

One Financial Way Cincinnati, OH 45242

Post Office Box 237 Cincinnati, Ohio 45201-0237 Telephone: 513.794.6100 Fax: 513.794.4502 www.ohionational.com

Dear Prospective Independent Producing Agent,

We are pleased that you are applying for a contract with Ohio National Financial Services. In order to process your file we need the information listed below. All of the forms listed below are contained in this contracting kit. The other items will need to come from your office files. When these items have been gathered or completed, please return the items to your General Agent. If you have any questions regarding this information please contact your General Agent or agency office.

George B. Penson 84

#### Please complete, sign and return to your General Agent:

- Transmittal for IPA 1522-IPA
- Signed contract (Form 4300-IPA)
- Business Practices Guide Acknowledgement (Form 2246-A)
- Direct Deposit/EFT Form for Commission Payments (Form 1515)
- Errors & Omissions Insurance verification
  - NOTE: Each Agent/General Agent must have Errors and Omissions Insurance to be contracted with Ohio National.
  - o If you are applying for coverage through the Ohio National sponsored plan, please complete the attached form.
  - o If you are continuing coverage through your current carrier, please enclose a copy of the declaration page of that coverage.

#### Please attach these items from your files to the forms listed above and return them to your GA:

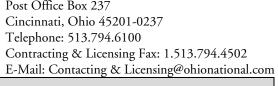
- Copy of License(s)
- Voided Check for Direct Deposit

#### Additional Required Items for Corporate Contracts:

- Corporate Endorsements to General Agent Contract (Form 4302-IPACE)
- Copy of Corporate License(s)

Note: Anti-Money Laundering training must be completed using the LIMRA training course before any policies are issued or commissions are paid to the agent.

Post Office Box 237



	Ohio National
®	Financial Services ®

Transmittal Form for IPA	
Туре	
☐ Individual IPA	
Prospective IPA Name	
Corporate IPA Licensee under Corporate IPA	
Prospective Corporate IPA/Licensee Name	
Prospective Corporate IPA/Licensee Tax ID#	
GA Recommendation	
Agency Name	Agency Code
Have you done business with this IPA before?  Yes No	
If yes what companies?	
I recommend this IPA for appointment.	
GA Signature	Date
License Requirements  Level of Compensation	
Licesnsing requirements attached:  Personal History (Form 1590-IPA) Copy of Current License Direct Deposit/EFT Form for Commission Payments (Form 1 Signed Contract (Form 960/IPA) E&O Declaration Page from Current Carrier OR Enrollm Business Practices Guide Acknowledgement (Form 2246-A)	
NOTE: Anti-Money Laundering training must be completed using the L are issued and commissions are paid to the Agent.	IMRA training course before any policies
Additional Items for Corporate Contract:  Corporate Endorsement to Producer Agent Contract (Form 06) Copies of Corporate Licenses	50 IPACE)
Variable Registration	
Is Applicant FINRA Registered?	
Series (Please circle) 6 7 63 Other	
Does Applicant Plan to Transfer to ONESCO? Yes No	
☐ Yes – Please contact ONESCO Licensing Department ☐ No – Attach Rep Data Sheet and CRD Report to this form	
Special Instructions:	

Form 1522-IPA Rev. 10/07 Page 1 of 1

Ohio National
Financial Services

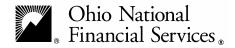
Post Office Box 237 Cincinnati, Ohio 45201-0237 Telephone: 513.794.6100

Contracting & Licensing Fax 1.513.794.4502 E-Mail: Contracting&Licensing@ohionational.com

## IPA Confidential Personal History (Please Print Clearly)

# <u>IMPORTANT</u> – PLEASE ATTACH A COPY OF YOUR E&O COVERAGE, RESIDENT LICENSE AND IF APPLICABLE, CORPORATE LICENSE & ARTICLES OF INCORPORATION

E-Mail Address				National	Producer N	umber	
General Informa	tion						
Name First		ddle	Last	(N	lickname)	Corporate Name	
Date of Birth			Social Security #			Cell Phone #	Tax ID #
Business Address (For	ONFS Business)	City	State	Zip	County	Business Phone #	Business Fax #
UPS Address (For	ONFS Business)	City	State	Zip	County	Spouse's Name	Office Administrator' Name
Current Resident Addre	ess	City	State	Zip	County	Home Phone #	Length of Residence
Professional Bac	koround						
(Indicate Mo/Yr)	Company Nan	ne & Address	Position	Reason	For Leaving	Name of Supervisor	May we contact?
From - To	Company 1 mm	20 00 11441 000	2 00101011	71040071	101 200,1118	Traine or oupervisor	112ay We continued
Annual Earnings \$							
From - To  Annual							
Earnings \$ Personal Conduction	rt .						
		11.	1	C 1	C : 1 1	. 1	1
theft, defamation, viole						arge involving forgery, frauc	<sup>1,</sup>
						tory agency (such as a state	103 110
insurance department,		det by, or fified of	disciplified by, a g	30 verimienta	ii or scii-regulai	tory agency (such as a state	☐ Yes ☐ No
Have you <b>ever</b> been or		d or threatened w	ith civil legal proce	edings or ba	inkruptcy or cr	editor protection	
proceedings?	,		8 1	0	1 7	1	☐ Yes ☐ No
Do you have <b>unsatisfie</b>	<b>d</b> judgments or lien	s against you?					Yes No
Have you <b>ever</b> been or				ce (STOLI)	or annuity tran	sactions, or any life	
settlement activity (e.g.,	, soliciting, brokerin	g, providing refer	rals, etc.)?				Yes No
Have you <b>ever</b> been der or omission by you?	nied coverage under	a fidelity bond or	was a claim ever fi	led or loss e	ver paid under	a fidelity bond due to an act	Yes No
Are you now subject to	any complaint or ir	vestigation that co	ould result in a "ve	s" answer to	any of the abov	ve questions?	☐ Yes ☐ No
						1 including names, places,	
acts and circumstances		yes , preuse aca	иси и иссилси сяр	iuiiuiioii, u	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1 meruang names, places,	, dutes und un relevant
Notice							
In connection with thi	is application, an i	nvestigative cons	umer report may	be prepared	which will pr	ovide applicable informati	on concerning
character, general repu	itation, personal cl	naracteristics and	mode of living. T	his informa	ation may be o	btained through personal	interviews with your
C	d associates. Upon	written request, a	additional inform	ation as to	the nature and	scope of any inquiry, if or	ne is made, will be
provided.		•	C 1				
						ancial institution, financial	
						ational Life Insurance Comp aining to my business and p	
						wictions, character and repu	
						ame. A photocopy of this au	
valid as the original.	, ,	·	•	•	C		
						for cancellation of any contr a period of 2 years thereafter	
Date	S:	gnature					
	51	5a.u.c					



Post Office Box 237 Cincinnati, Ohio 45201-0237 Telephone: 513.794.6100

#### **Personal Conduct Issues**

#### Personal Conduct Section of the Personal History Form

The following information outlines the actions required if a "yes" answer is checked for any of the six questions listed in the personal conduct section of the Personal History Form.

Per	sonal Conduct		
1.	Have you <b>ever</b> , after trial or by pleading guilty or no contest, been convicted of a felony or of a criminal charge involving forgery, fraud, theft, defamation, violence against persons or property or unethical or anti-competitive practices?	Yes	□No
2.	Have you <b>ever</b> , been charged with misconduct by, or fined or disciplined by, a governmental or self-regulatory		
	agency (such as a state insurance department, SEC, FINRA, etc.?	Yes Yes	☐ No
3.	Have you <b>ever</b> been or are you now involved or threatened with civil legal proceedings or bankruptcy or		
	creditor protection proceedings?	☐ Yes	☐ No
4.	Do you have any <b>unsatisfied</b> judgments or liens against you?	Yes	☐ No
5.	Have you <b>ever</b> been or are you now involved in any stranger-owned life insurance (STOLI) or annuity		
	transactions, or any life settlement activity (e.g., soliciting, brokering, providing referrals, etc.)?	Yes	☐ No
6.	Have you <b>ever</b> been denied coverage under a fidelity bond or was a claim ever filed or loss ever paid under a		
	fidelity bond due to an act or omission by you?	Yes	☐ No
7.	Are you now subject to any complaint or investigation that could result in a "yes" answer to any of the above	Yes	No
	questions?		

