



Group Sponsored Errors & Omissions  
Program Designed Exclusively for  
Agents Affiliated with Symmetry Financial Group



## 10 Reasons to Choose Symmetry Financial Group E&O Program for Protection against Professional Liability Claims

- ➔ **Competitive Rates**
- ➔ **Ease of Enrollment** (on-line available) with only a handful of questions
- ➔ **Un-aggregated limits** (each enrolling agent gets their own limits)
- ➔ **NO E&O Claim deductible** for claims related to covered products other than annuities
- ➔ **First Dollar coverage for defense** (deductible does not apply to legal costs regarding defense of a claim – like some programs)
- ➔ **Customized Program** – dependent on its own underwriting results rather than the results of agents not affiliated with the program
- ➔ **Automatic Retroactive Coverage for prior acts**, back to the first inception date of continuous E&O
- ➔ **Automatic and Optional Extended Reporting Periods** available for disablement, death or retirement and/or sale of the business scenarios
- ➔ **Experienced Claims Handling and Adjustment** by specialized administrator (Lancer Claims)
- ➔ **Admitted Coverage from an A (Excellent) XV Rated Carrier** by A.M. Best and Company\*

\*The information obtained from A.M. Best dated 12/13/19 is not in any way CalSurance's warranty or guaranty of the financial stability of the insurer in question, and that the information is current only as of the date of the publication.

To learn more and enroll, please visit:

Enroll Today at: [www.calsurance.com/sfglife](http://www.calsurance.com/sfglife)

800-745-7189  
M-F 7:00 AM - 5:00 PM PST  
 CalSurance®

CalSurance Associates, A Division of Brown & Brown Program Insurance Services, Inc.  
681 S. Parker Street, Suite 300  
Orange, CA 92868  
Domiciled in California, CA License# 0B02587

## Agents Affiliated with Symmetry Financial Group

### Errors & Omissions Program Outline of Coverage

**Policy Period:** October 1, 2021 to October 1, 2022

**Policy Number:** MKLM7PLCA00051

**Issuing Carrier:** Markel American Insurance Company, an Admitted Carrier. Rated: A (Excellent): XV by A.M. Best  
*The information obtained from A.M. Best dated September 11, 2020 is not in any way CalSurance Associate's warranty or guaranty of the financial stability of the insurer in question, and that the information is current only as of the date of the publication.*

**Program Administrator:**

CalSurance Associates  
A Division of Brown & Brown Program Insurance Services, Inc.  
P. O. Box 7048, Orange, CA 92863-7048  
Phone: 800-745-7189 Fax 800-607-6875  
Domiciled in California, CA License # 0B02587

**Claims Administrator:**

Lancer Claims Services  
A Division of Brown & Brown Program Insurance Services, Inc.  
681 South Parker Street, Suite 300  
Orange, CA 92868  
Phone: 800-821-0540

**Insured (includes but is not limited to):**

1. an Agent who is contracted or affiliated with Symmetry Financial Group; has elected to enroll for coverage under this policy; has paid his or her premium; and is licensed by all necessary federal, state and/or local governmental authorities;
2. a corporation, partnership or other business entity owned by and in which an Agent has an ownership interest, or in which an Agent is an employee, but solely with respect to the liability of such organization as it arises out of an Agent rendering or failing to render Professional Services.
3. a person acting on behalf of an Agent who was or is a partner, officer, director, stockholder or an employee of an Agent or the business entity of an Agent provided such person is not a party to an agent or general agent contract with any insurance company and only with respect to the Professional Services of an Agent ;
4. heirs, executors, administrators or legal representatives of an Agent in the event of death, incapacity or bankruptcy.

**Coverage: Agents Professional Liability**

The Insurer shall pay, on behalf of an Agent Insured, Damages which an Agent Insured becomes legally obligated to pay because of a Claim made and reported to the Insurer in writing during the Policy Period or during an Extended Reporting Period, if applicable, for a Wrongful Act committed solely in the rendering or failing to render Professional Services by an Insured, which occurred on or after the Retroactive Date and before the end of the Policy Period.

