



CalSurance®

800-745-7189

M-F 7:00 AM - 5:00 PM PST

681 S. Parker St., Suite 300

Orange, CA 92868

Welcome to the Group Sponsored Errors & Omissions Program designed exclusively for Agents affiliated with Western Catholic Union. All of the information that you need in order to obtain professional liability insurance is available at www.calsurance.com/WCU

Here are just some of the features of this top rated E&O program:

- Competitive rates starting at \$502 per year
- Coverage for the Sale and Servicing of Life, A&H, Disability, Variable products and Employee Benefit Plans*
- Network Security and Privacy (Cyber Liability)** Coverage included
- Prior Acts Coverage provided
- Limit Options up to \$2,000,000 per Claim
- Low Deductibles
- 24/7 Access to your Certificate of Insurance Online
- Website available with program information, Newsletter Library, and Learning Center

* Please review Outline of Coverage for more details

** Please review Frequently Asked Questions for more details.

Enroll Online Today at: www.calsurance.com/WCU

Should you have any questions about this program, please call or email us at:

Phone: 800-745-7189 or info@calsurance.com



**The American Fraternal Alliance
Sponsored Agents' E&O Program
Outline of Coverage**

Policy Period:

January 1, 2021 to January 1, 2022

Insurer:

Zurich American Insurance Company
(a member of the Zurich Financial Services Group)
A.M. Best's Rating: A+ (Superior): XV

"The information obtained from A.M. Best dated October 2, 2020 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: EOC3781264-20

Risk Purchasing Group Membership:

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

Limit of Liability (exclusive of "Defense Costs"):

\$1,000,000 each "Claim" / Aggregate each "Named Certificate Holder"
OR
\$2,000,000 each "Claim" / Aggregate each "Named Certificate Holder"

Deductible (applicable to payment of "Damages" only):

Each "Claim"/each "Named Certificate Holder"

\$500 for claims involving products of a member Fraternal Society that participates in the American Fraternal Alliance E&O program.

\$1000 for claims involving all other covered outside products and products of societies that do not participate in the American Fraternal Alliance E&O program.

The deductible will be reduced 50% for the first claim reported by a "Named Certificate Holder" after 3 years of claims free continuity.

Retroactive Date:

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

Coverage:

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

Named Certificate Holder:

Individual shown in Item 1 of the "Certificate of Insurance" provided they are party to a contract with the Sponsor and are licensed by the appropriate authority to solicit and sell life, accident and health insurance products or services.

Insureds (share the limit of the "Named Certificate Holder"):

Corporation/Partnership/Business Entity
Partners/Officers/Directors/Stockholders
Employees acting in an administrative capacity
Heirs/Executors/Administrators or Legal Representatives in the event of death, incapacity or bankruptcy

Professional Services Means:

1. The sale and/or servicing of:
 - a. Life insurance, accident and health insurance, disability income insurance and annuities;
 - b. Variable insurance products, including but not limited to variable annuities, flexible and scheduled premium annuities, and variable life insurance;
 - c. Employee benefit plans funded with products listed in 1. a or b above;
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:

Lancer Claims Services
A Division of Brown & Brown Program Insurance Services, Inc.

Program Administration:

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

Exclusions (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, notwithstanding the foregoing, the "Insured" shall be afforded a defense, subject to the terms of this Policy, until the allegations are subsequently proven by a final adjudication. In such event, the "Insured" shall reimburse the Company for all "Defense Costs" incurred by the Company;
- 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, inability to pay of any organization in which the "Insured" has placed or obtained coverage or in which an "Insured" has placed the funds of a client or account; however, the exclusion shall not apply if:
 1. the "Claim" is based upon the insolvency, receivership, liquidation, or inability to pay of any insurance company that was rated "B+" or better by A.M. Best Company at the time the business was placed; or
 2. if the "Claim" is based upon the "Additional Insured(s)" insolvency, receivership, liquidation or inability to pay;
- H. Arising out of the "Insured's" activities 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;
 6. Any person or entities who in the past were, but are not currently, parties to an agent contract with the "Additional Insured"; or
 7. Any subsidiary or affiliate of the "Insured", "Additional Insured" or "Named Insured";
- 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 any "Claim" arising from or contributed to by the placement of client's coverage or funds directly or indirectly with any organization which is an eligible surplus lines insurance company in the state or jurisdiction with authority to regulate such business;
- M. Arising out of the ownership, formation, operation, or administration of, or advice regarding, referral to, recommendation of or placement of coverage with any self-insured health maintenance organization (HMO), self-insured preferred provider organization (PPO), risk retention group, 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 federal, state or local statute, regulation or ordinance that imposes liability for the:
 - a. Unlawful use of telephone, electronic mail, internet, computer, facsimile machine or other communication or transmission device; or
 - b. Unlawful use, collection, dissemination, disclosure or redisclosure of personal information in any manner by an "Insured" or on behalf of any "Insured";
- 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". For the purposes of this exclusion, "Junk Bonds" or "High Yield Bonds" mean bonds which, at the time of purchase or sale were unrated or rated as below investment grade by any rating agency (including but not limited to Moody's rated bonds of Ba or lower or S&P rated bonds of BB or lower);
8. A multiple employer welfare benefit fund (intended to be a welfare benefit fund) described in Section 419(A)(f)(6) of the Internal Revenue Code of 1986, as amended or any successor thereto;
- 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; however, this exclusion shall not apply to any "Claim" by such entity to enforce its rights as a direct customer of the "Insured" or "Additional Insured";
- 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.

This pollution exclusion applies whether or not such "Pollutants" have any function in the "Insured's" business, operations, premises, site or location and regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any "Damages" and "Defense Costs" associated with such "Pollutants"; or
- Y. This Policy does not apply to any "Claim":
 1. Based upon or arising out of any Pension Profit Sharing, Health and Welfare or other Employee Benefit Plan or Trust sponsored by the "Insured" as an employer;
 2. Arising out of the "Insured" making representations, promises or guarantees as to the future value of any investment including but not limited to, representations, promises or guarantees as to interest rates, fluctuation in interest rates, future premium payments or market value(s);
 3. Arising out of or involving investment products partially or totally owned by the "Insured"; or
 4. Arising out of the brokering of structured settlements; however, this exclusion does not apply to any "Claim" arising from or contributing to the sale of annuity products used to fund the structured settlements.
- Z. This policy does not apply to any "Claim" or circumstance which may be expected to give rise to a "Claim" based upon, arising out of, or attributable to "Virtual Currency".

Please review the policy and program materials. A complete copy of the specimen policy is available by calling 800-745-7189 or by visiting www.calsurance.com/WCU. 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. In all circumstances the actual policy language will prevail.



Western Catholic Union

Enrollment Form



Claims Made & Reported Errors & Omissions Coverage

Policy Period: January 1, 2021 to January 1, 2022

By purchasing this insurance, agents become members of 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**.....
- ALL sections must be completed. Incomplete forms will take additional time to process. Please allow up to ten (10) business days for processing.
 - Return this form along with payment to: CalSurance Associates, A Division of Brown & Brown Program Insurance Services, Inc. P.O. Box 7048, Orange, CA 92863-7048

Coverage Questions.....Call CalSurance Associates, A Division of Brown & Brown Program Insurance Services, Inc. at (800) 745-7189 or email at info@calsurance.com

Certificates of Insurance.....Go on-line: www.calsurance.com - Certificate Reprinting - Sponsoring Group - Western Catholic Union

Section 1 - Your Information (Please Print Clearly)

<input type="text"/>	<input type="text"/>
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First Name

Last Name

Mailing Address

<input type="text"/>	<input type="text"/>	<input type="text"/>
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City

State

Zip Code

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Contact Phone Number

Fax Number

E-mail

Section 3 - Payment Options

Payment in Full by Check:

Make check payable to: **CalSurance Associates, A Division of Brown & Brown Program Insurance Services, Inc.** for the full premium.

Please mail this form to:

CalSurance Associates
A Division of Brown & Brown Program Insurance Services, Inc.
P.O. Box 7048
Orange, CA 92863-7048

**Want to pay by credit card or electronic check?
Enroll online, it's Fast, Easy and you can reprint your
certificate immediately upon completion**

Go to: www.calsurance.com/WCU

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

Section 2 - Effective Date and Amount Due

Effective Date of Coverage - -

NOTICE:

Effective date of coverage cannot be prior to your date of contract with the sponsor and cannot be backdated to a prior month.

Deductible: \$ 500 Products of Western Catholic Union
\$1,000 Outside Covered Products

Limits of Liability

Each Claim/Aggregate each Named Certificate Holder

Note: Please select only one (1) limit option

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

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

**Total Premium Due
See Premium Table:**

\$

Section 4 - Warranty Statement (Signature Required)

NOTICE: I must be a currently contracted agent with Western Catholic Union 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 Western Catholic Union.

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/WCU 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.

<input type="text"/>	<input type="text"/>
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Signature (Required)

Today's Date



WESTERN CATHOLIC UNION ENROLLMENT PREMIUM TABLE



Policy Period: January 1, 2021 – January 1, 2022

Effective Month	LIMIT OPTIONS	
	\$1,000,000/\$1,000,000	\$2,000,000/\$2,000,000
January, 2021	\$502	\$661
February, 2021	\$462	\$608
March, 2021	\$425	\$558
April, 2021	\$386	\$505
May, 2021	\$348	\$454
June, 2021	\$308	\$401
July, 2021	\$270	\$350
August, 2021	\$230	\$297
September, 2021	\$191	\$244
October, 2021	\$152	\$192
November, 2021	\$113	\$139
December, 2021	\$ 75	\$ 88

**Above premiums are inclusive of a non-refundable \$35 CalSurance® Administrative Fee.
Premiums shown above have been rounded to the nearest dollar.**