When the answer is "yes" to any of the above questions, the following is the action to be taken:

- 1. If a felony has been committed, we will **not** contract. For any non-felony; we need complete details including a copy of the indictment or other charging papers and a copy of the sentencing order or similar document reflecting the final disposition of the criminal charge.
- 2. We need complete information from the applicant and the regulatory agency. We need copies of the charge(s) and/or complaint(s), all communications with the agency and the complainant, and any and all findings. Decisions or rulings from the agency.
- 3. If there is an open bankruptcy or other creditor protection proceeding, we will **not** contract. When the bankruptcy or other creditor protection proceeding is closed, we need a full explanation of the circumstances which gave rise to the bankruptcy or other creditor protection proceeding. If there is or was pending litigation, we need copies of the complaint and the answer, as well as documentation showing the current status of the case or its final disposition, if the case is no longer pending. If a civil legal proceeding is threatened, we may require copies of any communications to or from the party threatening litigation and/or to or from his or her attorney.

#### 4. For an **unsatisfied** tax lien:

- a. If there is no repayment plan, we will **not** contract.
- b. If a repayment plan has been established, we need evidence that the payments are being made on schedule and a reasonable explanation concerning the circumstances which gave rise to the lien with any available supporting documentation. In order to verify this information, we may require the name of the IRS agent handling the case and, if so, the applicant must provide us with a written authorization for the IRS agent to release the information to us.

Form 1591 Rev. 7/09 Page 1 of 2 (OVER)

- 5. We need a full explanation of any such activity including whether: the applicant is licensed as a life or viatical settlement broker; engages in the routine solicitation of life or viatical settlements; provides or has provided solicited or unsolicited referrals to life or viatical settlement companies; or participates in non-recourse premium financing or STOLI transactions. If the applicant is regularly engaged in the solicitation of life or viatical settlements, or regularly participates in the sale of life insurance policies or annuities on the secondary market, we will **not** contract.
- 6. We need a complete explanation with documentation.
- 7. We need a full explanation of any such complaint or investigation including copies or any communications to or from the party and/or the attorney making the complaint or causing and/or conducting the investigation.

#### PERSONAL CONDUCT ISSUES EXPLANATION FORM

On the reverse is a description of our position on "yes" answers to one or more of the Personal Conduct questions on your Personal History form. Us the space below to give an explanation of the issue(s) and please remember to attach any additional documentation required to this form.

_ Applicant Signature
VP Approval
_ Legal Approval

Form 1591 Rev. 7/09 Page 2 of 2

#### INDEPENDENT PRODUCING AGENT CONTRACT

AGENT	City:	County:	State:

This Contract is made and entered into by **THE OHIO NATIONAL LIFE INSURANCE COMPANY** and **OHIO NATIONAL LIFE ASSURANCE CORPORATION** (individually and/or collectively the "Company") and the **AGENT** named above. The Company hereby appoints the Agent as its agent in the jurisdictions in which the Company and the Agent are duly licensed and qualified to do business. The Agent's appointment is subject to all of the terms and conditions of this Contract and of all Schedules, Supplements and Endorsements added to or incorporated into this Contract, whether or not physically attached hereto. The Company reserves the right, in its sole discretion, to determine the non-resident jurisdictions in which it will authorize the Agent to be licensed or otherwise qualified to solicit insurance and annuities for the Company.

#### I. AUTHORITY AND DUTIES

- 1.01 Agency Affiliation. The Agent is hereby assigned, for affiliation and general supervision purposes, to the General Agent who has signed this Contract recommending the Agent's appointment. The Company reserves the right, by written notice to the Agent, to reassign the Agent to another agency or representative with the consent of the General Agent or upon termination of the General Agent's contract with the Company.
- 1.02 Production and Service. The Agent is authorized to solicit and complete applications for insurance policies and annuity contracts issued by the Company; to transmit the applications to the Home Office; to effect delivery in person of policies approved by the Company; to obtain payment of the initial premium for the policies; and to provide service to policy owners and beneficiaries. This Contract does not cover or relate in any way to the solicitation, sale or servicing of any insurance policy or annuity contract which is subject to regulation, in whole or in part, as a security under federal law.
- 1.03 Restrictions on Authority. The Agent has only the authority to represent the Company which is necessary and appropriate for the Agent to perform this Contract. No other authority shall be implied. Any express authority given to the Agent outside the terms of this Contract must be in writing signed by an authorized officer of the Company. Without limiting the foregoing, the Agent has no authority to make, modify or discharge any contract of insurance; to waive any forfeiture; to waive any payment due the Company; to accept payment or tender of payment other than in cash or by means of a negotiable instrument acceptable to the Company; to extend the time for payment of any premium; to approve evidence of insurability; to bind the Company by making or receiving any promises, representations or notices contrary to, or inconsistent

- with, the terms and provisions of the Company's written insurance or annuity contracts or other written agreements; nor to obligate the Company to any indebtedness incurred by the Agent. The Agent is not authorized to accept any payment in cash unless the Agent has given a written receipt to the payor, with a copy thereof retained by the Agent.
- **1.04 Documents.** The Agent agrees to account promptly, according to the instructions of the Company, for all policies, premiums, receipts, vouchers, drafts, monies, valuable papers, documents, forms, manuals, computer disks and software of any kind received by the Agent from the Company, or from any person for the Company's account.
- 1.05 Funds. All funds or negotiable instruments collected or received by the Agent for payment to the Company, whether for premiums or otherwise, shall be transmitted promptly to the Company upon receipt. Funds received for payment to the Company shall be processed solely through a fiduciary account separate and distinct from the Agent's own funds or other funds.
- 1.06 Premiums and Notes. The Agent's authority to accept premium payments on behalf of the Company is limited to receipt of the initial modal premium payment necessary to place in force or to reinstate a policy or to effect delivery of a policy in accordance with the Company's delivery instructions. The Agent has no authority to accept notes in settlement of premiums, nor to bind the Company by receipt of premium payments for which premium notices or other billing forms are sent from the Company to the premium payor for direct payment to the Company.
- 1.07 Records. The Agent shall keep a regular and accurate account of all written sales materials used, of all presentations or proposals made, of all applications taken, of all premium payments or other funds received or transmitted, of all policies issued and delivered, and of all service to policy owners. All records, including any and all banking or other financial or business records pertaining in any way

to the Company's products or services or to the conduct of the Agent's or the Company's business, shall be open to inspection by the Company or its authorized representatives at all reasonable times.

- **1.08 Fidelity and Liability Insurance.** The Agent may, at the discretion of the Company, be required:
  - (a) to furnish a fidelity bond to the Company for the amount requested by the Company with surety or sureties satisfactory to the Company; and
  - (b) to maintain professional liability insurance (errors and omissions insurance) in an amount and form satisfactory to the Company.

