and Policy number _____ **Attach carrier declaration page**
- d. Ever been subject to any claims resulting in payment by your E & O carrier? Yes No
- e. Do you hold a Securities License; if so who is your broker/dealer? _____
- f. Has your insurance license ever been revoked? Yes No
- g. Ever been discharged from any employment or had an insurance producer contract terminated for reasons other than low production? Yes No
- h. Ever plead guilty or Nolo Contendre (no contest) to or been convicted of any offense other than a minor traffic violation: Yes No
- i. Have you; the corporation; any officer, director, or employee of the corporation; or any company or agency represented by either you or the corporation been sued because of any allegation of wrongdoing as an insurance producer? Yes No
- j. Is your or the corporation's commission account with any other insurer in a negative position or in dispute, or have either of you been sued by an insurer to recover commissions or other amounts? Yes No
- k. Have you ever been sued or subjected to regulatory inquiry or action as a result of any activity relating to the promotion or sale of securities or other investments? Yes No
- l. Have you filed for bankruptcy in the last 7 years? Yes No
- m. If you answered yes to any of the above questions, please provide an explanation for each. (Attach a separate sheet if necessary).

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT (ATTACH VOIDED CHECK)

I hereby authorize AmerUs Life, Bankers Life, Indianapolis Life, and the financial institution named below to initiate credit entries to my account and to reverse any entries made in error. I understand that the company will give me prior notice of any such reversal.

Depositor Name _____ Bank Transit ABA Number _____
Account Number _____

This authorization is to remain in full force and effect until AmerUs Life, Bankers Life, or Indianapolis Life has written notification from me of its termination in such time and in such manner as to afford AmerUs Life, Bankers Life, or Indianapolis Life a reasonable opportunity to act on it. **Note:** In order to be set up for Automatic Deposit, a void check or other document that shows your bank ABA number and account number must be attached.

Taxpayer Identification Number (TIN)

Enter your taxpayer identification number or social security number _____

Certification - Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and;
- 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

PRODUCER AGREEMENT

By my signature below, I hereby acknowledge I have read the attached copy of the AmerUs Life, Bankers Life Insurance Company of NY, or Indianapolis Life Contract and I understand this Application will form and become a part of my Contract. I agree that, upon approval of this Application, my signature below will be deemed my signature on the attached Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements or amendments. I agree not to solicit business until I receive notification from the Insurer that my Application has been approved and that I am authorized to do so. I understand and agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract at the sole discretion of the Insurer.

Producer Signature _____ **Date** _____

If signing on behalf of a corporation, please specify officer title. _____



INDIANAPOLIS LIFE
An AMERUS Company

BANKERS LIFE OF NY
An AMERUS Company

AMERUS
Life

Indianapolis Life Insurance Company
2960 N. Meridian Street
PO Box 1230
Indianapolis, IN 46206
800/457-3557, ext. 6741
317/927-6684 Fax

Bankers Life of NY
65 Froehlich Farm Blvd.
Woodbury, NY 11797-9847
888/900-9543
516/390-7435 Fax

AmerUs Life Insurance Company
Licensing and Contracting
611 Fifth Ave.
Des Moines, IA 50309
800/800-9882
515/242-2385 Fax

Consumer Report Authorization

Authorization and Release for Use of Consumer Reports

In making this application for an Producer's Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. The Vector Insurance network will be checked for any reported outstanding producer debt with previous employers. I hereby authorize AmerUs Life, Bankers Life Insurance Company of NY, and Indianapolis Life to procure a credit report and/or consumer investigative report, and release it from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

For California, Minnesota, and Oklahoma Residents Only

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through Professional Resource Screening, P. O. Box 5130, Concord, CA 94524, in connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of this report. Yes No

Date: _____

Signature of Producer: _____

**INDIANAPOLIS LIFE INSURANCE COMPANY
AGENCY CONTRACT**

_____, (SSN, or TIN: _____), engaged in operating a life insurance agency as an independent business (referred to as the "General Agent")

and

INDIANAPOLIS LIFE INSURANCE COMPANY, a stock life insurance company (referred to as "the Company")

In consideration of the following terms and conditions, the parties enter into this Contract.

