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

## PROFESSIONAL LIABILITY INSURANCE IN MINUTES!

- Ease of Enrollment with only a handful of questions!
- Competitive rates for new and experienced agents!

# Enroll Today at: www.calsurance.com/sfglife

- No overall policy aggregate each enrolling agents gets their own limits
- \$0 deductible for claims related to covered products other P&C sales
- First Dollar Defense Deductible does not apply to legal costs for the defense of a claim
- Prior Acts coverage provided back to the first inception date of continuous E&O
- Automatic & Optional Extended Reporting Periods available for disablement, death or retirement and/or sale of the business scenarios
- Experienced Claims Handling by specialized administrator (Lancer Claims Services)
- Admitted Coverage from an A (Excellent) XV Rated Carrier by A.M. Best and Company\*

\*The information obtained from A.M. Best dated 8/02/2024 is not in any way CalSurance's warranty or guaranty of the financial stability of the insurer in question, and that information is current only as of the date of the publication.

## Questions? Contact us at 800-745-7189 or info@calsurance.com M-F 7:00 AM - 5:00 PM PST

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



For Agents use only. Coverage subject to the complete Terms & Conditions of the policy





## Agents Affiliated with Symmetry Financial Group Errors & Omissions Program Outline of Coverage

Policy Period: October 1, 2024 to October 1, 2025

Policy Number: MKLM7PLCA00108

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 August 2, 2024 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. Phone: 800-745-7189 Domiciled in California, CA License # 0B02587

#### Claims Administrator:

Lancer Claims Services A Division of Brown & Brown Program Insurance Services, Inc. Phone: 800-821-0540

#### **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 3901 et seq.). There is no additional charge for membership.

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

- 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;
- 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.
- 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 ;
- heirs, executors, administrators or legal representatives of an Agent in the event of death, incapacity or bankruptcy.
- 5. Symmetry Financial Group, but only with respect to vicarious liability.

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

The solicitation, sale or servicing of the following:

- Life insurance, accident and health insurance managed health care organization contracts (that does not require a securities license), disability income insurance, Workers Compensation as part of a 24-hour care A&H product, Medicare Advantage, Medicare Supplemental Insurance, and employee benefit plans funded with the above products;
- 2. Fixed and Equity Indexed Annuities (Level II Only; Additional premium applies).
- Personal Lines Property & Casualty Insurance Products (Optional: Additional premium applies)
- 4. Rendering services as a notary public.
- Financial planning, but only if performed directly in conjunction with the sale, solicitation or servicing of the products referenced in Paragraph 1. above. Professional Services shall not include the solicitation, sale or administration of the following:
  - 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

#### **Professional Services Continued:**

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.

#### Limits Available:

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

Deductibles: (Applicable to damages only):

\$ -0- each claim Level I products

\$ -0- each claim Level II products

\$2,500 each claim for Property & Casualty products

#### Cyber Management Sub-Limits and Deductible:

\$100,000 each claim / \$100,000 Agent Aggregate \$1,000,000 Coverage Aggregate \$5,000 Deductible

Department of Insurance Inquiry Costs:

Maximum Limit of Liability for each Inquiry is \$25,000

#### Web Media Liability Coverage:

\$25,000 each claim / \$25,000 Agent Aggregate \$250,000 Coverage Aggregate

#### **Regulatory Actions Coverage:**

\$25,000 each claim / \$25,000 Agent Aggregate \$0 deductible

#### **Social Engineering Coverage:**

\$100,000 each claim / \$100,000 Agent Aggregate \$2,000,000 Coverage Aggregate \$5,000 deductible

#### Subpoena Expenses:

\$25,000 sub-limit of liability

**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 coverage is terminated by the Agent, an automatic 12-month extended reporting period (ERP) applies as long as Markel continues to provide coverage under subsequent renewals. In the event coverage is not continued with Markel, this ERP shall end 30 days after the expiration date.

#### 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.

Please review the policy and program materials. A complete copy of the specimen policy is available by calling 800-745-7189 or by visiting <u>www.calsurance.com/sfglife</u>. 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.

**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:
  - 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;
  - 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:
  - 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
  - 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
    - 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, selfinsurance 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;
  - 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 Promissory Notes, Viatical Settlements, ETS/ATM payphones, Junk Bonds, Callable CDs, Debentures, CDOs, CMOs, 412(i) and 419 Plans and Unregistered Securities, Medical Capital Note Programs, Desert Capital REIT, Provident Royalties, DBSI Management Products, Black Diamond Program, Shale Royalties, IMH Secured Loan, LLC and Geneva Exchange LLC/The Geneva Organization; GWG L Bonds/GWG Holdings, Inc.; ARC Hospitality Trust; United Development Funding IV ("UDF IV"); United Development Funding Income Fund V ("UDF V"); Atlas Growth Partners LP; Ascendant Capital, LLC/Ascendant Alternative Strategies, LLC;

## Personal Lines Property & Casualty Products Coverage Exclusions

Exclusion G is amended to: 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, 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;

Arising out of, based upon or in consequence of, directly or indirectly resulting from commercial property and casualty products.