#### II. COMPENSATION

- 2.01 Basis of Payment. Commissions and other forms of compensation paid by the Company to the Agent for policies produced under this Contract by the Agent shall be determined by the terms of this Contract and by the Company's published Compensation Schedules and published Compensation Rules and Practices which shall be deemed hereby to be added to and made a part of this Contract.
- 2.02 Changes in Compensation Provisions and Schedules. The Company reserves the right to change the rates of compensation, the products on which payable, and any other compensation elements or factors governed by this Contract, by giving the Agent notice in writing of the change. A change in the rate of compensation for a particular policy form shall be prospective only and shall not affect compensation for any policies produced under this Contract prior to the date when the change becomes effective. The Company reserves the right to withdraw from use any form of policy and to establish the compensation payable on products, plans or issue ages not previously published which are now, or may hereafter be, issued by the Company.
- 2.03 Commission Chargebacks. If the Company refunds to the payor any premium paid on an insurance policy or annuity contract whether by reason of the terms of the policy or contract or otherwise, the Agent shall be charged with, and shall then repay to the Company, any compensation , previously paid to the Agent with respect to the premium or premiums so refunded. The Company reserves the right, in its sole discretion, when settling disputes, claims or complaints of policy owners or beneficiaries, to refund any premium or premiums paid on an insurance policy or annuity contract. Premium refunds or credits which are included as part of the death proceeds or disability

benefits of an insurance policy or annuity contract will not result in a charge-back of compensation already paid to the Agent.

#### III. CONDUCT OF BUSINESS

- 3.01 Independent Contractor (Non-Employee) **Relationship.** Within the scope of the authority conferred by this Contract, the Agent shall be free to exercise independent judgment as to the persons solicited, when, where and how, and as to the performance of this Contract generally. In all respects, the relationship of the Agent to the Company in the performance of this Contract shall be that of an independent contractor and not an employee. Nothing in this Contract or in the provision of any form of compensation or other benefits derived from this Contract shall be interpreted or construed in any way by the Agent or by any other person to suggest or imply that the Agent is a "full-time life insurance salesman" or "statutory employee" within the meaning of the Federal Insurance Contributions Act (for Social Security purposes) or the Internal Revenue Code or to so classify the Agent or to cause the Agent to be so classified.
- 3.02 Company Rules. The Agent shall observe and conform to such rules and regulations as the Company shall publish from time to time relating to its underwriting practices, the acceptance of risks, the delivery of policies or otherwise relating to the conduct of the Company's business.
- 3.03 Materials and Advertising. No form, letterhead, business card, circular, advertisement, announcement, script or marketing materials of any kind making use of Company's name or logo or describing or referring to the Company's products or services, or to the Agent's business or services as a representative of the Company, shall be printed, published, electronically displayed or used in any way by the Agent unless and until the same shall have been first approved in writing by the Company.
- **3.04 Laws and Regulations.** The authority and duties of the Agent shall remain subject at all times to compliance by the Agent with all applicable federal, state and local laws and regulations, including, without limitation, state licensing and insurance laws and regulations.
- **3.05 Territory and Jurisdictions.** The Agent does not have exclusive rights in any territory or geographic location to which this Contract may apply. The Company reserves the right to appoint other agents

in any location, and to do all other things attendant to the proper furtherance of its business in any place. This Contract is made subject to the condition that the Company is, and shall continue to be, legally authorized to transact business in any jurisdiction to which this Contract may apply. The Company reserves the right to withdraw from all or any portion of any jurisdiction in which it is licensed to do business.

- 3.06 Disciplinary Actions; Fines. The Company shall have the right, in its sole discretion, to take disciplinary action against the Agent if, in the Company's judgment, the Agent engages in misconduct detrimental to the interests of the Company or engages in misconduct in violation of this Contract or in violation of fair and equitable trade practices in a matter relating to or affecting the Company. Disciplinary action may include, without limitation, suspension or the imposition of a fine or restriction against the Agent. The amount of any fine must be paid in full within 30 days after notice of the fine, either by payment in cash from the Agent or by the Agent's agreement to an immediate reduction in the compensation otherwise payable to the Agent under this Contract. The Company shall not be required to take disciplinary action prior to exercise of its right to terminate this Contract by notice to the Agent or prior to the exercise of any other rights which the Company may have under this Contract.
- **3.07 Suspension.** The Company reserves the right to suspend this Contract and to suspend further payment of compensation to the Agent for such reasonable period of time as may be necessary to investigate any conduct or activities of the Agent potentially affecting the Company's rights or liabilities hereunder.

#### IV. TERMINATION

- **4.01 Automatic Termination.** This Contract shall automatically terminate when the earliest of the following occurs:
  - (a) the death of the Agent if an individual or the dissolution of the Agent if a corporation or other legal entity; or
  - (b) termination or non-renewal of the Agent's insurance license by applicable regulatory authorities.
- **4.02 Termination by Notice or Agreement.** This Contract may be terminated by either party, with or without cause and with or without specifying a reason, upon giving 30 days advance written notice

- to the other party. This Contract may be terminated immediately by either party upon giving written notice to the other party in the event any of the following occurs:
- (a) a material breach of the terms of this Contract, including any unauthorized act undertaken by the Agent, or the Agent's violation of the Company's published rules and regulations relating to the conduct of its business; or
- (b) any act of fraud or misconduct by one party damaging to the other party; or
- (c) any material violation of state insurance laws or regulations or of any other legal requirements bearing upon this Contract; or
- (d) the Agent's failure to pay a fine or to comply with any other disciplinary measures imposed by the Company in accordance with Section 3.06 above.
- **4.03 Final Accounting.** Upon termination of this Contract, the Agent shall make a final report and shall turn over to the Company all funds, receipts, records, manuals, stationery, forms, computer disks and software of any kind and any other property of the Company which the Agent then or thereafter possesses or controls.
- 4.04 Compensation After Termination. No compensation will be paid to the Agent after termination of this Contract except for those items of compensation which are identified as vested items of compensation in the Company's published Compensation Schedules or published Compensation Rules and Practices. Payment of any compensation due the Agent after termination of this Contract does not, as such, give to the Agent, nor imply that the Agent then has, any continuing authority to represent the Company. Items of compensation not vested and therefore not payable after termination of this Contract shall not be available to offset any liability or indebtedness owing to the Company by the Agent.
- 4.05 When Compensation No Longer Payable.

  Notwithstanding Section 4.04 above or any other provision of this Contract, the Agent shall have no right or entitlement to receive payment or continuing payment of any form of compensation from the Company if any of the following occurs at any time:
  - (a) if the Agent engages in any act of fraud or misconduct damaging to the Company; or
  - (b) if the Agent fails to turn over any property or funds belonging to the Company or fails to make final accounting as required by Section 4.03 of this Contract; or

(c) if the Agent engages in a course of conduct involving the replacement of insurance in this Company with new insurance in another company, whether or not there has been compliance with any applicable governmental regulations concerning replacements.

#### V. MISCELLANEOUS

**5.01 Indebtedness.** All compensation payable by the Company to the Agent is subject to the right of the Company to set off against such compensation all obligations and liabilities, including indebtedness, of the Agent to the Company, whether arising under this Contract or otherwise. Any indebtedness owed by the Agent to the Company shall be a first lien and charge against any compensation payable hereunder. The Agent hereby assigns, transfers and sets over to the Company any monies that from time to time may become due to the Agent from the Company, under this Contract or otherwise, to secure any indebtedness of the Agent to the Company. Indebtedness of the Agent to the Company includes any indebtedness of the Agent to a subsidiary or affiliate of the Company.

- **5.02 Assignment.** No assignment, pledge or transfer of this Contract by the Agent, nor of any interest herein, accrued or to accrue, shall have any force or effect without the written consent of the Company.
- 5.03 No Waiver. No act or forbearance or failure to insist upon the strict performance of any of the conditions of this Contract, whether express or implied, shall be construed as a waiver by the Company of any of its rights hereunder. Payment by the Company of any compensation to which the Agent is not entitled under the terms of this Contract shall not waive the Company's right to discontinue or to recover such payment at any time.
- **5.04 Entire Contract.** This Contract represents the entire agreement between the parties relating to the subject matters herein. All prior oral agreements or understandings are merged herein. No modification of this Contract, or other agreement concerning it, shall be binding on the Company unless made in writing signed by an authorized officer of the Company at its Home Office.
- **5.05 Applicable Law.** This Contract shall be construed according to the laws of the State of Ohio.

