

BCS AGENT'S E&O GROUP BLUE PLAN POLICY COMPARISON

TOPIC/CHANGE	Old Form 92.200 Blues Group	New Form 92.209 Blues Group
DECLARATIONS PAGE	Claims Made	Claims Made and Reported
COVERAGE GRANT	The Company agrees to pay on behalf of Insured such loss caused by a negligent act, error or omission by the Insured in rendering services as a licensed life, accident and health agent first made and reported during the policy period.	The Company agrees to pay Insured Loss and Defense Expenses resulting from a Claim first made and reported during the policy period.
PRIOR ACT COVERAGE	<p>In the Prior Acts Endorsement, the policy covers Prior Acts (negligent acts, errors or omissions committed prior to the inception date of the policy), only if:</p> <ol style="list-style-type: none"> (1) the insured was continuously covered under an errors and omissions policy from the date of the act to the beginning of the Policy Period; (2) the Individual Agent provides proof of the continuously in force insurance; and (3) the Insured had no knowledge of any Claim, or fact or circumstance that may be reasonably expected to lead to a claim. 	The same Prior Act coverage is provided, however, it has been moved out of the Prior Acts Endorsement and into the Coverage Agreement in the Policy form.
LIMIT OF LIABILITY	<p>Limit for loss on account of claims first made and reported to the company, each claim subject to an aggregate.</p> <p>Two or more claims arising out of a single act, error, omission or personal injury or a series of related acts, errors omissions or personal injuries shall be treated as a single claim (deemed made when first made and reported).</p>	<p>Limit is for Loss and Defense Costs on account of a single Claim first made and reported to the company.</p> <p>Two or more Claims against an Insured arising out of a Single Wrongful Act or multiple Wrongful Acts that share as a common nexus any fact, circumstance, situation, event or transaction, shall be treated as a single Claim (deemed made when first made and reported).</p>

TOPIC/CHANGE	Old Form 92.200 Blues Group	New Form 92.209 Blues Group
DEFINITIONS		
CLAIM	The earliest notice of legal process received by the insured, the earliest demand for money or services or a proceeding, event or development which could result in a claim or suit.	<p>“shall mean any written notice received by an Insured that any person or entity intends to hold such Insured responsible for a Wrongful Act involving Professional Services.”</p> <p>“‘Claim’ does not include (1) criminal proceedings or investigations, (2) administrative proceedings or investigations before a federal, state or local governmental, regulatory or licensing agency or any national, regional or local self regulatory association or commission.”</p>
CLIENT	None.	An individual or business who is a member of the general public and uses the Professional Services of the insured, but does not include an Individual Agent, an employee of an Individual Agent or any current or former owner, partners, shareholders or directors of an Individual Agent or Insured.
DEFENSE EXPENSES	None. See Defense Expense and Supplementary Payment section.	Defense expenses are within limits and the definition adds the requirement that attorney’s fees must be reasonable and necessary.
EXTENDED REPORTING PERIOD	None Defined. Extension Period, Section IX, provides that if the policy is cancelled or non-renewed by either the Plan or the Company, the Plan has a right to purchase a one year extension period by paying 100% of the annual premium within 30 days of termination. The coverage is for claims first made and reported during the extension period caused by negligent acts, errors or omissions during the during any consecutive policy periods covered by the policy or renewal thereof.	Means either (1) 60 days following the end of the Policy or earlier termination during which the Insured may provide the Company notice per the automatic Extended Reporting Period; or (2) such additional time for reporting claims for Wrongful Acts occurring prior to the end of the Policy Period as provided in a Separate Individual Agent Reporting Period Endorsement.
INCEPTION DATE	None.	The date an Agent becomes an Individual Agent.
INDIVIDUAL AGENT	None.	A licensed agent of the Plan who has applied for and been accepted for coverage under the Policy.