I. RESPONSIBILITIES OF THE GENERAL AGENT

- A. The General Agent shall be duly licensed by the Department(s) of Insurance having jurisdiction and shall operate its business in strict conformance with all applicable laws.
- B. The General Agent agrees to:
 - 1. Use its best efforts to recruit and recommend for appointment qualified agents/producers.
 - 2. Properly train and supervise agents/producers.
 - 3. Exert its best efforts in keeping all insurance effected under this Contract in full force and effect.
 - 4. Ensure that agents/producers comply with the underwriting and issue requirements of the Company and the applicable insurance laws and regulations of the state or states in which the General Agent operates.
 - 5. Conduct the General Agent's business in accordance with written instructions, manuals and other directions published by the Company from time to time.
- C. Deliver, and ensure that agents/producers deliver, in accordance with Company procedures, all policies and contracts solicited and received on behalf of the Company.

The General Agent shall not deliver or permit a policy delivery of a policy unless the proposed insured at the time of delivery is, to the best of the General Agent's knowledge and belief, in as good a condition of health and insurability as is stated in the application for such policy and unless the first premium has been fully paid and delivery is made within sixty (60) days from the date the policy is mailed from the Home Office.

- D. The General Agent agrees to keep accurate records of all transactions on behalf of the Company and to make such records available for examination and copying at any time by authorized representatives of the Company.
- E. The General Agent shall immediately forward to the Company any payment, entire or partial, taken with an application or taken upon delivery of the policy. The General Agent has no right or authority to collect or receive any monies for, or on behalf of, the Company except the initial premium procured by or through the General Agent. The General Agent shall securely hold all monies received as a fiduciary trust and same shall not be commingled with other monies.

II. COMPENSATION

- A. Compensation to the General Agent shall be as follows:
1. Subject to the conditions of this Contract, the Company shall pay the General Agent compensation on the terms and conditions set forth in the Compensation Schedules in effect at the time the business is written. Compensation shall not be earned or payable until the premium is received in cash (or waived pursuant to policy provisions) by the Company, and the policy is placed in force.
 2. The Company may modify, discontinue or withdraw any plan of insurance in any jurisdiction; fix the compensation on plans not included in the Compensation Schedules which are now or may hereafter be issued by the Company; and may change compensation for specific plans of insurance, on business thereafter written, not less than ten (10) days following written notice to the General Agent.
 3. The Company reserves the right to refund any premiums paid on any policy or contract if in its opinion such refund is justified for any reason. The General Agent will repay to the Company all compensation received on any premium refunded.
 4. The amount, if any, and the time of payment of compensation on changes, conversions, exchanges, reinstatements, term renewals, premiums paid in advance, policies issued on a guaranteed issue basis, other special cases and programs shall be governed by the Company's underwriting and administrative rules then in effect.
 5. Except for those forms of compensation which continue to be payable after termination of this Contract as set forth below in Section V, compensation will be payable only so long as this Contract remains in force.

III. GENERAL PROVISIONS

- A. The General Agent may not assign the rights to procure insurance applications or be relieved of the obligations of the General Agent under this Contract without the Company's prior written consent, which consent shall not be unreasonably withheld.
- B. The General Agent may assign the compensation accruing under this Contract. Such assignment shall not be effective until the Company receives written notice and a complete copy of the assignment at its Home Office. any assignment shall always be subject to the offset and lien provided for in this Contract unless the Company agrees to the contrary in writing.
- C. The General Agent shall be personally liable for any indebtedness or debit balance incurred by the General Agent or agents/producers recruited within the Agency. As security for payment, the General Agent hereby agrees that the Company shall have a first and prior lien against the compensation provided under this Contract to the extent of such indebtedness or debit balance. The Company may offset the compensation, which may accrue under this Contract by any indebtedness or debit balance, including interest. The existence of this lien shall not prevent the Company from recovering any indebtedness from the General Agent. The Company will waive this lien if substitute collateral is provided which is satisfactory to the Company.