IN WITNESS of their agreement to the terms and conditions of this Contract, the Company and the Agent have signed below. This Contract is not valid until approved and executed by the Company at its Home Office in Cincinnati, Ohio with the approved Effective Date shown below.

THE OHIO NATIONAL LIFE INSURANCE COMPANY AND OHIO NATIONAL LIFE ASSURANCE CORPORATION	AGENT
	Name (please print)
Ву	
	Signature
Title Vice President, PGA Marketing	
	Title (if signing for a corporation or other entity)
EFFECTIVE DATE	
	I recommend and agree to this appointment if approved.
	General Agent





# **Professional Practices**

# Business Practices Guide for Agents

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Back Acknowledgment Card Cover At Ohio National, we encourage all of our agents to strive toward the highest levels of professional competence and client service.



# Life Insurance Agents Play a Vital Role in Serving the Financial Security Needs of the Public

To serve their clients effectively, agents need the skills and abilities to:

- initiate, develop and sustain client relationships;
- help clients identify financial goals and opportunities;
- show clients how insurance and annuity products can meet their financial goals and priorities;
- assist clients with converting hopes and dreams into action; and
- provide continuing professional services for their clients.

The agent is responsible for acquiring and maintaining these skills and abilities through ongoing education, training and professional development.

As a starting point, professional competence demands a commitment to sound and ethical business practices. With that realization in mind, we ask all Ohio National agents to agree and commit to the standards of business conduct and responsibility described in this Guide and other company business practice standards.

This Guide summarizes and highlights many various business standards for Ohio National. See other company publications including Business Practice Advisories for more specific information. All Business Practice Advisories can be found through the ON-Net secure producer Web site under Doing Business>Compliance>Business Practice Advisories.



# Business Practice Advisory (BPA)

Periodically the company will issue advisories or other communications that update or further explain company policies or practices related to business and sales practices. You are responsible for adhering to these advisories as if included in this Guide. Every BPA is to be signed and maintained in your office and made available during office inspections. For your convenience, the BPAs are available through the ON-Net secure producer Web site. Previously issued BPAs include:

Introduction (August 17, 2001) 2001-01 Powers of Attorney (August 17, 2001) 2001-02 Money Orders (November 9, 2001)

2001-03	Client Replacement Information Form
	(December 17, 2001)
2002-01	Variable Universal Life Insurance Death Benefit
	Guarantees (February 1, 2002)
2002-02	Check Processing Procedures (May 3, 2002)
2002-03	Non-Resident Sales (August 9, 2002)
2002-04	Backdating of Life Policies to Save Age
	(September 27, 2002)
2003-01	Delivery Receipts for Annuities (April 15, 2003)
2003-02	Insurance Applications (May 20, 2003)
2003-03	Do Not Call (September 30, 2003)
2003-04	Non-NAIC Term Quote (November 2003)
2003-05	Florida Client Replacement Information Form
	(November 26, 2003)
2003-06	California Senior Insurance Laws
	(December 19, 2003)
2004-01	Interim Limited Temporary Insurance Agreemen
	(January 13, 2004)
2004-02	Electronic Communications (February 13, 2004)
2004-03	Incomplete Annuity Applications (May 11, 2004
2004-04	Senior Protection in Annuity Transactions
	(September 17, 2004)
2004-05	Customer Assurance Program for Annuities
	(December 3, 2004)
2005-01	Whole Life / API Limit Changes (May 13, 2005)
2005-02	Personal Conduct (December 23, 2005)
2006-01	Life Settlements & Viatical Settlements
	(April 7, 2006)
2007-01	Life Insurance Policy Delivery Requirements
	(March 16, 2007)
2007-02	Agents as Trustees, Owners or Beneficiaries
	(March 16, 2007)



# Licensing

Before soliciting insurance or other product applications for the company in any state, you must satisfy the appropriate laws and regulations regarding licensing and registration as an agent and/or appointment as an agent for Ohio National.

2007-03 Ohio Replacement Information Update

(September 25, 2007)



# Contracting and Authority

The extent of your authority as an agent for Ohio National or its subsidiaries is defined in your agent's contract with the respective company. You should thoroughly read and carefully follow your contract.

You are authorized to solicit applications for insurance, to deliver policies approved by the company and to provide service to policyholders. You do not have the authority to modify insurance policies or annuity contracts or to make written promises or guarantees on behalf of the company. Do not make statements or representations which are contrary to or inconsistent with the terms of our insurance policies and annuity contracts.



# Compliance with Laws and Regulations

Agents must comply with all laws and regulations and all company rules and requirements relating to the conduct of their business.

Remain alert to changes in these governing standards and dutifully study and follow new or revised requirements. Please consult your Compliance Manual and/or your FINRA Manual for specific requirements related to registered product activities.

In addition to the standards identified in this guide, the solicitation of registered products may require compliance with additional rules as identified by FINRA and your broker/dealer.



# USA PATRIOT Act Compliance

The USA PATRIOT Act is designed to detect, deter and punish terrorists, money launderers and other criminals both in the United States and abroad. The Act imposes obligations on insurers by providing more stringent antimoney laundering laws. The Act imposes criminal fines and penalties for noncompliance. The agent's role in detecting money laundering is unique and essential because of the

face-to-face contact the agent has with our customers. The agent must report suspicious activities that could potentially be a sign of money laundering to the home office Internal Audit and Legal departments. If you have any questions regarding suspicious activities, please contact the home office Internal Audit and Legal departments.



# Advertising/Sales Promotion Materials

All advertisements, stationery, business cards and materials using Ohio National's name, promoting Ohio National's products or promoting your services as an Ohio National agent must be approved in advance and in writing by Ohio National. Similar requirements relating to variable products and other securities are contained in the Compliance Manual published by the company's broker/dealer subsidiary.

Examples of materials requiring advance approval include Web sites, newspaper ads, audiovisual materials, sales scripts, written sales materials, brochures, illustrations, direct mail and pre-approach letters and radio and television spots.



#### Do Not Call

Federal law and the law of many states prohibit telemarketers or sellers from placing calls that solicit the purchase of a product or service to a residential telephone number that has been included on the national or state Do Not Call Registry. This may include personal wireless or cell phone numbers. Agents of Ohio National who telemarket may be considered sellers who are subject to these laws. The purpose of these laws is to protect the expectation of privacy citizens enjoy in their homes.

Federal law and the law of many states also prohibit sending facsimile advertisements without the prior express permission of the intended recipient. This applies to business and residential fax machines.

Additional information regarding Do Not Call laws is provided in the Business Practice Advisory (BPA) 2003-03. For information regarding Do Not Call lists and Registry, please review the Do Not Call information located through the ON-Net secure producer Web site under Doing Business>Compliance>Do Not Call Information.



## Illustrations

Product illustrations must be prepared and presented in a manner that complies with the laws and regulations of each state and/or regulatory agency. Ohio National provides the needed software for agents to generate product illustrations. No changes or alterations may be made by an agent to the company's software or to the illustrations produced from that software or to any other illustrations prepared by the company.

You should not highlight or add your own hand-written comments to the company's illustrations or other materials in such a way as to alter the emphasis or the effect of the presentation format. For example, it is not proper to highlight nonguaranteed values in an illustration so as to deemphasize or draw attention away from guaranteed values.

A complete illustration must be presented to the customer, including disclosure of product characteristics and discussion of the assumptions upon which the illustration is based. It is particularly important to discuss the guaranteed values shown and to point out how actual results – when different from those assumed – may affect the nonguaranteed values or costs shown in the illustration. Be sure that all required attachments are included with the illustration you present or give to the customer.

If you wish to develop, prepare or use any other product illustration materials (not prepared by Ohio National), advance written approval must be obtained from the company. Submit your materials to the company's Corporate and Marketing Communications department for review and approval.



# Representations

Make every effort to ensure that the customer has a fair understanding of the products you are offering. Do not omit or misrepresent important information so as to mislead customers. Records should be maintained to reasonably document your meetings and communications with clients.

Some states have adopted laws requiring that any sale of an insurance product, including fixed annuities, be suitable. (This is an extension of the suitability requirement that already applies to any variable product under the federal securities laws.) You need to be familiar with your state's laws and regulations on suitability issues and make sure you comply with them. To that end, we may, from time to time, publish information or provide forms to promote compliance with those laws and regulations. Please familiarize yourself with any such information or forms we provide for your state.

In addition, some states have enacted laws specifically intended to protect seniors. Those laws may require that the sale of an insurance product to a senior, including a fixed annuity, be suitable. As with any general suitability requirement, you need to familiarize yourself and comply with any state law or regulation relating specifically to

seniors. Further, you need to familiarize yourself with any information or forms we might provide for your state relating to senior-specific rules.



# Disparaging Remarks

The unfair trade practices laws in most states prohibit agents and companies from making disparaging remarks about other agents or other companies. Those laws also prohibit oral or written statements or representations about our competitors which are untrue, or which are deceptive, misleading or maliciously derogatory. You may provide your customer with truthful, factual information about other companies and products; however, be particularly careful about the information you present in a competitive or replacement situation. You may be at risk if your information is not complete or is not fully accurate.

Be cautious in commenting about companies experiencing financial difficulties. In some circumstances, courts have prohibited actions or comments by competitors which have the potential for inducing surrenders or cash withdrawals, thus financially harming the troubled company and other policyholders.



# Underwriting and Insurability

Ohio National will issue a life insurance or disability income insurance policy only after it has reviewed the applicant's personal, financial and medical information. The company must determine to its satisfaction whether a policy should be issued and under what circumstances or subject to what limitations. Ohio National relies upon you to obtain accurate and complete information on the application for insurance and to report all other known information which may be pertinent to the risk.



# Non-Resident Sales

As a general rule, you may not sell a life insurance policy or annuity contract to a resident of any state in which the form of the policy/contract has not been approved for issuance. Business Practice Advisory (BPA) 2002-03 provides additional information, including the limited circumstances under which a non-resident sale may be approved.

For your convenience, product availability can be located through the ON-Net secure producer Web site under Doing Business>Compliance>Business Practice Advisories and Doing Business>Compliance>Available Products.



# **Completing Applications**

Ask the questions as they appear on the application for insurance directly to the proposed insured, proposed annuitant or applicant because the answers become part of the insurance policy or annuity contract. Record the answers accurately and completely prior to the time the application is signed. Agents are not authorized to have the portion of the application left blank (or only partially completed) for later completion by the agent or by someone else.

Ask each question on the application and provide a full and complete response. This is for your protection as well as for the protection of the company and the applicant. Remember that the company has the right – and will, when appropriate, exercise the right – to deny a claim and to seek to rescind a policy if a material omission or misrepresentation is made on the application.

The writing agent should obtain the information from the proposed insured, proposed annuitant or applicant in person.

The agent who completes the application must sign the application as the witnessing agent. Only agents duly licensed and authorized by Ohio National may complete and witness an application.

Applications should be forwarded to the home office promptly upon completion.

Exceptions to this rule will be allowed only in accordance with rules and guidelines published by the company or, in special cases, with the company's prior written approval.



## Signatures

Agents may not sign another person's name on any form — or cause anyone else to sign another person's name — even if the person whose signature is required has informally or formally authorized the agent to do so. Spouses or relatives may not sign for one another. In addition, agents may not use any electronic means to reproduce a signature instead of obtaining an original signature. This prohibition applies to the company's administrative forms as well as to applications and contractual forms of any kind. The company will accept forms signed under a valid power of attorney submitted to the company in appropriate circumstances.



# Confidentiality

In your role as an agent for Ohio National, you will, in all likelihood, receive confidential, personal information

from your customers and from Ohio National. You may only use such information for performing your services as an Ohio National agent. Disclosure of confidential, personal information to persons not privileged or authorized to receive it is strictly prohibited.



## Customer Funds

You may not place customer funds in a personal checking account you maintain, nor may customer funds be placed in an agency's business account if prohibited by state law. All customer funds must be handled or processed in accordance with the company's published rules and guidelines.

Your agency or personal checking account may not use Ohio National's name or its logo.

You must immediately forward to the home office all checks or other items made payable to the company.



# Payments Made with Application

If you obtain a premium or deposit for the company at the time an application for life insurance is completed, you must deliver a properly executed temporary insurance agreement to the applicant. The temporary insurance agreement is included in the company's application packet.

You may only accept a premium payment or deposit with an application in accordance with Ohio National's published rules and guidelines. The company will not accept a premium payment or deposit on applications in excess of the amount of insurance set forth in the company's guidelines. If you did not obtain a premium payment or deposit when the application was taken, you may not accept

a payment or deposit tendered by the applicant while the application is pending in the home office unless:

- (1) you receive the prior approval of the Underwriting department;
- (2) you then obtain and send to the home office an executed warranty of health verifying that no material changes have taken place in the applicant's health since the application was signed;
- (3) you also obtain and send to the home office an executed interim temporary insurance agreement;
- (4) the stated amount of the new policy meets our temporary insurance limits; and
- (5) you receive payment in the form of a check from the applicant which you immediately forward to the home office with a copy of the written authorization from the Underwriting department.

If we receive a check that you should not have accepted, we will return the check directly to the customer with an appropriate cover letter. Similarly, if we decline to issue a policy upon which we have received a premium payment pursuant to a temporary insurance agreement, we will return the premium directly to the customer with an appropriate cover letter.



## Method of Payment

Premiums and other payments from applicants or policyholders must be remitted by their personal check, electronic funds transfer/draft or cashier's check (drawn on the applicant's/policyholder's account) and be made payable to Ohio National. If a check intended for Ohio National is made payable to an agent or agency, the check should immediately be endorsed payable to the order of the company and forwarded to the home office.

Agents are authorized to accept checks or cashier's checks for initial payments. Renewal premiums, however, are to be paid directly to the home office.

If the payor tenders cash (currency) to pay a premium, the agent should ask for payment by personal check or cashier's check. The company will not accept money orders to pay premiums on a life insurance policy or annuity contract during the first policy/contract year.



# Rebating Prohibited

The company does not permit rebating of premiums in any state. It is a violation of the anti-rebating laws in most states. It also is a violation of the anti-discrimination laws in all states for us to charge different rates for a particular policy to

customers in the same risk class and equal expectation of life (or facing the same expected health hazard).



## Policy Delivery

Once you receive an approved policy from Ohio National, you should promptly deliver the policy to the owner. Policies need to be delivered within the delivery period specified by the company on the policy transmittal form. The delivery period for annuity contracts is 20 days from the date the contract is mailed from the home office. At the time of delivery, you are encouraged to review the policy provisions with your client and, in particular, to point out the free-look period on the face page of the policy/contract.

All collect-on-delivery (C.O.D.) policies should be hand-delivered. Even when the premium needed to place the policy in effect was paid with the application, personal delivery is still the preferred method; however, Ohio National recognizes that there could be certain circumstances where in-person delivery of the policy by the writing agent may not be practicable. Any exception must be approved in writing by the home office. If a signed amendment to the application is needed, the signed amendment must be obtained prior to or at the time the policy is delivered.

Some states have regulations where it is mandatory to have a signed copy of policy delivery requirements in home office files. These items include, but are not limited to, delivery receipts, amendments, signed NAIC illustrations, etc. For more specific information, please review the ON-Net secure producer Web site under **Doing Business>Compliance>Business Practice Advisories**.

Every effort should be made to personally deliver the policy to your customer and obtain a policy delivery receipt.