TOPIC/CHANGE	Old Form 92.200 Blues Group	New Form 92.209 Blues Group
INSURED	Licensed agents of the Plan on the Roster and (1) any employee of the Insured except for other licensed agents/brokers/sub-agents/sub-brokers; (2) heir, executor, administrator, assignee, etc. in the event of the insured's death, incapacity or bankruptcy; and (3) the agency for which the Insured is doing business, "but only as respects such agency's liability as it might arise out of the Insured's activities specified as covered elsewhere in the Policy."	<ul style="list-style-type: none"> (1) An Individual Agent; (2) Any secretarial, clerical, administrative or customer service employee but only if the employee is not involved in soliciting or negotiating insurance and devotes his or her full time to clerical or administrative services, and is not to include any employee acting as a agent/broker/sub-agent/sub-broker who receives compensation based on commission or on volume of premiums taken in. (3) The agency, "but only for such agency's vicarious liability resulting solely from Wrongful Acts of the Individual Agent otherwise covered under the Policy" and not due to any actual or alleged independent Wrongful Acts of the Agency. Owners, partners, shareholders of the agency are not insured under the Policy unless they are covered as an Individual Agent.
LOSS	Such amounts payable by the Insured in settlement of claims or in satisfaction of judgments up to the policy limit.	<p>"Amounts the Insured is legally obligated to pay including settlements or judgments, resulting from Claims up to the Policy limits. Loss shall not include:</p> <ul style="list-style-type: none"> (1) civil or criminal fines or penalties, (2) punitive or exemplary damages (3) multiplied damages (4) return or withdrawal of commission, fees or other consideration (5) costs and expenses from compliance with any injunctive or non-monetary relief; (6) matters deemed uninsurable under applicable law."
POLICY PERIOD	None.	The time between the effective date and the expiration or earlier termination date as of 12:01 a.m. Standard Time at the address of the Plan.
PROFESSIONAL SERVICES	None. See the Coverage Grant.	<p>Specialized services rendered to others as a licensed Life, Accident and Health Insurance Agent...or as a registered representative in the sale and servicing of mutual funds through a NASD registered broker/dealer organization.</p> <p>Professional Services do not include (1) the surrender, conversion or alteration of a Life, Accident or Health Insurance product in order to invest in anything other than a Life, Health or Accident Insurance product or a mutual fund sold through a NASD registered broker/dealer; or (2) any advice or recommendation to convert such an Insurance product as described in sub-paragraph (1).</p>

TOPIC/CHANGE	Old Form 92.200 Blues Group	New Form 92.209 Blues Group
WRONGFUL ACT	None. See the Coverage Grant.	Any actual or alleged negligent act, error or omission in the rendering of or failure to render Professional Services by an Insured to or for a client solely in his capacity as a licensed Life, Accident and Health Insurance Agent...or a registered representative in the sale and servicing of mutual funds through a NASD registered broker/dealer organization.
EXCLUSIONS		
BODILY INJURY	Bodily injury to or sickness, disease or death arising out of the acts of the Insured.	Substantially similar.
INVESTMENT ADVICE	None. But see exclusion re: the referral of individuals to persons or entities selling or serving securities products.	Any Wrongful Act based upon, arising out of, directly or indirectly resulting from or in consequence of the sale or recommendation of investments other than Life, Health or Accident Insurance or mutual funds through a NASD registered broker/dealer.
BUSINESS DECISIONS	Claims for commissions, taxes, fees, reimbursement or the failure to collect, pay or return premium or commingling or use of clients' funds.	Actual or alleged price-fixing, price discrimination, predatory pricing, restraint of trade, antitrust, or unfair anti-competitive conduct, commissions, contingent commissions, taxes, a dispute over fees, reimbursement, or the failure to collect, pay or return premium, commingling of, or use of, clients' funds.
WRONGFUL TERMINATION, DISCIPLINE OR DISCRIMINATION AGAINST AN EMPLOYEE	Termination or discipline of any employee or agent, including wrongful termination and breach of an employment or agency contract.	Expanded to include harassment, the failure to hire, or employ an applicant, the failure to promote any employee, or any adverse or differential employment action on the bases it violates any law enacted for the protection of employees.
VIOLATION OF ANY FEDERAL OR STATE SECURITIES LAW OR RULE	None.	Any actual or alleged violation of any statute or any rule or regulation of any federal, provincial or states securities regulatory agency, the Securities Act of 1933, the Securities Exchange Act, the Trust Indenture Act of 1939, the Investment Company Act of 1940, the Investment Advisors Act of 1940, any similar state laws or rules or common law regarding the offer, sale or purchase of securities.
WRONGFUL ACT WHICH HAS BEEN NOTICED PRIOR TO POLICY TO ANY OTHER INSURANCE POLICY	None.	Any Wrongful Act or any fact, circumstance or situation which has been the subject of any notice given prior to the effective date of this policy under any other insurance policy.

TOPIC/CHANGE	Old Form 92.200 Blues Group	New Form 92.209 Blues Group
SIGNING OR VERIFICATION OF AN INSURANCE APPLICATION OR OTHER DOCUMENT ON BEHALF OF CLIENT	None.	The actual or alleged signing or verification of any insurance application or other document on behalf of any Client
POLICY PERIOD	Determined by the Plan giving the Company an affidavit certifying the number of rostered agents and necessary statistical information on coverage to be provided at the beginning of each policy and the names of the new agents added six-months thereafter. As of the effective date, the Plan shall pay an annual premium for each agent listed on the roster with a mid-term premium adjustment.	The inception date of the Group policy is listed in Item 3 of the Declarations, however, as respects an Individual Agent, the Policy's effective date is the later of the date in Item 3 or the Individual Agent's Inception Date.
EXTENDED REPORTING PERIOD	<p>If the policy is cancelled or non-renewed by either the Plan or the Company, the Plan has the right to purchase an extension period by paying 100% of the annual premium, which period will begin upon the policy termination and run for one year, covering claims first made and reported for negligent acts that occurred during any prior consecutive policy periods covered by this policy, renewal thereof, or any replacement.</p> <p>The extension period applies only to claims made against agents on the most recent roster of agents and agents subsequently added but prior to the policy termination.</p>	<p>Offered if the policy is cancelled or non-renewed by the Plan, the Company or the Individual Agent. The new form Extended Reporting Period provisions entitles an Individual Agent who is insured as of the termination date an automatic 60 day Extended Reporting Period.</p> <p>The New Extended Reporting Period also extends an additional automatic Extended Reporting Period to an Individual Agent whose status as a licensed agent of the plan ceases and who is an insured at the time of the change in status. Under this provision, the Expended Reporting Period runs from the date of the change in status and continues for the remainder of the Policy Period, but only with respects to Wrongful Acts that occurred prior to the termination of the Individual Agent's affiliation with the Plan.</p> <p>The Individual Agent's automatic Extended Reporting period does not apply if the Individual Agent has failed to comply with the Policy provisions or if he or she has obtained other professional liability insurance.</p>

TOPIC/CHANGE	Old Form 92.200 Blues Group	New Form 92.209 Blues Group
NOTICE	<p>Prompt notice of any claim made or any proceeding, event or development which might result in a claim against the insured. In no event, shall such a claim, proceeding or development be subject to coverage under the policy if notice is given to the Company after the termination date, or the last day of the extension period.</p>	<p>As a condition precedent to coverage, the Insured must give notice of a Claim as soon as practicable. In no event, shall a Claim be subject to coverage under this Policy if notice of such Claim is given to the Company more than 60 days after the end of the Policy Period specified in the Declarations page.</p> <p>If an Insured becomes aware of a specific Wrongful Act and gives notice as soon as practicable, any consequences which have or may result from that Wrongful Act are deemed to have been made at the time such notice was given.</p>
CANCELLATION	<p>Coverage can be cancelled by the Plan or the Company by mailing written notice stating when, not less than thirty days such cancellation shall be effective. If the Plan cancels, the earned premium shall be the short rate amount of the actual premium. If the policy limit has been exhausted, the entire premium shall be considered earned.</p>	<p>Coverage can be cancelled by the Plan or the Company by mailing written notice stating when, not less than 60 days thereafter cancellation shall be effective. If the Plan cancels, the earned premium is the short rate amount of the actual premium, but if the Company cancels, earned premium shall be the pro rata amount of the annual premium.</p> <p>Under the new form, the Company may cancel coverage to an Individual Agent by sending written notice of cancellation and stating when, not less than sixty (60) days thereafter, or ten (10) days in the case of non-payment of premium, such cancellation shall be effective.</p> <p>The Individual Agent may cancel by mailing written notice stating the effective date of the cancellation. If the Individual Agent cancels, the premium will be cancelled short rate, where allowable by law. If the Company cancels, the earned premium is pro rata.</p>

TOPIC/CHANGE	Old Form 92.200 Blues Group	New Form 92.209 Blues Group
THE AGENCY COVERAGE ENDORSEMENT	Not Offered, except to the Kansas City Plan and to the Idaho Plan.	<p>Can be purchased by an Agency affiliated with a Blue Plan for coverage of its own independent Wrongful Acts and the coverage is not limited to the Insured Agency's vicarious liability for the acts of an Insured Agent under an Individual Agent's Policy. The Agency Coverage Endorsement defines an Insured to include the Insured Agency, its Employees acting within the scope of his or her duties as such, any owner, partner, executive, officer, director or stockholder of the Insured Agency, acting within the scope of his or her duties as such, and, in the event of death, heirs, executors, etc.</p> <p>The Agency Coverage Endorsement excludes coverage for Employees of the Insured Agency who purchased Individual Coverage and for the vicarious liability of such Individual Agent. The limit of liability under the Agency Coverage Endorsement is shared by all Insureds thereunder, regardless of the number of Insureds, and the aggregate Limit is the maximum amount the Company will pay for loss under the Agency Coverage Endorsement, regardless of the number of claims, claimants or Insureds involved in those claims.</p>