## Crypto Currency and NFT Exclusion

This Policy shall not apply to, and the Insurer shall pay neither Damages nor Claim Expenses for, any Claim: arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving, in whole or in part, individually or in conjunction with other matters, Crypto Currency and/or NFT; however this Exclusion shall not apply to mutual funds or securities registered with the Securities and Exchange Commission that are publicly traded on a national exchange.

Crypto Currency means digital, computerized or on-line medium of exchange, including, but not limited to, any kind of virtual or electronic currency, that: (i) is not issued or guaranteed by a government central bank, domestic or foreign government or other public authority; or (ii) not adopted or authorized by a domestic or foreign government as a part of its currency.

NFT means a non-fungible token, which is any digital or virtual asset or unit of data stored on blockchain or other digital or virtual ledger, which represents a tangible or intangible item, such as, without limitation, graphic art, GIF, music, video or collectible, and grants or certifies the holder's ownership rights to such item, in whole or in part.

## Mold and Fungus Exclusion

This Policy does not apply to any Claim based upon or arising out of water intrusion, condensation or other accumulation of moisture that results directly or indirectly in the presence of:

- a. Any FUNGUS(I) or SPORE(S); or
- b. Any substance, vapor or gas produced by or arising out of any FUNGUS(I) or SPORE(S)

### Social Engineering Exclusions

The Policy shall not apply to, and the Insurer shall pay neither Damages nor Claim Expenses for any Social Engineering Claim:

- Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged:
  - a. Costs or expenses for the reprinting, reposting, recall, removal or disposal of any online content, information, content or media;
  - b. Costs or expenses incurred by any Insured or others:
    - To recall, repair, withdraw, replace, upgrade, supplement or remove the Agent's online content, products or services from the marketplace, including but not limited to products or services which incorporate the Agent's online content, products or services; or
    - For any loss of use by any Insured or others that arises out of such recall, repair, withdrawal, replacement, upgrade, supplement or removal;
  - c. Fine or penalty arising out of any agreement by any Insured to comply with or follow the PCI Standard or any Payment Card Company rules, or to implement, maintain or comply with any security measure(s) or standards related to any payment card data; or
  - d. Unsolicited electronic faxes, emails, telephone calls or unsolicited communications including but not limited to unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, pop-up or pop-under Internet advertising or fax-blasting, direct mailing or telemarketing, or actual or alleged violations of the Telephone Consumer Protection Act of 1991, as amended, the CAN\_SSPAM Act of 2003, as amended, and any other federal, foreign or state anti-spam statutes, or federal, foreign or state statute, law or regulation relating to a person's right to seclusion; or
  - e. Unauthorized or illegal collection of any data or information, including but not limited to the collection of any data or information using cookies, spyware, or other malicious code, or the failure to provide adequate notice that data or information is being collected; or
  - f. Liability of the Sponsoring Company
- 2. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any Section 605 (requirement relating to information contained in consumer reports) or Section 616 (civil liability for willful noncompliance) of the Fair Credit Reporting Act, or any other similar federal, state or local laws or regulations, including but not limited to any laws or regulations requiring truncation of payment card numbers on, or the removal of the expiration date from, payment card receipts; or
- 3. Covered in whole or in part under any other insurance.

## Cyber Management Coverage Exclusions

The Policy shall not apply to, and the Insurer shall pay neither Cyber Management Expenses, Credit Monitoring Costs, Damages nor Claim Expenses:

- Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged:
  - Costs or expenses for the reprinting, reposting, recall, removal or disposal of any online content or any other information, content or media, including any media or products containing such online content, information, content or media;
  - b. Wear and tear or gradual deterioration of any data saved on an Agent's Computer System;

- c. Costs or expenses incurred by any Insured or others:
  - i. To recall, repair, withdraw, replace, upgrade, supplement or remove the Agent's online content, products or services from the marketplace, including but not limited to products or services which incorporate the Agent's online content, products or services;
  - For any loss of use by any Insured or others that arises out of such recall, repair, withdrawal, replacement, upgrade, supplement or removal;
- d. Failure to use best efforts to install commercially available software product updates and releases, or to apply security related software patches, to the Agent's Computer System
- e. Seizure, confiscation, destruction or nationalization of Agent's Computer System; or any data accessed by or on behalf of any governmental or public authority;
- f. Interruption, suspension, failure or outage of any component of the Internet, including without limitation, any hardware or software infrastructure supporting the Internet
- g. Fine or penalty arising out of any agreement by any Insured to comply with or follow the PCI Standard or any Payment Card Company rules, or to implement, maintain or comply with any security measure(s) or standards related to any payment card data
- h. Unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including but not limited to unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, pop-up or pop-under Internet advertising or fax-blasting, direct mailing or telemarketing, or actual or alleged violations of the Telephone Consumer protection Act of 1991, as amended, the CAN-SPAM Act of 2003, as amended, and any other federal, foreign or state anti-spam statutes, or federal, foreign or state statute, law or regulation relating to a person's right to seclusion;
- i. Unauthorized or illegal collection of Personal Information, including but not limited to the collection of Personal Information using cookies, spyware, or other malicious code, or the failure to provide adequate notice that Personal information is being collected;
- j. Liability of the Sponsoring Company;
- k. Data in the control of the Sponsoring Company;
  2. Arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any Section 605 (requirement relating to information contained in consumer reports) or Section 616 (civil liability for willful noncompliance) of the Fair Credit Reporting Act, or any other similar federal, state or local laws or regulations, including but not limited to any laws or regulations requiring truncation of payment card numbers on, or the removal of the expiration date from, payment card receipts; or
- 3. Covered in whole or in part under any other insurance.

## Social Media Endorsement Exclusion

This Policy shall not apply to, and the Insurer shall pay neither Damages nor Claim Expenses for, any Claim: An Insured based upon or arising out of or in any way involving any regulatory proceeding brought by any governmental or quasi-governmental official or agency, including but not limited to any state or federal securities or insurance commission or agency or any selfregulatory agency, in any capacity based upon or arising out of the Insured's use of Social Media provided, however, that this exclusion shall not apply to any Claim by an official of such agency or organization if such official is bringing the Claim in his or her capacity as a direct client of an Insured and not as an official of such agency or organization.

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.

# rymmetru

## Agents Affiliated with Symmetry Financial Group Program Period: October 1, 2024 October 1, 2025 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. 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 - 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

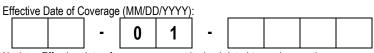
If you answer "Yes" to Questions 1-5, please provide an explanation and/or documentation along with this form. Enrollment in this program is not guaranteed.

- 1. 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 
  No
- 2. 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 🗖 No
- 3. Is your annual revenue/commission income from direct insurance sales
- 4. 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 
  No
- 5. Do you sell any Commercial Lines Property and Casualty Insurance Products? 
  Yes 
  No

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 6. with less than \$100.000 in annual revenue/commission? □ Yes □ No

## 2. Selection of Options



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

Covolugo on	pires 12 months after effect	ive date.
	Standard Agents:	
	Licensed for two or more years or have had annual	
	revenue/commission income of at least \$100,000	
	*Level I:	*Level II:
	Coverage for the	Coverage for the
Limits of Liability	sale/servicing of life,	sale/servicing of life, accident
Each Claim/	accident & health,	& health, disability income,
Aggregate	disability income, 24-	24-hour care coverage,
	hour care coverage,	Medicare
	Medicare Advantage/	Advantage/Supplemental
	Supplemental	Insurance plus Fixed and
	Insurance.	Equity Indexed Annuities
\$1MM/\$1MM	<b>□</b> \$445	<b>□</b> \$512
\$1MM/\$3MM	<b>□</b> \$470	<b>□</b> \$550
	New Agents:	
	Licensed less than two years and have had less than	
	\$100,000 in annual revenue/commission income	
\$1MM/\$1MM	<b>□</b> \$385	<b>□</b> \$462
\$1MM/\$3MM	<b>□</b> \$405	<b>□</b> \$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 :

3. Your Information (Please Print Clearly)
Name (first, middle initial and last):
Street Address:
City:
L         Zip:           State:         Zip:
Daytime Phone:         -
E-Mail:

### 4. Payment Options

> Installment Options via Credit Card and ACH (Debit to Checking) are only available online: 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)

I must be a currently licensed insurance Agent affiliated with Symmetry Financial Group, members of the Financial Sales Professionals Purchasing Group 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 affiliated with Symmetry Financial Group, members of the Finaancial Sales Professionals Purchasing Group.

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 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.

Auto Renew Notice: Information regarding the program renewal will be made available on the program website prior to expiration. This may include an offer of automatic coverage renewal based upon your eligibility and selected payment method. Failure to take appropriate action may lead to a lapse of coverage and the denial of claims. It is the insured's responsibility to verify renewal of coverage prior t o expiration.

AGENT SIGNATURE:

DATE

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#### 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 ALASKA APPLICANTS:** Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

NOTICE TO ARIZONA APPLICANTS: For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

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 CALIFORNIA APPLICANTS: WARNING** – For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state 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 DELAWARE APPLICANTS:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

**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 IDAHO APPLICANTS: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

NOTICE TO INDIANA APPLICANTS: A person who knowingly and with intent to defraud an insurer who files a statement of claim containing any false, incomplete, or misleading information commits a felony.

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 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 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: À PERSON WHO FILES À CLÁIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

**NOTICE TO NEW HAMPSHIRE APPLICANTS:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

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.

**NOTICE TO TEXAS APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.