# Reporting Adverse Underwriting Information Before Delivery

If you become aware of potentially adverse underwriting information after you have submitted an application to the home office and prior to delivery of the policy, you must immediately report the information to the home office. If you are about to deliver a policy when you learn of an adverse development (e.g., the proposed insured has been in an accident or has suffered a heart attack), do not follow through with delivery of the policy. Instead, first notify the home office and then wait until you receive clearance from the home office to go forward with delivery — if delivery can be permitted.



## Proof of Delivery

When required by the company or by state regulations, you must obtain a delivery receipt signed and dated by the policyholder at the time the policy is delivered. Even when not required, it is recommended that you obtain a delivery receipt or that you otherwise accurately document the fact that you have delivered the policy.



# **Retaining Policies**

An agent is not authorized to retain a client's policy in the agent's own possession for safekeeping or other purposes. The original policy should, in all cases, be delivered to the policyholder. If the owner thereafter requests that the agent retain the policy for convenience or ease of service, the agent should decline such request but the agent may retain a copy of the policy in the agent's files.



## Replacements

Most states have adopted replacement laws and regulations to protect the interests of the public. It is important that you become familiar with the replacement regulations of the states in which you do business and that you comply with those regulations at all times.

In general, it is a violation of state law to induce a policyholder to cancel or replace existing insurance based on a misrepresentation or false comparison.

When a replacement transaction occurs, you must be prepared to demonstrate that the advantages

and disadvantages of the replacement were fully and accurately disclosed to the customer and that the customer's decision was based on the merits. The Client Replacement Information Form (Form 6487) (not required in some states and not required for term sales or variable annuity sales) and the applicable state replacement form, if any, must be completed for fixed annuity and life insurance replacement sales. You are encouraged to document carefully the circumstances of the sale.



# Life Settlements and Viatical Settlements

An Ohio National agent may not participate in the purchase or sale of (1) a policy as part of a viatical settlement, (2) an interest in a viatical settlement or a pool or combination of viatical settlements, or (3) any other investment involving, or collateralized by, viatical settlements, except that an agent may act as a broker in order to facilitate the purchase of a nonvariable policy by a reputable viatical company and may receive a reasonable commission on the transaction.

Additional information regarding Life Settlements and Viatical Settlements is provided in Business Practice Advisory (BPA) 2006-01.



### Claims

All claims must be promptly reported to the home office. You should not attempt to investigate or evaluate a claim or to speculate on the outcome of a claim investigation. All information relating to claims handling will be initiated by the Claims department in the home office.



# Complaints

Notify the home office of any complaint you receive from a customer. Include a detailed explanation of the situation and any relevant documentation.

Remember that you may not seek to resolve a complaint by refunding premiums, by offering to pay over your commissions or by making any other payment to the policyholder.

Ohio National's goal, whenever reasonably possible, is to resolve customer complaints expeditiously and fairly. Your cooperation with the home office is essential in order to satisfactorily and expeditiously review and resolve complaints.



# **Audit Cooperation**

Your books and records relevant to Ohio National business are subject to inspection by the company at all reasonable times. Your files and records must be made available to the auditor immediately upon request, including any checking account used in whole or in part for business purposes.

A successful audit requires your full cooperation with the company's auditors. All participants in the audit are expected to conduct themselves in a professional, businesslike manner.



#### Personal Conduct

When you were contracted with Ohio National, you completed a Confidential Personal History (Form 1590 or 1591) in which you were required to disclose any personal conduct issues and events, including, but not limited to, bankruptcies, judgments, liens, regulatory actions and criminal history. You have a continuing obligation to disclose to Ohio National any changes or events in your personal history that would change your answers to the questions listed on your Confidential Personal History at the time of contracting or otherwise bear upon your relationship with Ohio National.

Additional information regarding reporting obligations is provided in Business Practice Advisory (BPA) 2005-02.



# Violations by Others

In the event you become aware that another individual has violated the rules and regulations governing the conduct of the company's business, the violation should be reported to the home office or to your regional officer. Ohio National will not voluntarily disclose the identity of the individual who reports a purported violation without the individual's express authorization.



# Professional Liability Insurance

All agents appointed by Ohio National are required, at their own expense, to maintain professional liability insurance, satisfactory to the company, covering errors and omissions for all products solicited.



# Return of Company Materials

In the event your position as an Ohio National agent is terminated, any and all confidential or proprietary information in your possession which belongs to Ohio National, together with all company-supplied forms, cards, letterheads, software or other materials must be returned to the company.



# In Summary ... Some Reminders

In summary, you should not:

- do business in a state where you are not licensed or registered;
- sell any Ohio National products unless and until you are expressly authorized to do so;
- use advertising/sales promotional materials or illustrations unless they have been preapproved in writing by Ohio National;
- make statements or omit information which could cause Ohio National's policies or other products to be misrepresented;
- disparage competitors;
- rely on information from anyone other than the proposed insured, proposed annuitant or applicant when completing an application for a policy;
- sign another person's name on a form or allow or cause anyone else to sign another person's name;
- retain a customer's policy in your possession;
- deposit customer funds in any personal account you maintain or control;
- rebate premiums or commissions;
- solicit replacement policies in violation of state law;
- attempt to investigate or evaluate a claim on the company's behalf;
- fail to report complaints expeditiously; and
- improperly reveal confidential information about your Ohio National clients.

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Obviously this brochure does not cover every sales or service situation that you may face with your clients. In addition, some of the information in this brochure may subsequently be superseded by BPAs or other updates to company policies and procedures. The company's manuals, rules and guidelines should be consulted as necessary.

If you have any questions regarding any particular situation or circumstance, or if you wish to address any specific concern, you are encouraged to contact your regional officer or the company's market conduct compliance department (Internal Audit). You may contact Internal Audit toll-free at 1.877.665.2468, option #3, extension 6341 or 6897.



# Acknowledgment

After you have received **Ohio National's Business Practices Guide for Agents,** please sign this acknowledgment form and return by mail.

I certify that I have received a copy of the Ohio National Business Practices Guide for Agents and will observe and conform to the policies and practices as outlined in the Guide in accordance with the Conduct of Business provisions in my contract with the Company.

int Name
gnature
ate

FORM 2246A REV. 6-09

# **Important Instructions:**

Please <u>complete</u> form, <u>tear</u> along perforation at right, and drop card in the <u>mail</u>.

# FIRST-CLASS MAIL PERMIT NUMBER 117 CINCINNATION POSTAGE WILL BE PAID BY ADDRESSEE OHIO NATIONAL FINANCIAL SERVICES CONTRACTING & LICENSING

OHIO NATIONAL FINANCIAL SERVICES CONTRACTING & LICENSING PO BOX 237 CINCINNATI OH 45273-8303







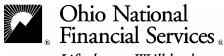
1909 100 Years 2009

Life changes.We'll be there.

The Ohio National Life Insurance Company Ohio National Life Assurance Corporation Post Office Box 237 Cincinnati, Ohio 45201-0237 One Financial Way Cincinnati, Ohio 45242 Telephone: 513.794.6100 www.ohionational.com

Form 2246 Rev. 6-09

© Ohio National Financial Services, Inc.



Life changes. We'll be there. ®

#### **MEMORANDUM**

To: New Agent with Ohio National

From: Agents' Compensation

Subject: Mandated EFT Guidelines

# IMPORTANT INFORMATION THAT WILL DIRECTLY AFFECT YOUR COMPENSATION PLEASE RETAIN A COPY FOR YOUR RECORDS

Ohio National is committed to providing you with the best possible service. To make the compensation process quicker and more efficient, we mandate electronic practices. Having your compensation directly deposited into your bank account offers the fastest way for you to receive your pay. In addition, all commission statements are available electronically on ON-Net, affording you easy access to details regarding each compensation cycle and improving our ability to address your questions and/or concerns about statements.