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/sfglife](http://www.calsurance.com/sfglife). 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.

**Professional Services (Includes but is not limited to):**

1. The solicitation, sale or servicing of the following:
  - a. Life insurance, accident and health insurance or managed health care organization contracts (that does not require a securities license), disability income insurance, 24-hour care coverage (as defined by statute law) Medicare Advantage, or Medicare Supplemental Insurance;
  - b. Fixed and Equity Indexed Annuities (Optional; Additional premium applies).
  - c. Personal Lines Property & Casualty Insurance Products (Optional: Additional premium applies)Professional Services shall not include the solicitation, sale or administration of the following:
  - a. Multiple Employer Welfare Arrangements or Voluntary Employee Beneficiary Associations, as defined by the Employee Retirement Income Security Act of 1974 and any amendments thereto; or
  - b. Section 79, 83, 412, 419 Plans or any other plans developed to provide tax deductions and advantages under the Internal Revenue Code, amendments thereto and any regulations promulgated thereunder.
2. Rendering services as a notary public.
3. Financial planning, but only if performed directly in conjunction with the sale, solicitation or servicing of the products referenced in Paragraph 1. above.

**Limits Available:**

(Defense Costs outside the limits subject to a \$500,000 cap)  
\$1,000,000 each claim or \$1,000,000 each claim  
\$1,000,000 Aggregate each Agent \$3,000,000 Aggregate each Agent

**Deductibles:** (Applicable to damages and defense costs):

\$ -0- each claim Level I products  
\$ 500 each claim Level II products  
\$2,500 for Property & Casualty

**Retroactive Date:** The inception date of the Insured Agent's first claims made agent's professional liability policy from which date coverage has been maintained in force without interruption.

**Extended Reporting Period:**

If a contract is terminated between an Insured Agent and the sponsor, coverage ceases. An automatic 12-month extended reporting period (ERP) applies.

A Two Year automatic Extended Reporting Period (ERP) is provided to Insured Agents who retire, or become disabled or deceased during the Policy Period.

An Optional non-cancelable Extended Reporting Period (ERP) is available to Insured Agents who retire or become disabled or deceased during the Policy Period for a period of 3 years, 5 years or an unlimited amount of time for 200%, 300% or 400% respectively of the Agent's last annual premium. All optional ERPs are inclusive of and not in addition to any free and/or automatic ERP. The written request and applicable premium must be received by CalSurance within 60 days of such retirement, death or disability.

Extended Reporting Periods do not reinstate or increase the Limit of Liability nor do they extend the policy period. No coverage shall be provided in the event the Insured Agent has any other applicable insurance of if coverage is cancelled prior to its expiration date. Page 2 of 3

**Symmetry Financial Group** This Policy shall not apply to, and the **Insurer** shall pay neither **Damages** nor **Claim Expenses** for, any **Claim**:

