

RENEWAL TIME!

We have made it even **easier** for you to **enroll** in your Forester's E&O Program Online! Get the same great coverage faster! **Your coverage renewal date is February 1, 2016.** Take advantage of this opportunity to keep your business protected and avoid a lapse in coverage. **Enroll today** to get comprehensive coverage with the **same low rate!**

Program Highlights

- Same Top Rated Carrier
- Same Low Premium
- Expanded Online Enrollment Features
- Convenient, Secure Access
- Immediate Certificate of Insurance available upon completion of Online Enrollment

Renew Online in 5 minutes or Less!

Enroll online at: www.calsurance.com/IOF

* For the safety and protection of your financial information, payment by credit card must be completed online using our fully secure online enrollment system.

* For those who do not have web access, please call the CalSurance Customer Care Department at (877) 242-5997. Monday through Friday - 7:00 a.m. to 5:00 p.m. (PST) to have enrollment material faxed or emailed to you.

**Eligible agents will be automatically renewed in 2016, provided renewal payment is successfully drafted from payment method on file. Agents will be provided an opportunity to OPT OUT prior to renewal. Please refer to your renewal notice for details.*



CalSurance Associates, a Division of Brown & Brown Program Insurance Services, Inc.

Domiciled in California, California License #0B02587

681 S. Parker St. Suite 300, Orange, CA 92868

Questions? Contact us at 800-745-7189 or info@calsurance.com

FORESTERS
Agents' E&O Program
Outline of Coverage

Policy Period:

February 1, 2016 to February 1, 2017

Insurer:

Zurich American Insurance Company (a member of the Zurich Financial Services Group)

A.M. Best's A+ (Superior): XV

"The information obtained from A.M. Best dated October 2, 2015 is not in any way CalSurance Associates' warranty or guaranty of the financial stability of the insurer in question, and that the information is current only as of the date of publication."

Policy Number: EOC 5401348-12

A copy of the policy is available at:

www.calsurance.com/IOF

Risk Purchasing Group Membership:

By applying for this insurance, agents are applying for membership in the Financial Sales Professionals Risk Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901et seq.). There is no additional charge for this membership.

Limit of Liability:

Each Claim/Aggregate each "Named Certificate Holder"

\$1,000,000/\$1,000,000

or

\$2,000,000/\$2,000,000

Deductible:

Each Claim

\$1,000 Each Claim/Each "Named Certificate Holder"
(Damages only)

Retroactive Date:

The earlier of the "Named Certificate Holder's" date of first continuous contract with Foresters or date of first continuous claims made E&O coverage.

Eligible Participants/Named Insured:

Agents who maintain a contract with Foresters. If your agent contract terminates during the policy period,

coverage ceases 90 days after such date or at the end of the policy period, whichever is sooner.

Additional Insureds:

Corporation/Partnership/Business Entity
Partners/Officers/Directors/Stockholders
Employees/ Heirs/Executors/Legal Representatives of a Named Certificate Holder in the event of death, incapacity or bankruptcy

Coverage:

Claims Made and Reported coverage for acts, errors or omissions arising out of the rendering of or failure to render Professional Services as a licensed life, accident and health agent, broker, general agent, or registered representative.

Professional Services Means:

1. The sale, solicitation or servicing of:
 - a) Life Insurance, Accident and Health Insurance, Workers' Compensation Insurance as part of a 24-Hour Accident and Health Insurance product, Disability Income or Annuities;
 - b) Variable products, including but not limited to Variable Annuities, Flexible and Scheduled Premium Annuities and Variable Life Insurance;
 - c) Employee Benefit Plans funded with those products listed in a, b, d, and e;
 - d) Mutual Funds registered with the Securities and Exchange Commission;
 - e) "Securities" for which Forester Equity Services, Inc. or Foresters Financial Services, Inc. fka First Investors Corporation acted as the "Broker/Dealer";
 - f) The provision of financial planning services or investment advice, the delivery of financial planning or investment products and programs and the referral of discretionary trusts; and
 - g) "Financial Planning".
2. The supervision and training by a General Agent over the conduct of any Insured.

Duty to Defend?

Yes, to those claims for which coverage applies

Claims Administration:

Zurich North America/DFI Claims

Program Administration:

CalSurance Associates
A Division of Brown & Brown Program
Insurance Services, Inc.
California License Number 0B02587

Please review the attached program materials. A complete copy of the specimen policy is available by calling 877-242-5997 or by visiting www.calsurance.com/IOF. This document is a summary of the coverage provided. All statements contained herein are subject to all terms, Conditions and Exclusions of the actual policy.