The guidelines for Electronic Funds Transfer (EFT) follow:

- You must submit a signed Form 1515 Direct Deposit Authorization Agreement, along with either a voided blank check **or** a savings account deposit slip **with a valid ACH number printed on it.**
- The direct deposit must be assigned to one designated account payments **cannot** be split into different accounts.
- Registered compensation must be made to a personal account.
- On the first pay cycle, a paper check will be generated. Your routing number and account number will be pre-noted with the bank to assure a smooth transmission of funds. After a valid pre-note is transmitted, EFT will begin with your next commission payment.
- If you need to change your account information once EFT has begun, you will need to submit a new Form 1515 Direct Deposit Authorization Agreement along with either a voided blank check or a savings account deposit slip with a valid ACH number printed on it. A paper check will generate until your new account information is pre-noted. After a valid pre-note is transmitted, EFT will begin again with your next commission payment. Please fax the form with your new account information to 513.794.4502.

#### Get Fast Access to your Commission Statements through ON-Net

All ON-Net users are able to access commission statements online. Here's how it works:

The compensation cycle is a three-day process starting on commission closing day. By the end of the third day, you'll be able to view details about your commission statement. The guidelines with respect to compensation statements are outlined below:

- There will be no paper statements mailed for commission cycles; statements are available via ON-Net only (this applies to detached agents as well).
- There will be no EFT payments made for account balances below \$100.00; however, a statement will be posted to ON-Net.

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• ON-Net will store commission statements for approximately 16 months. Please print a copy for your records or save a copy electronically.

#### **IMPORTANT! Security Measures and Security Code**

Commission statements and associated agency reports will be posted on ON-Net. Access to this information will be defined as follows:

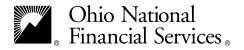
- Individual agents will only have access to their statements.
- The agency will have access to all sub-producer statements.
- General Agents must access statements through a personal six-digit ID to view statements and reports.
- The agency code **will not** access the General Agent's statement or reports.

#### **Randomly Generated Security Code**

In the bottom right-hand corner of your commission statement, we currently use a series of numbers to identify your RVP, your agency, and your agent ID. With the implementation of electronic statements, another randomly generated six-digit number will be added to this series. To ensure security, **this code will change each pay cycle and will be required** before we will answer any questions over the phone about a particular statement.

Please contact Agents' Compensation with any concerns or questions at 877.665.2468 (Option 9, then Option 6).

T-1725 Rev. 4/09 Page 2 of 2



Agent Name (print)

Post Office Box 237 Cincinnati, Ohio 45201-0237 Contracting & Licensing Fax: 513.794.4502

Agent Code

#### **Direct Deposit Authorization Agreement**

# Complete the direct deposit authorization agreement and forward to Agents' Compensation

I hereby authorize The Ohio National Life Insurance Company ("Company") to initiate credit entries to my (our) account indicated below for recurring payroll transactions. This authority is to remain in full force and effect until the Company has received written notification from me of its termination in such time and in such manner as to allow the Company reasonable time to act on it. I understand the Company makes no representation as to the tax consequences resulting from directing compensation to the referenced account. Please note: We will accumulate the account balance until it reaches \$100.00, which is the minimum amount that will be paid.

Banking Institution	9-Digit Routing Number	Account Number	Checking or Savings
tate law.	the name of the Producer or Prod		-
State	State Insurance License Numbe	er or NPN Number	
Signature of Agent		Date	

Attach a voided blank check or account deposit slip to validate account information. If you are attaching an account

Please Note: You must inform Ohio National of changes in the above information, and agree to indemnify and hold

harmless Ohio National for any penalties or costs it incurs as a result of your failure to do so.

Form 1515 Rev. 8/09 CL –CONTRACT (C) REQUIREMNT (T) DIRECTDEP (S)

deposit slip, it must have a valid ACH number printed on it.



# Ohio National

# Sponsored Errors & Omissions Program

As a valued representative of
Ohio National, you are
eligible to take advantage of
an exclusive E&O program
negotiated specifically to help
you easily obtain the E&O
coverage needed as an
Ohio National Representative.
Plan details, including
competitive rates, and an
enrollment form are included
in this brochure.

CA#0633005 d/b/a in CA Seabury & Smith Insurance Program Management 40851 B7193 ©Seabury & Smith, Inc. 2009

# **Plan Highlights**

Policy Period - April 1, 2009 to April 1, 2010

#### **Named Insured**

Agents of Ohio National and Registered Representatives of ONESCO who have paid the premium and whose names are on file with the insurer.

#### Insured

- Insured Agent's Business Entity
- Heirs/Executors
- Employees of Agents

#### **Coverage (Claims Made and Reported)**

- Acts, errors or omissions arising out of the rendering 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

#### **Prior Acts**

Provides coverage for securities transactions prior to contract with ONESCO. Requires completed application and underwriter approval. One-time charge of 30% of your annual premium applies.

#### **Defense Costs**

Outside the Limits of Liability.

#### **Professional Services**

#### Life Agent (All Companies)

- Life Insurance
- Employee Benefits Plans
- Annuities
- Accident & Health Insurance
- Disability Insurance
- Pension/Profit Sharing Plans
- Variable Annuities
- Variable Life Insurance
- Providing advice, consultation and administration of above products, whether or not a fee is charged

#### Also includes:

Financial Planner Activities

Notary Public

#### **Life Agent Plus Mutual Funds**

(Optional/Additional Premium Applies)

All of the above plus:

Mutual Funds

#### **Life Agent Plus Financial Products**

(Optional/Additional Premium Applies)

All of the above plus: Other securities placed through ONESCO, including, but not limited to:

- Stocks
- Bonds
- Unit Investments Trusts
- Limited Partnerships
- Real Estate Investments Trusts

## **Extra Plan Benefits**

**Credit Card Payment** 

**No Processing Fees** 

#### **Online Enrollment**

Visit www.proliability.com/ohionational



You can receive reimbursement of the cost in indemnifying a client for loss incurred as a wrongful act involving failure of the insured to follow directions from a client, or for mechanical, computer or human errors in processing transactions.

#### **Expanded Tail Coverage**

You are eligible for a full year of tail coverage after termination of your contract with Ohio National unless terminated for disciplinary purposes or you have current coverage under another policy. (Applies to wrongful acts committed after your prior acts date and prior to your termination with Ohio National.)

#### **Outside RIA Coverage**

Subject to underlying coverage requirements, coverage will be provided for Outside Registered Investment Advisor Claims.

#### **Limits of Liability**

\$1 million per Occurrence (Life & Health Agent Only)

\$1 million Annual Aggregate (Life & Health Agent Only)

If you are an ONESCO representative, you must carry coverage through Marsh Affinity Group Services, Seabury & Smith, Inc. and your options are either \$2 or \$5 million in coverage.

\$2 million per Occurrence

\$2 million Annual Aggregate

\$5 million per Occurrence

\$5 million Annual Aggregate

#### **Deductible**

\$500	For Products of Ohio National and ONESCO
\$1,500	For Claims involving all other covered products and services

## **Policy Exclusions\***

- · Any wrongful act that has been submitted under any prior policy
- Interrelated Wrongful Acts
- · Claims based on any act, error or omission for which the Insured had prior knowledge
- Claims by any spouse, child or any individual with whom the Insured has been involved in a live-in arrangement at the time of the loss
- Claims by an enterprise the Insured controls
- Damages allegedly sustained by anyone who is not a client of an Insured
- Claims from any governmental or self-regulatory organizations
- · Dishonest, fraudulent, criminal or intentional acts
- · Bodily injury, damage or destruction of property
- Contractual Liability
- Professional services performed by the Insured as an actuary, accountant, attorney, property or casualty agent, real estate agent or third-party administrator
- Claims based on the Insured's inability or refusal to pay or collect premium, claim or tax monies
- Claims based on tax advice provided by the Insured unless Insured advises the client to seek the advice of a tax professional
- Claims based on commingling or use of Client funds
- Claims based on profit gained by an Insured to which the Insured was not legally entitled
- · Insolvency of any organization in which funds have been placed or coverage obtained
- · Promises or guarantees as to the future value of an investment
- · Claims based on disputes over fees, commissions or charges
- · Claims arising out of Employees' Benefits Plans sponsored by an Insured as an employer
- · Claims arising out of the Insured's status as a Named Fiduciary
- Placement of coverage with Multiple Employer Welfare Arrangements
- Claims involving exercise of discretionary authority except when the Insured is exercising discretionary authority as a Registered Investment Advisor with respect to mutual funds, variable annuities or variable life products
- · Claims based on the design or implementation of any employee benefits plan
- · Claims based on price fixing, price discrimination, restraint of trade, antitrust or unfair trade
- Unauthorized use of confidential information
- Claims based on unlicensed activities
- Viatical settlements, ETS pay phones, structured settlements, promissory notes, life settlements or reverse mortgages
- Claims based on Insider Trading or the use of nonpublic information
- · Claims based on the Insured Broker/Dealer acting as a successor to another entity

<sup>\*</sup>Other exclusions may apply.