- D. The General Agent shall be free to exercise independent judgment as to the time, place and means of performing all acts under this Contract, and the relationship of the General Agent to the Company shall be that of an independent contractor. Nothing in this Contract shall be construed to create the relationship of employer and employee between the General Agent and the Company.
- E. The furnishing of information concerning policyholders and beneficiaries shall be governed by such reasonable rules as may be established and published from time to time by the Company. Subject to applicable law, the Company will not require the policyholder consent as a precondition to furnishing such information as long as this Contract remains in force.
- F. Failure of the General Agent or the Company to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of any such conditions.
- G. No oral promises or representations shall be binding nor shall this Contract be modified except by agreement in writing, executed on behalf of the Company by a duly authorized officer and by the General Agent.
- H. This Contract and any schedules referred to herein supersede all previous Contract and agreements between the General Agent and the Company made for the procurement of insurance products; but it shall not diminish economic obligations of either party on existing policies which exist under any previous Contracts.
- I. All books, accounts, records, (including electronic records), documents, vouchers, letters received and all other items provided by the Company and relating to or connected with the business of the Company shall be the property of the Company. Upon termination of this Contract by either party, for any reason, the General Agent shall immediately return to the Company all accounts and records. The General Agent shall at all times, up to and including the return of said accounts and records to the Company, preserve and protect the confidentiality of such accounts, records and other items. The General Agent's breach of this confidentiality by releasing any information contained in said accounts, records and other items to other than the client, the client's advisor, or person specifically authorized by the Company shall be deemed a violation of this Contract.
- J. The General Agent has no authority to use, or permit the use of, any materials, supplies, advertising or other printed or written matter involving the Company (except that provided by the Company) without prior written approval.
- K. This Contract is an Indiana contract and shall be interpreted in accordance with the laws of the state of Indiana. The General Agent agrees to subject itself to the jurisdiction of courts in Marion County, Indiana for any legal proceeding arising under this Contract. General Agent further agrees that any legal proceeding that it may bring against the Company in connection with this Contract, shall be in Marion County, Indiana.
- L. The provisions of this Section shall survive any termination of this Contract.

IV. TERMINATION

- A. This Contract, together with any and all riders, supplements and schedules, shall terminate at the earliest of:
 - 1. Except as provided below, ten days (10) following written notice, by either party to the other party mailed to the address of the other party specified in VII below, with or without cause.

2. Immediately upon the death, sale, dissolution, termination or discontinuance of the General Agent unless the Company has given its written consent to the continuation of the contractual relationship, which consent shall not be unreasonably withheld.
 3. Immediately for any material act of fraud or dishonesty, or any wrongful withholding of funds, policies, receipts or other property belonging to the Company or to an applicant for insurance.
- B. The General Agent agrees that commencing with the termination date of this Contract by either party and for a period of two (2) years thereafter, the General Agent shall not directly or indirectly, solicit any application on any product sold by any competing organization which will result in the replacement of any Company product which was sold or serviced by the General Agent, Agent, Producer or Agencies recruited by it. The General Agent further agrees that during this two-year period, the General Agent will not use values from products of the Company to fund the sale of any product sold by a competing organization. The General Agent further agrees that it will not induce any agent or general agent to terminate an insurance product with the Company.

V. VESTED COMPENSATION

Payments of any sums by the Company to the General Agent after termination of this Contract shall be made only under this section. Upon termination of this Contract, commissions under this Contract are vested subject to the following:

- A. Payment of renewal commissions after termination shall continue as long as renewal commissions are generated on the policies involved.
- B. Notwithstanding anything to the contrary in this Contract, if this Contract is terminated under the provisions of Paragraph IV.A.3., no payments of any kind shall be continued after termination.

VI. NOTICE/MULTIPLE COPIES

- A. Any notice given under any provision of this Contract shall be complete upon deposit, postage prepaid, in the US Mail addressed to General Agent's address according to the Company's records or the Company at its home office, whichever applies.
- B. This Contract has been executed in multiple copies, each of which is deemed to be an original.