Exclusion (including, but not limited to)

This Policy does not apply to any "Claim":

- A. Arising out of any act, error or omission of the "Insured" committed with dishonest, fraudulent, malicious or knowingly wrongful purpose or intent; however,
- B. Alleging bodily injury, sickness or death of any person, or injury or destruction of any tangible property, including loss of use thereof;
- C. Alleging the liability of others assumed by the "Insured" under any contract or agreement unless such liability would have attached to the "Insured" even in the absence of such agreement;
- D. By an enterprise which one or more "Insureds" own, operate, control or manage; or any "Claim" by an enterprise which owns, operates, controls or manages an "Insured";
- E. Arising out of services performed by the "Insured" as an actuary, accountant, attorney, real estate agent or real estate broker, named fiduciary or third party claims administrator;
- F. Arising out of, or contributed to by, any commingling of, or use of client funds;
- G. Arising out of, directly or indirectly, the insolvency, receivership, bankruptcy, or inability to pay of any organization in which the "Insured"
 - 1. Has placed or obtained a client's coverage;
 - 2. Has placed a client's funds; or
 - 3. Has recommended a client invest.However, this exclusion shall not apply if the "Claim" is based upon the insolvency, receivership, liquidation or inability to pay of any insurance company that was rated as B+ or better by A.M. Best Company at the time the business was placed, obtained or recommended;
- H. Arising out of the "Insured's" activities in computer programming or processing if the resulting programs or software are sold or distributed or if a fee is charged for use of such program or software;
- I. Made against any "Insured" or the "Additional Insured" by:
 - 1. Any "Insured";
 - 2. Any "Additional Insured";
 - 3. Any "Broker/Dealer";
 - 4. Any other insurance company;
 - 5. Any other insurance agency, brokerage or intermediary; or
- J. Arising out of the use of confidential information by an "Insured", including but not limited to such use for the purpose of replacement of coverage;
- K. Arising out of the "Insured's" inability or refusal to pay or collect premium, claim or tax monies, including surcharges or assessments of any kind;
- L. Arising from, or contributed to by, the placement of client's coverage or funds directly or indirectly with any organization which is not licensed to do business in the state or jurisdiction with authority to regulate such business. However, this exclusion does not apply to the placement of client's coverage or funds directly or indirectly with any eligible surplus lines insurance company;
- M. Arising out of the ownership, formation, operation, administration, advice, referral, recommendation or placement of coverage with any self-insured health maintenance organization, preferred provider organization, risk retention group, Multiple Employer Welfare Arrangement, self insurance program or purchasing group;
- N. Arising out of or based upon:
 - 1. The Federal Telephone Consumer Protection Act (47 U.S.C. sec. 227), Drivers Privacy Protection Act (18 U.S.C. sec. 2721-2725) or Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C. sec. 7701, et seq.); or
 - 2. Any other similar federal, state or local statute, regulation or ordinance;
- O. Arising out of the purchase, sale or the giving of advice regarding:
 - 1. Commodities, commodity future contracts, warrants, forward contracts, interest rate swaps or option contracts other than covered call option contracts or auction rate securities;
 - 2. Any security priced under five dollars (\$5.00) at the time of purchase;
 - 3. Promissory notes or other non-securitized evidence of debt;
 - 4. Viatical settlements, life settlements, stranger owned life insurance policies, or any security backed by either viatical, settlements, life settlements or stranger owned life insurance policies;
 - 5. Reverse mortgages or similar transactions in which the present value of a conditional contract is exchanged or sold;
 - 6. ETS pay phones or pay phone investments;
 - 7. "Junk Bonds" or "High Yield Bonds";
 - 8. A qualified retirement plan (intended to be a plan) described in Section 412(i) of the Internal Revenue Code of 1986, as amended;
- P. Brought by, or on behalf of, the Securities Investor Protection Corporation, or any governmental, quasi-governmental, regulatory, or self-regulatory entity, whether directly or indirectly;
- Q. Brought by, or on behalf of, any clearing agency or arising out of any function of any "Insured" or "Additional Insured" as a clearing agency;
- R. Arising out of the "Insured's" activities in exercising discretionary authority, management or control over a customer's account;
- S. Arising out of or based upon infringement of patent, copyright, trademark, service mark, trade dress, trade secret or trade name, unfair competition or piracy, theft or wrongful taking of concepts including using another's advertising ideas or other intellectual property;
- T. For "Personal Injury":
 - 1. Sustained by any "Insured" or "Additional Insured";
 - 2. Caused by or at the direction of the "Insured" with the knowledge that the offense would violate the rights of another and would inflict "Personal Injury";
 - 3. Arising out of oral or written publication of material, if done or at the direction of the "Insured" with knowledge of its falsity;
 - 4. Arising out of an electronic chatroom or bulletin board the "Insured" hosts, owns or over which the "Insured" exercises control; or
 - 5. Arising out of the unauthorized use of another's name or product in the "Insured's" email address, domain name or metatag, or any other similar tactics to mislead another's potential customer;
- U. Arising out of alleged discrimination of any kind;
- V. Prior to the first effective date of coverage issued to the "Named Certificate Holder", provided no "Insured" had any basis:
 - 1. To believe that any "Insured" had knowledge of any negligent act, error or omission or "Personal Injury";
 - 2. To foresee that any such negligent act, error or omission or "Personal Injury" or any related negligent act, error or omission or "Personal Injury" might reasonably be expected to be the basis of a "Claim";
- W. Based upon, arising out of, or attributable to:
 - 1. The actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of "Pollutants" into or on real or personal property, water or the atmosphere; or
 - 2. Any direction or request that the "Insured" tests for, monitors, cleans up, removes, contains, treats, detoxifies or neutralizes "Pollutants", or any voluntary decision to do so.