### 2009-2010 Enrollment Form

Claims Made and Reported Errors & Omissions Coverage Coverage Period: April 1, 2009 – April 1, 2010

Agents with expiring coverage must enroll within 30 days of expiration. Newly contracted agents must enroll within 45 days of contract date.

1. Complete Your Personal Information (please p	rint):			
First Name	Last Name			
Agent # (required)	Email Address			
Address				
City	State ZIP			
Daytime Phone ()	Fax ()			
2. Select Coverage:				
A. Effective Date of Coverage: / / (mm/dd/yyyy)				
B. Professional Services (check one):	C. Limits of Liability <i>(check one)</i> :			
☐ Life & Health Agent Only	\$1,000,000 Each Claim/\$1,000,000 Annual Aggregate (for Life Agents only)			
☐ Life & Health Agent Plus Mutual Funds	For ONESCO Registered Representatives			
☐ Life & Health Agent Plus Financial Products	$\square$ \$2,000,000 Each Claim/\$2,000,000 Annual Aggregate			
D. Premium Due (from Table attached) \$	☐ \$5,000,000 Each Claim/\$5,000,000 Annual Aggregate			
2 Cinn and Date:				
3. Sign and Date:				
program. Otherwise, I will not be considered an insured under this pme will be returned. If I am a currently contracted agent of Ohio Na such premium is considered "fully earned" and therefore I will not Ohio National or its subsidiaries terminate for any reason, coverage One-Year Extended Reporting Period (ERP) at no charge unless term	acted agent with Ohio National or its subsidiaries to be eligible for this colicy, no claims made against me will be covered, and any premiums paid by tional or its subsidiaries, paying a premium for coverage under this program, be entitled to a return premium for any reason. Should my contract with will terminate on the same date as my ONL termination. I will be provided a clinated for disciplinary purposes or I have current coverage under another de during the extended reporting period and occurring prior to the termination (280) coverage.			
proposed policy, and if any such claim exists, or knowledge or inform	any pending claim or incident that could give rise to a claim under the mation exists and any claim or action arises therefrom, it is excluded from verage may occur if I elect an effective date that is not continuous with my			
X	X			
Signature	Date			

#### 4. Return Enrollment Form and Provide Payment:

- •To pay by check, return this Enrollment Form and include a check payable to Seabury & Smith for the premium amount above.
- •If you prefer to pay by credit card or bank draft, complete the enclosed Authorization Agreement and return it with the Enrollment Form.

Fax your information to 515-243-2331, or mail your Enrollment Form and Credit Card/Bank Draft Authorization to:

Marsh Affinity Group Services
P.O. Box 14458, Des Moines, IA 50306-3458
Questions? Contact Marsh at 1-800-627-5538



The premium quoted includes compensation of 15% from CNA received by Marsh for providing services that may include enrollments, ongoing servicing, billing and communications. All marketing expenses associated with this program are paid by Marsh Affinity Group Services, Seabury & Smith, Inc.



# Authorization Agreement: Bank Debit or Credit Card Payment

**Please return with your signed Enrollment Form** 

1. Complete Your Personal Information (p	lease print):	
First Name	Last Name	
Agent # (required)		
Address		
City	State	ZIP
2. To Pay Quarterly, Complete the Information	ation Below for Either Bank	Debit or Credit Card:
l'd like to pay my E&O premium directly from my signed and dated my approval below.	checking account in quarterly insta	Illments. I've included a voided check and hav
I authorize Marsh Affinity Group Services, a service of Sea I understand that my annual premium will be divided into institution to charge my account accordingly. I understan accordingly. I agree to notify Seabury & Smith, Inc., shou	equal installments beginning on my ed that if my premium changes, I will b	effective date. I also authorize my financial
X		X
Signature		Date
l'd like to pay my E&O premium in quarterly instal have signed and dated my approval. Please charge		uded my credit card information below and
Credit Card Number	Ex	piration Date
Print Name Exactly as it appears on Card		
I understand that my annual premium will be divided into	four equal installments beginning on	my effective date.
X		X
Signature		Date
3. To Pay Annually, Complete the Credit C	Card Authorization Below:	
I'd like to pay my E&O premium with a one-time phave signed and dated my approval. Please charge		luded my credit card information below and
Premium Amount Due (from Enrollment Form) \$		
Credit Card Number	E:	xpiration Date
Print Name Exactly as it appears on Card		
X		X
Signature		Date



# CNA / Ohio National Agents E&O 2009-2010 Policy Year Rates\*

Effective Month	Contract Type	\$1 /\$1*	\$2 /\$2*	\$5 /\$5*
April	Life Agent	\$800	\$928	\$1,090
	Life Agent+Mutual Funds	N/A	\$1,566	\$1,881
	Life Agent+Financial Products	N/A	\$2,151	\$2,621
May	Life Agent	\$733	\$851	\$999
	Life Agent+Mutual Funds	N/A	\$1,436	\$1,724
	Life Agent+Financial Products	N/A	\$1,972	\$2,430
June	Life Agent	\$667	\$773	\$908
	Life Agent+Mutual Funds	N/A	\$1,305	\$1,568
	Life Agent+Financial Products	N/A	\$1,793	\$2,209
July	Life Agent	\$600	\$696	\$818
•	Life Agent+Mutual Funds	N/A	\$1,175	\$1,411
	Life Agent+Financial Products	N/A	\$1,613	\$1,988
August	Life Agent	\$533	\$619	\$727
	Life Agent+Mutual Funds	N/A	\$1,044	\$1,254
	Life Agent+Financial Products	N/A	\$1,434	\$1,767
September	Life Agent	\$467	\$541	\$636
•	Life Agent+Mutual Funds	N/A	\$914	\$1,097
	Life Agent+Financial Products	N/A	\$1,255	\$1,546
October	Life Agent	\$400	\$464	\$545
	Life Agent+Mutual Funds	N/A	\$783	\$941
	Life Agent+Financial Products	N/A	\$1,076	\$1,326
November	Life Agent	\$333	\$387	\$454
	Life Agent+Mutual Funds	N/A	\$653	\$784
	Life Agent+Financial Products	N/A	\$896	\$1,105
December	Life Agent	\$267	\$309	\$363
	Life Agent+Mutual Funds	N/A	\$522	\$627
	Life Agent+Financial Products	N/A	\$717	\$884
January	Life Agent	\$200	\$232	\$273
	Life Agent+Mutual Funds	N/A	\$392	\$470
	Life Agent+Financial Products	N/A	\$538	\$663
February	Life Agent	\$133	\$155	\$182
	Life Agent+Mutual Funds	N/A	\$261	\$314
	Life Agent+Financial Products	N/A	\$359	\$442
March	Life Agent	\$67	\$77	\$91
	Life Agent+Mutual Funds	N/A	\$131	\$157
	Life Agent+Financial Products	N/A	\$179	\$221

<sup>\*</sup>Liability Limits are per Occurrence/Annual Aggregate.