VII. INDEMNITY

- A. The Company shall indemnify and hold the General Agent harmless against any and all costs, expenses, losses damages, including exemplary and punitive damages, charges, counsel fees, payments and liabilities which may be asserted against it or for which it may be held liable arising out of or attributable to:
 - (i) any unauthorized or negligent act or omission of the Company or its designees, affiliates or employees; and
 - (ii) any wrongful or tortuous conduct of the Company or its designees, affiliates or employees.
- B. The General Agent shall indemnify and hold the Company harmless against any and all costs, expenses, losses damages, including exemplary and punitive damages, charges, counsel fees, payments and liabilities which may be asserted against it or for which is may be held liable arising out of or attributable to:

- (i) any unauthorized or negligent act or omission of the General Agent, its employees and agents/producers; and
- (ii) any wrongful or tortuous conduct of the General Agent, its employees and agents/producers.

C. The terms of this Article shall survive the termination of this Agreement.

Signed this _____ day of, _____, 20____.

THE GENERAL AGENT

By _____

As its _____

Executed at Indianapolis, Indiana, of this _____ day of, _____, 20____.

INDIANAPOLIS LIFE INSURANCE COMPANY

By _____

As its _____

Indianapolis Life Insurance Company
ASSIGNMENT OF ENTIRE CONTRACT

FOR VALUE RECEIVED, the undersigned, _____, herein called "AGENT" does hereby assign, transfer, and set over unto _____, herein called "CORPORATION", a corporation organized under the laws of the State of _____, all right, title, and interest in and to the "Writing Agent's Contract" dated _____, by and between "AGENT" and the Indianapolis Life Insurance and any contracts with any subsidiary of such company, herein called "Company". This Assignment is effective for all business written on and after the date of acceptance hereof, but shall have no effect on compensation paid for business written prior to such date. This Assignment shall apply not merely to commissions and benefits, but to all rights, privileges, duties, and obligations under said Contract.

"AGENT" hereby warrants that the Assignment is proper and lawful, in the knowledge that the Company will rely on such warranty, and warrants also to save the said Company harmless from any costs or expenses whatever, including attorney fees, that it may incur because of such reliance.

Executed at _____, _____, this ____ day of _____, 20____.

Witness

Agent's Signature

General Agent (Consent)

Printed Agent's Name

Assignment accepted this ____ day of _____, 20____.

INDIANAPOLIS LIFE INSURANCE COMPANY

by: _____

as its _____

Outline of Coverage

Limits of Liability: or

\$1,250,000 Each Claim \$3,250,000 Each Claim

\$1,250,000 Aggregate Per Agent \$3,250,000 Aggregate Per Agent

or

\$2,250,000 Each Claim

\$3,250,000 Aggregate Per Agent

Defense Costs:

Inside the Limits of Liability

Claims Administration:

Lancer Claims Services, Inc.

Deductible:

\$ 500 Products of Indianapolis Life, Ameritus Life, CGT, Provident,

Illinois Mutual, Paul Revere, Ameritus Variable Life,

Ameritus Investment Corp., B.C. Christopher, Fahnestock

& Co., FNIC and Bankers Life of New York

\$2,500 For Claims involving all other covered Products and Services

(Damages Only)

Named Insured:

Agents of Indianapolis Life who have paid the premium and whose names

are on file with the Insurer.

Additional Insured:

Insured Agent's Business Entity

Partners

Officers

Directors

Heirs/Executors

Administrators

Stockholders

Employees of Agents

Coverage:

Claims Made and Reported Acts, errors or omissions arising out of the

rendering of or failure to render Professional Services

Personal Injury

Failure to supervise, manage or train

Retroactive Date:

Date of first continuous claims made E&O coverage

Professional Services Includes:

Basic:

Sales and/or servicing of:

Life Insurance

Accident & Health Insurance

Disability Insurance

Annuities

Variable Annuities

Providing advice, consultation and administration of above products,

whether or not a fee is charged

Also Includes:

Financial Planner Activities

Basic + Financial Products:

The following optional coverage will apply if elected at time of enrollment

and applicable premium is paid:

Other securities, including, but not limited to:

Stocks

Unit Investment Trusts

Real Estate Investment Trusts

But only those securities sold through B. C. Christopher, Fahnestock &

Co., FNIC or Ameritus Investment Corp.

Notary Public

Over 30 Years
of Proven Success
Over \$100 million
in annual sales

"The information obtained from A.M. Best dated 6/1/8/02 is not in any way Cal-Surance'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."



Cal-Surance Associates, Inc.
P.O. Box 7048
Orange, CA 92863-7048

Tele: (800) 745-7189
Fax: (800) 607-6875
Email: EandO@calsurance.com

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

Errors & Omissions Insurance

Plan Highlights

Sponsoring Life Company:
Indianapolis Life

Program Coverage Provided by:
American Automobile Insurance Company
A Fireman's Fund Insurance Company
2002 AM Best's A(Excellent): XV

Program Administered by:
Cal-Surance Associates, Inc.

Policy Period:
July 1, 2002 to July 1, 2003



Exclusions (The policy will not apply to)

- Dishonest, fraudulent, criminal acts or intentional acts
- Bodily injury, destruction of property
- 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 or real estate broker
- Premiums, commissions, taxes or any other client funds which any Insured collected or should have collected, returned or should have returned
- Activities in computer programming or processing
- Unauthorized use of confidential material
- Insolvency of any organization in which funds have been placed or coverage obtained. This exclusion will not apply if the organization in which funds were placed or coverage obtained was rated "A-" or better by the A.M. Best and was admitted by the applicable jurisdiction at the time of placement
- Disputes with another insurance agent or broker concerning commissions, fees, client lists or entitlements
- 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
- Ownership, formation, operation, or administration of a health maintenance organization, risk retention group, self-insurance program, 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
- 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
- Activities in exercising discretionary authority
- The sale of securities or Limited Partnerships other than through a NASD approved broker/dealer authorized by the sponsoring life company
- The formation, operation or administration of a Unit Investment Trust, Limited Partnership, Real Estate Syndicate or REIT.

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 Lancer Claims Services, Inc. in writing during the Policy Period for the coverage to be triggered. "Prior Acts" coverage is provided as long as this requirement is satisfied and in addition:

A. You had no knowledge of any claims or potential claims as of the effective date of the policy;

B. You have no other coverage for any such claim;

C. The act or personal injury occurred after the retroactive date which is the effective date of the Agent's first continuous claims made Errors and Omissions policy.

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. However, be aware that the deductible for outside covered products is \$2,500.

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

No.

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

Coverage will continue until the expiration date of the policy or 90 days after the date of contract termination, whichever is greater.

There is also a three (3) or five (5) year Optional Extended Reporting Period Endorsement available. The cost for this endorsement is 200% for three (3) years and 300% for five (5) years of the Agent's last annual policy premium. The request for the endorsement and the premium must be received by Cal-Surance before the expiration date of this policy.

This provision would also apply in the event of the Agent's death or retirement.

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" similar to that described above. 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 any verbal or written demand for payment or restitution, a Claim is "made" when the Insured first learns of it, a Claim is "reported" by giving written notice of it to Lancer Claims Services. A Claim must be "made and reported" during the policy period. The policy requires that written notice of claims be provided as soon as practicable during the Policy Period.

For your protection, the policy also includes an "Awareness Provision." This allows you to provide written notice of circumstances that could reasonably be expected to give rise to a claim. Then if a claim subsequently arises out of the described circumstances, it will be considered to be a claim during the Policy Period in which the written notice was received. Responsibility for such claims will rest with the carrier affording coverage during that Policy Period regardless of any future change in carrier.

How do I report a claim?

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

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

Lancer Claims Services, Inc.
333 City Boulevard West
Orange, CA 92868
(800) 821-0540

3. Cooperate with the Insurance Company and do whatever it takes to secure and effect any rights of indemnity, contribution or apportionment.

4. 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 document is a summary of the coverage provided. All statements contained herein are subject to all of the terms, Conditions and Exclusions of the actual policy. Call (800) 745-7189 to receive a copy of the policy.

INDIANAPOLIS LIFE

An **AMERUS** Company

WAIVER OF COVERAGE

I elected to maintain outside coverage and not participate in the Indianapolis Life sponsored E&O plan.