Please review the attached program materials. A complete copy of the specimen policy is available by calling 877-242-5997 or by visiting www.calsurance.com/IOF. This document is a summary of the coverage provided. All statements contained herein are subject to all terms, Conditions and Exclusions of the actual policy.



Foresters
Enrollment Application Form
 Claims Made and Reported Errors and Omissions Coverage
 Policy Period: February 1, 2016 to February 1, 2017



By applying for this insurance, you are applying for membership in the Financial Sales Professionals Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). There is no additional charge for membership.

Instructions: Complete all sections of this form. Please mail to: CalSurance Associates, PO Box 7048, Orange, CA 92863-7048.

Questions: Call CalSurance Associates, A Division of Brown & Brown Program Insurance Services, Inc. at (877) 242-5997 Monday through Friday 7:00 a.m. to 5:00 p.m. (PST) or e-mail at info@calsurance.com.

1. Your Information -- Please Print Clearly

Name (first, middle initial and last):

Street Address:

City

State:

Zip Code:

Daytime Phone:

- -

Fax:

- -

Email:

Agent # (Required)

2. Effective Date & Amount Due (Premium by Date of Enrollment)

Effective Date of Coverage : _____

Deductible: \$1,000 Each Claim/Each Agent Named Certificate Holder

Limit of Liability: Each Claim/Aggregate each Named Certificate Holder

Please select your Limit Option based on your Month of Enrollment:

Enrollment Month	Limit of Liability \$1M / \$1M	Limit of Liability \$2M / \$2M	Enrollment Month	Limit of Liability \$1M / \$1M	Limit of Liability \$2M / \$2M
Feb. 2016	<input type="checkbox"/> \$427.00	<input type="checkbox"/> \$545.00	Aug. 2016	<input type="checkbox"/> \$232.61	<input type="checkbox"/> \$292.10
Mar. 2016	<input type="checkbox"/> \$396.93	<input type="checkbox"/> \$505.88	Sept. 2016	<input type="checkbox"/> \$199.32	<input type="checkbox"/> \$248.78
April 2016	<input type="checkbox"/> \$363.64	<input type="checkbox"/> \$462.56	Oct. 2016	<input type="checkbox"/> \$167.10	<input type="checkbox"/> \$206.86
May 2016	<input type="checkbox"/> \$331.42	<input type="checkbox"/> \$420.64	Nov. 2016	<input type="checkbox"/> \$133.81	<input type="checkbox"/> \$163.55
June 2016	<input type="checkbox"/> \$298.12	<input type="checkbox"/> \$377.33	Dec. 2016	<input type="checkbox"/> \$101.59	<input type="checkbox"/> \$121.63
July 2016	<input type="checkbox"/> \$265.90	<input type="checkbox"/> \$335.41	Jan. 2017	<input type="checkbox"/> \$ 68.29	<input type="checkbox"/> \$ 78.32

Above premiums include a \$35.00 non-refundable administrative fee and are rounded to the nearest dollar.

3. Payment

(Billing Through CalSurance Associates, A Division of Brown & Brown Program Insurance Services, Inc.)

Payment in Full by Check: Check made payable to CalSurance Associates.

Want to pay by Credit Card or ACH (debit to checking) online? It's Fast, Easy and you can print your Certificate immediately upon completion.

Go to: www.calsurance.com/IOF

4. NOTICES AND WARRANTIES – SIGNATURE REQUIRED – THE FOLLOWING MUST BE COMPLETED

NOTICE: I must be a currently contracted agent with Independent Order of Foresters any to be eligible for this program. Otherwise, I will not be considered an Insured under this program and no claims made against me will be covered.

I warrant that I am currently contracted with Independent Order of Foresters.

NOTICE: This is a claims made and reported policy. If I have knowledge of any claim or incident that could give rise to a claim under the proposed policy and any claim or action arises therefrom, it is excluded from coverage for which this form applies. A potential gap in coverage may occur if I elect an effective date that is not continuous with my prior expiration date, and may result in the denial of a claim.

I warrant that I have no knowledge of any pending claim or incident that could give rise to a claim under the proposed policy.

I acknowledge that the specimen policy and program materials have been delivered to me via www.calsurance.com/IOF and I have reviewed these documents prior to enrolling in the program.

I warrant and represent that the above statements are true and that I have not suppressed or misstated any material facts and I agree that this application shall be the basis of the contract with the company issuing the policy. It is understood that completion of this application does not bind the company to issue or the applicant to purchase the insurance.

I have read the above notices and warranties and agree.

Agent's Signature:

Today's Date: