

## ***ENROLL NOW!***

Enroll today to get comprehensive coverage with even lower rates in the Forester's E&O Program.



### ***PROGRAM HIGHLIGHTS***

- **Enroll Online in Minutes**  
Certificate of Insurance available upon completion
- **Rates as low as \$398 for \$1,000,000 in coverage**  
Installment plans available
- **\$0 deductible for claims involving Foresters Products**
- **Loss Only Deductible**  
Claims incurring defense costs only do not trigger a deductible payment!
- **Defense Costs Outside Limits of Liability**  
Defense costs incurred in defending a claim do not erode your limit of liability!
- **Cyber Liability and Social Engineering Coverages included at no additional cost**



**Renew Online Today at:  
[www.calsurance.com/IOF](http://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](mailto:info@calsurance.com)**

**FORESTERS**  
**Agents' E&O Program**  
**Outline of Coverage**

***Policy Period:***

February 1, 2023 to February 1, 2024

***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 21, 2022 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 5401348-20

A copy of the policy is available at: [www.calsurance.com/IOF](http://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

\$0 Each Claim for products of Foresters

\$500 Each Claim for All Other Covered Products

Deductible applies to 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](http://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](http://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.

## Fraud Warning

**NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO ALABAMA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution or confinement in prison, or any combination thereof.

**NOTICE TO ARKANSAS, NEW MEXICO, RHODE ISLAND AND WEST VIRGINIA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an Insurance Company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any Insurance Company or agent of an Insurance Company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**NOTICE TO FLORIDA APPLICANTS:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

**NOTICE TO KANSAS APPLICANTS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

**NOTICE TO LOUISIANA APPLICANTS:** Any person who knowingly and with intent to deceive, presents a false or fraudulent claim for payment of a loss or benefit, or knowingly and with intent to deceive, presents false information, that is material to the risk, in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Fraud or misrepresentation with the intent to deceive made after the contract is formed is grounds to deny coverage for illegitimate claims and is reason for cancellation, but the insurer must supply coverage for legitimate claims until cancellation is effective.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an Insurance Company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO MARYLAND APPLICANTS:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO MINNESOTA APPLICANTS:** A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance or statement of claims containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony

**NOTICE TO OREGON APPLICANTS:** Any person who, knowingly and with intent to defraud or facilitate a fraud against any insurance company or other person, submits an application, or files a claim for insurance containing any false, deceptive, or misleading material information may be guilty of insurance fraud.

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



**Foresters**  
**Enrollment Application Form**  
Claims Made and Reported Errors and Omissions Coverage  
**Policy Period: February 1, 2023 to February 1, 2024**



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](mailto:info@calsurance.com).

**1. Your Information -- Please Print Clearly**

Name (first, middle initial and last):

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Street Address:

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City

--

State:

--	--

Zip Code:

--	--	--	--	--

Daytime Phone:

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

Fax:

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

Email:

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Agent # (Required):

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

Effective Date of Coverage : \_\_\_\_\_

**Deductible:** \$0 Each Claim for products of Foresters.

\$500 Each Claim for All Other Covered Products

**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. 2023	<input type="checkbox"/> \$398.00	<input type="checkbox"/> \$507.00	Aug. 2023	<input type="checkbox"/> \$217.99	<input type="checkbox"/> \$272.94
Mar. 2023	<input type="checkbox"/> \$370.15	<input type="checkbox"/> \$470.79	Sept. 2023	<input type="checkbox"/> \$187.16	<input type="checkbox"/> \$232.85
April 2023	<input type="checkbox"/> \$339.32	<input type="checkbox"/> \$430.70	Oct. 2023	<input type="checkbox"/> \$157.33	<input type="checkbox"/> \$194.06
May 2023	<input type="checkbox"/> \$309.49	<input type="checkbox"/> \$391.91	Nov. 2023	<input type="checkbox"/> \$126.50	<input type="checkbox"/> \$153.97
June 2023	<input type="checkbox"/> \$278.66	<input type="checkbox"/> \$351.82	Dec. 2023	<input type="checkbox"/> \$96.66	<input type="checkbox"/> \$115.18
July 2023	<input type="checkbox"/> \$248.82	<input type="checkbox"/> \$313.03	Jan. 2024	<input type="checkbox"/> \$65.83	<input type="checkbox"/> \$75.09

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](http://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](http://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:**

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**Today's Date:**

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