Name: _____

Agent #: _____

Address: _____

City/State/Zip: _____

Phone #: _____

Current Insurer:** _____

Limits of Liability: _____

Expiration Date: _____

Signature: _____

****PLEASE ATTACH EVIDENCE OF COVERAGE**

MAIL TO:

**Indianapolis Life Insurance Company
2960 North Meridian Street
Indianapolis, IN 46208**

Fax: (317) 927-3376

INDIANAPOLIS LIFE

An AMERUS Company

CalSurance
E&O Specialists For Over 25 Years



Enrollment Form

Claims Made and Reported Errors and Omissions Coverage
Policy Period: July 1, 2002 to July 1, 2003

Expiring Coverage: Enroll Within 30 Days of Expiration

Newly Contracted: Enroll within 45 days of contract date

ALL CHECKED (✓) ITEMS MUST BE COMPLETED FOR ENROLLMENT TO BE ACCEPTED

AGENT INFORMATION

✓ **Name:** _____ Agent #: _____
(Please Print)

✓ **Address:** _____

✓ **City:** _____ ✓ **State:** _____ ✓ **Zip:** _____

✓ **Phone:** _____ Fax: _____ E-Mail: _____

COVERAGE AND LIMIT OPTIONS:

I elect to participate in the Indianapolis Life E&O plan as follows:

✓ **Limit:** \$1,250,000 / \$1,250,000 \$2,250,000 / \$3,250,000 \$3,250,000 / \$3,250,000

✓ **Coverage:** Basic Basic Plus Financial Products

✓ **Effective date of coverage:** _____ ✓ **Premium From Table:** _____

COVERAGE ACCEPTANCE:

I understand that I must be a currently contracted Agent with Indianapolis Life to be eligible for the program. I understand 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. It is agreed and understood that 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. The premium is fully earned and there is no return of premium. Should my contract terminate, coverage will continue until the expiration date of the policy or 90 days after the date of contract termination, whichever is greater.

✓ **Date:** _____ ✓ **Agent's Signature:** _____

PAYMENT OPTIONS:

✓ (SELECT ONE)

- Payment in Full by Check:** Make check payable to **Cal-Surance Associates** for full annual premium.
- Payment in Full by Credit Card:** Please complete credit card information below.
- Payment By Installment:** I would like to pay my premium in four equal installments by credit card. I understand and authorize Cal-Surance Associates, Inc. to process the four installment charges on the date enrollment form is received and on, September 1, 2002 and November 1, 2002 and January 1, 2003. I understand that a \$5 processing fee will be added to the premium on each installment.

CREDIT CARD INFORMATION

MasterCard Visa (Sorry, No Discover or American Express Accepted)

✓ **Account #:** - - - ✓ **Expiration Date:** /

Cardholder's Name: _____

✓ **Cardholder's Signature:** _____ Date: _____

Please Mail or Fax this Form to:

Mail: Indianapolis Life Insurance Company, 2960 North Meridian Street, Indianapolis, IN 46208 **Fax:** (317) 927-3376

IF YOU HAVE ANY QUESTIONS, PLEASE CALL: (800) 745-7189 (7:00 A.M. TO 5:00 P.M. PST)

E-MAIL: EANDO@CALSURANCE.COM

INDIANAPOLIS LIFE

ENROLLMENT PREMIUM TABLE

Enroll Date	Coverage Option	\$1,250,000 Each Claim \$1,250,000 Annual Aggregate	\$2,250,000 Each Claim \$3,250,000 Annual Aggregate	\$3,250,000 Each Claim \$3,250,000 Annual Aggregate
July 2002	Basic	\$676	\$871	\$ 926
	Basic +Financial Products	\$763	\$980	\$1,043
Aug. 2002	Basic	\$622	\$801	\$ 851
	Basic +Financial Products	\$702	\$901	\$ 958
Sept. 2002	Basic	\$568	\$730	\$ 776
	Basic +Financial Products	\$640	\$821	\$ 873
Oct. 2002	Basic	\$513	\$660	\$ 701
	Basic +Financial Products	\$579	\$741	\$ 788
Nov. 2002	Basic	\$459	\$589	\$ 626
	Basic +Financial Products	\$517	\$662	\$ 704
Dec. 2002	Basic	\$405	\$519	\$ 551
	Basic +Financial Products	\$456	\$583	\$ 619
Jan. 2003	Basic	\$351	\$448	\$ 475
	Basic +Financial Products	\$394	\$502	\$ 534
Feb. 2003	Basic	\$296	\$378	\$ 400
	Basic +Financial Products	\$333	\$423	\$ 449
Mar. 2003	Basic	\$242	\$307	\$ 325
	Basic +Financial Products	\$271	\$343	\$ 364
Apr. 2003	Basic	\$188	\$237	\$ 250
	Basic +Financial Products	\$210	\$264	\$ 279
May 2003	Basic	\$134	\$166	\$ 175
	Basic +Financial Products	\$148	\$184	\$ 195
June 2003	Basic	\$ 79	\$ 96	\$ 101
	Basic +Financial Products	\$ 87	\$105	\$ 110

Above premiums include an administration fee.

AmerUs Group
Privacy Notice

Applicable to:

**American Investors Life Insurance Company
AmerUs Life Insurance Company
Bankers Life Insurance Company of New York
Delta Life & Annuity Company**

**Financial Benefit Life Insurance Co.
Indianapolis Life Insurance Company
IL Annuity and Insurance Company
IL Securities, Inc.**

Your privacy is important to us. AmerUs Group is committed to protecting your privacy and earning your trust. We respect your right to keep your personal information confidential and to avoid unwanted solicitations. **Please read this to learn how we will handle your personal information.**

Types of Information Collected

The companies of AmerUs Group collect information about people and property to quote and service insurance policies. Some of this is called "**Nonpublic Personal Information**", which generally means information that is provided by you, obtained by us, or that results from your transactions with us. It does not include information available to the general public. The type of information we collect varies according to the products or services you request and may include:

- **Application Information:** This is information we may receive from you on applications or other forms, by phone, and online. It includes, but is not limited to, your name, address, and telephone number, social security number, date of birth, gender, and medical history.
- **Transaction Information:** This is information about your transactions with us, our affiliates, or others. It includes, but is not limited to, your policy selections and premiums, payment history, policy values, policy inception and maturity dates, agent of record, and interest credited. We may also obtain information about you from other sources when establishing your policy, such as previous policies and consumer reporting agencies. It may also include additional information used to investigate and settle claims or complaints, such as agent statements and death certificates.
- **Medical/ Non-Medical Information:** This is information we may receive from providers of information and database management services, and is used to confirm or underwrite Application Information. It includes, but is not limited to, reports of one or more medical conditions or test results reported by companies, paramedical facilities, and medical facilities or providers.
- **Web Site Information:** Whenever you visit any web site on the Internet, including ours, certain information from your computer may be captured. The information we may receive from your computer when you visit our Web sites includes the referring Web site you visited before ours, your Internet e-mail address, browser version, and statistical information on Web traffic and usage patterns. Any web sites you visit, including ours, may also store "cookies" on your computer to save user information entered while visiting our Web sites, and collect technical data, such as your Internet protocol (IP) address, operating system, and session ID.

Parties to Whom We May Disclose Information

Nonpublic Personal Information about you and our former customers may be disclosed to others as permitted by law. Generally, this includes disclosures to third parties that are necessary to effect, administer or enforce your transaction with us, or in connection with servicing your policy. These parties may include, but are not limited to, independent contractors, insurance support organizations, insurance agents and brokers, health information management providers, third party administrators, reinsurance providers, and courts and government agencies. In accordance with the Fair Credit Reporting Act, we will not disclose information obtained from consumer reporting agencies without your consent.

We may also disclose information to people and companies that perform marketing services on our behalf or to financial institutions with whom we have joint marketing agreements. The purpose of this is to inform you of other financial products or services jointly offered, endorsed, or sponsored by us that we believe you may find useful.

Confidentiality & Security

We restrict access to Nonpublic Personal Information about you to those employees and other parties who must use that information to provide products or services to you. Their right to further disclose and use the information is limited by our employee handbook, applicable law, and nondisclosure agreements where appropriate. We also maintain physical, electronic, and procedural safeguards in compliance with applicable laws and regulations to guard your Nonpublic Personal Information.

This Notice is for your information. No reply is necessary.