- A. For any actual or alleged sickness, disease, death or other bodily injury, including, but not limited to, emotional distress and mental anguish, or damage to or destruction of property, including loss of use thereof;
- B. Against an **Insured**:
  - 1. By or on behalf of any other **Insured**, any enterprise that owns, operates or controls an **Insured** or any enterprise that an **Insured** owns, operates or controls, provided, however, that this Exclusion shall not apply to any **Claim** otherwise covered under Section I – Insuring Agreement **B. Managing Agents Management Liability**;
  - 2. By or on behalf of any individual, company or entity that is not a client of the **Insured**, including, but not limited to, an insurance company or insurance agent or broker; provided, however, that this exclusion shall not apply to a **Claim** brought by or on behalf of an actual or alleged beneficiary of a product referenced in Paragraph 1. of Definition **P. Professional Services** above;
- C. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
  - 1. Any **Wrongful Act** or **Management Wrongful Act** alleged in any **Claim** which has been reported, or any circumstance of which notice has been given, prior to the **Policy Period**, or before the effective date of the **Insured's** enrollment for coverage, under any other policy; or
  - 2. Any other **Wrongful Act** or **Management Wrongful Act**, whenever occurring, which together with a **Wrongful Act** or **Management Wrongful Act** which has been the subject of such **Claim** or notice, would constitute **Interrelated Wrongful Acts** or **Interrelated Management Wrongful Acts**, regardless of the legal grounds upon which such **Claim** is predicated upon any:
    - a. **Claim**, demand, suit, proceeding or investigation of which the **Insured** had knowledge, pending on or prior to the inception date of the **Policy Period**, or before the effective date of the **Insured's** enrollment for coverage hereunder; or
    - b. Fact, matter, circumstance, situation, transaction or event underlying or alleged in such demand, suit, proceeding, **Claim** or investigation, regardless of the legal grounds upon which such **Claim** is predicated;
- D. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any:
  - 1. Actual or alleged dishonest, purposeful, malicious, fraudulent or criminal act or willful violation of any federal, state or local statute, by, at the direction of or with the knowledge of any **Insured**; or
  - 2. Gaining of profit, remuneration or monetary advantage to which an **Insured** is not legally entitled.

However, the **Insurer** shall continue to defend a **Claim** alleging any of the foregoing conduct until there is a judgment, final adjudication, adverse admission or finding of fact against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Insurer** for the costs of defending the **Claim**. Moreover, an actual or alleged dishonest, purposeful, malicious, fraudulent or criminal act or willful violation of any federal, state or local statute of one **Agent** or **Managing Agent** will not be imputed to another **Agent** or **Managing Agent**;

- E. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged conversion, commingling, use, handling, entrustment, safeguarding, inability to pay or failure to pay premiums, funds or any form of money;
- F. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged liability of others

assumed by any **Insured** under an agreement, contract, guarantee or warranty unless the **Insured** would be liable in the absence of such agreement, contract, guarantee or warranty;

- G. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged rendering of services as an actuary, accountant, attorney, real estate agent, real estate broker, third-party claims administrator, property and casualty agent or broker or expert witness, regardless of whether such services are incidental to the rendering of **Professional Services**; however, this exclusion shall not apply to tax advice provided to a client as a necessary part of rendering **Professional Services**;
- H. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged placement of a client's coverage or funds, directly or indirectly with any organization, entity or vehicle of any kind, nature or structure which is not licensed or authorized to do business in the state or jurisdiction with authority to regulate such business; however, this exclusion shall not apply to a **Claim** based upon or arising out of the placement of insurance or coverage with an eligible surplus lines insurer in the state or jurisdiction with authority to regulate such business;
- I. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged insolvency, receivership, conservatorship, liquidation, bankruptcy, failure or inability to pay of any company, organization, entity, vehicle or arrangement of any nature in which an **Insured** placed, recommended to be placed or obtained coverage or in which an **Insured** placed, recommended to be placed funds or an investment of any nature; however, this exclusion shall not apply to a **Claim** based upon or arising out of the placement, recommendation for placement or obtaining coverage with an insurance company rated by A.M Best's as B+ or better at the time when coverage is placed, recommended or obtained;
- J. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any pension plan, profit sharing plan, health and welfare or any other employee benefit plan or trust sponsored by an **Insured**, in which an **Insured** is a participant, trustee or named fiduciary;
- K. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any pension plan, profit sharing plan, health and welfare or any other employee benefit plan or trustor which are self-funded, in whole or in part;
- L. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any ownership, formation, operation or administration of any insurance company, captive, risk retention group, self-insurance program or purchasing group;
- M. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged:
  - 1. Unfair competition;
  - 2. Anti-competitive acts;
  - 3. Restraint of trade;
  - 4. Price fixing;
  - 5. Monopolization;
  - 6. Misuse of confidential or proprietary information;
  - 7. Copyright, patent, trade mark or trade secret infringement;
  - 8. Piracy, theft or conversion of ideas, employees, contacts or business methods; or
  - 9. Illegal, improper or deceptive advertisement;
- N. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged actual or alleged discrimination or harassment in any form or manner;

- O. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any failure, malfunction or breakdown of any computers, electrical, electronic or mechanical systems or machines;
- P. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged notarization of documents without authorization or without the signatory's actual presence before an **Insured**;
- Q. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged guarantee, promise or warranty as to interest rates, market values, earnings, future values or future premiums or payments in connection with variable life insurance, variable annuities, scheduled premium annuities, mutual funds or **Securities**;
- R. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any **Securities** (other than variable life insurance, variable annuities and mutual funds) that were not authorized or approved by and actually processed through the **Broker/Dealer**;
- S. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any function of an **Insured** as a specialist or market maker for any **Securities**, an **Insured** failing to make a market for any **Securities**, or the purchase, sale or failure to sell **Securities** when the **Insured** is a specialist or market maker for such **Securities**;
- T. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving an **Insured's** actual or alleged exercise of discretionary authority over a client's assets, funds or liabilities, undertaking of trades or transactions on a discretionary basis or any trading or transactions without the express authority of a client; however, this exclusion shall not apply to an **Insured** providing asset allocation services pursuant to a written contract for a client's account that is funded exclusively with no-load mutual funds, no-load variable annuities, no-load variable life insurance or any investment for which no **Insured** received a commission;
- U. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
  1. Promissory notes, viatical or life settlements, or any **Securities** backed by either viatical or life settlements;
  2. Commodities, commodity futures and option contracts, except for option contracts that are covered by ownership of the underlying **Securities**, cash or cash equivalent, not including margin;
  3. Any "junk bonds" or "high yield bonds" (for 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 bonds of Ba or lower or S&P bonds of BB or lower);
  4. Any **Securities** sold exclusively outside of the United States of America or Canada;
  5. Actual, attempted or threatened mergers, acquisitions, divestitures, tender offers, proxy contests, leveraged buy-outs, going private transactions, reorganizations, capital restructuring, recapitalization, fairness opinions, spin-offs, primary or secondary offerings of **Securities** (regardless of whether the offering is a public offering or a private placement) or other efforts to raise or furnish capital or financing for any company, corporation, enterprise or entity or disclosure requirements in connection with any of the foregoing, as well as any other investment banking activities;
  6. Structured settlements; however, this exclusion shall not apply to a **Claim** arising out of or based upon the sale or servicing of the underlying product, if otherwise covered by this Policy; and
  7. Any **Securities** that are wholly or partially owned by any **Insured**;
- V. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving actual or alleged use or disclosure, aiding or abetting use or disclosure or participation after the fact in use or disclosure of non-public or insider information as prohibited by any federal, state or local laws, statutes, regulations or ordinances, including but not limited to, the Insider Trading and Securities Fraud Enforcement Act of 1988, Section 10(b) of the Securities Exchange Act of 1934 and Securities Exchange Commission Rule 10b-5 thereunder;
- W. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving, actual or alleged advice, consultation or recommendations of any type of mortgage, including, but not limited to, a reverse mortgage, regardless of whether an incidental part of the rendering of **Professional Services**;
- X. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving Callable CD's, ETS/ATM payphones, Debentures, CDO's, CMO's, 412(i), 419 Plans, unregistered securities, Medical Capital Note Programs, Desert Capital REIT, Provident Royalties, DBSI Management Products, Black Diamond Program, Shale Royalties, IMH Secured Loan, LLC, Geneva Exchange, LLC/The Geneva Organization



# Agents Affiliated with Symmetry Financial Group P

Program Period: October 1, 2021 - October 1, 2022

## Claims Made and Reported Errors and Omissions Coverage



**Instructions:** Complete ALL sections of this form and include your signature at the bottom. Return this form along with payment to: CalSurance Associates, P.O. Box 7048, Orange, CA 92863-7048. **Coverage Questions:** Call CalSurance Associates at (800) 745-7189 or email at [info@calsurance.com](mailto:info@calsurance.com). **Reminder:** ALL sections must be completed. Incomplete forms will take additional time to process. **Certificates of Insurance:** Call CalSurance Associates at (800) 745-7189 or Go online: [www.calsurance.com](http://www.calsurance.com) - Certificate Reprint - Sponsoring Company - Symmetry Financial Group

*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*

### 1. Eligibility Requirements

If you answer "Yes" to Questions 1-5, please provide an explanation and/or documentation along with this form. Enrollment in this program is not guaranteed.

- In the past 5 years, have you had more than one E&O claim, or any single E&O claim resulting in more than \$25,000 incurred (including Damages, Expenses, and Reserves)?  Yes/Agree  No/Disagree
- Have you been the subject of a reprimand, a regulatory or disciplinary action or criminal action by any federal, state or local authority, or by any self-governing, regulatory body or bodies, as a result of your professional services?  Yes/Agree  No/Disagree
- Is your annual revenue/commission income from direct insurance sales greater than \$500,000?  Yes/Agree  No/Disagree
- Do you derive more than 25% of your revenues and/or generate more than \$25,000 of revenue from the sale of Property and Casualty Insurance Products?  Yes/Agree  No/Disagree
- Do you sell any Commercial Lines Property and Casualty Insurance Products?  Yes/Agree  No/Disagree

If you answer "Yes" to the following question, you are eligible for the discounted "New Agent" rates.

- Are you a new agent, licensed for the first time within the last 24 months with less than \$100,000 in annual revenue/commission?  Yes/Agree  No/Disagree

### 2. Selection of Options

Effective Date of Coverage (MM/DD/YYYY):

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**Notice:** Effective date of coverage cannot be backdated to a prior month. Coverage expires 12 months after effective date.

Limits of Liability Each Claim/Aggregate	Standard Agents: Licensed for two or more years or have had annual revenue/commission income of at least \$100,000	
	*Level I: Coverage for the sale/servicing of life, accident & health, disability income, 24-hour care coverage, Medicare Advantage/Supplemental Insurance.	*Level II: Coverage for the sale/servicing of life, accident & health, disability income, 24-hour care coverage, Medicare Advantage/Supplemental Insurance plus Fixed and Equity Indexed Annuities
\$1MM/\$1MM	<input type="checkbox"/> \$445	<input type="checkbox"/> \$512
\$1MM/\$3MM	<input type="checkbox"/> \$470	<input type="checkbox"/> \$550
New Agents: Licensed less than two years and have had less than \$100,000 in annual revenue/commission income		
\$1MM/\$1MM	<input type="checkbox"/> \$385	<input type="checkbox"/> \$462
\$1MM/\$3MM	<input type="checkbox"/> \$405	<input type="checkbox"/> \$485

Above annual rates include a \$25 administration fee as well as a \$100 sponsor affiliation fee. These fees are non-refundable.

**\*See Outline of Coverage for Coverage Level Details**  
*Please refer to the policy for actual terms and conditions.*

Enter amount from Premium Table above :

\$
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### 3. Your Information (Please Print Clearly)

Name (first, middle initial and last):

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Street Address:

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City:

--

State:

--	--

Zip:

--	--	--	--	--	--

Daytime Phone:

--	--	--	--	--	--	--	--	--	--

E-Mail:

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### 4. Payment Options

- Installation Options via Credit Card and ACH (Debit to Checking) are only available online: [www.calsurance.com/sfglife](http://www.calsurance.com/sfglife)
- Make check payable to CalSurance Associates for the full premium.

**Mail Check and Enrollment Form to:** CalSurance Associates, P.O. Box 7048  
Orange, California 92863-7048

### 5. Notices & Warranty Statement (Signature Required)

**NOTICE:** I must be a currently licensed insurance Agent 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 a currently licensed insurance Agent.

**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/sfglife](http://www.calsurance.com/sfglife) 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 nor the applicant to purchase the insurance.

I acknowledge that I have reviewed the program materials prior to enrolling in this program.

Agent's Signature \_\_\_\_\_

Today's Date \_\_\_\_\_