

ENROLL NOW!

Enroll today to get comprehensive coverage with the same low rate in the Forester's E&O Program.



PROGRAM HIGHLIGHTS

- **Enroll Online in Minutes**
- **Loss Only Deductible**
Claims incurring defense costs only do not trigger a deductible payment!
- **Network Security & Privacy Coverage**
Security and Privacy Liability, Regulatory Proceedings, and Privacy Breach Costs
- **Automatic Unlimited Extended Reporting Period**
For claims involving an Independent Order of Foresters sponsored product
- **Immediate Certificate of Insurance Available upon completion of Online Enrollment**



**Renew Online Today at:
www.calsurance.com/IOF**

**Should you have any questions about this program, please call or email us at:
Phone: (877) 242-5997 or info@calsurance.com**

FORESTERS
Agents' E&O Program
Outline of Coverage

Policy Period:

February 1, 2022 to February 1, 2023

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 1, 2021 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 5401348-19

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 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 continues until the end of the policy period.

Duty to Defend?

Yes, to those claims for which coverage applies

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 U.S. Securities Exchange Commission and sold by a licensed "Registered Representative" through a Financial Industry Regulatory Authority ("FINRA") – licensed "Broker/Dealer".
 - e) "Securities" for which Forester Equity Services, Inc. or Foresters Financial Services, Inc. fka First Investors Corporation acted as the "Broker/Dealer" in connection with the specific sale or service out of which the "Claim" arose;
 - f) "Financial Planning"
2. 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;

Claims Administration:

Lancer Claims Services
A Division of Brown & Brown Program Insurance Services, Inc.
California License #: #2B02587

Program Administration:

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

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/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, 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, 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;
 - 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. Alleging a violation of The Telephone Consumer Protection Act of 1991 or Federal Communications Commission rules and any amendment thereto, or of any similar state communications statute;
- 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);
 - 10. 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;
- 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";
- AA. Based solely upon a loss alleged to have been sustained through fluctuation in market value of any security;
- BB. 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;
- CC. 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);
- DD. Arising out of or involving investment products partially or totally owned by the "Insured"; or
- EE. 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.
- FF. 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/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, 2022 to February 1, 2023



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. 2022	<input type="checkbox"/> \$427.00	<input type="checkbox"/> \$545.00	Aug. 2022	<input type="checkbox"/> \$232.61	<input type="checkbox"/> \$292.10
Mar. 2022	<input type="checkbox"/> \$396.93	<input type="checkbox"/> \$505.88	Sept. 2022	<input type="checkbox"/> \$199.32	<input type="checkbox"/> \$248.78
April 2022	<input type="checkbox"/> \$363.64	<input type="checkbox"/> \$462.56	Oct. 2022	<input type="checkbox"/> \$167.10	<input type="checkbox"/> \$206.86
May 2022	<input type="checkbox"/> \$331.42	<input type="checkbox"/> \$420.64	Nov. 2022	<input type="checkbox"/> \$133.81	<input type="checkbox"/> \$163.55
June 2022	<input type="checkbox"/> \$298.12	<input type="checkbox"/> \$377.33	Dec. 2022	<input type="checkbox"/> \$101.59	<input type="checkbox"/> \$121.63
July 2022	<input type="checkbox"/> \$265.90	<input type="checkbox"/> \$335.41	Jan. 2023	<input type="checkbox"/> \$ 68.29	<input type="checkbox"/> \$ 78.32

Above premiums include a \$35.00 non-refundable administrative fee.

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: