



SYMETRA INVESTMENT
SERVICES, INC.



Announcing the Renewal of the Symetra Investment Services, Inc.

Errors and Omissions Program

As financial services professionals we all know the importance of responsible and appropriate coverage to protect our professional and personal interests. In our litigious society, coverage against the risk of lawsuits resulting from errors and omissions is essential.

Errors & Omissions insurance is mandatory for all appointed Registered Representatives of Symetra Investment Services, Inc. You must enroll in either the Symetra Investment Services, Inc. E&O Program or another program that provides comparable coverage (\$1,000,000 per claim/wrongful act).

Our E&O program is underwritten again this year by *Scottsdale Insurance Company (a non-admitted carrier) rated A+ (Superior): XV by A.M. Best. Our broker is E&O Professional Risk Management and Insurance Services LLC (E&O Pros).

Limits of Liability for the Registered Representatives

All Registered Representatives will be enrolled at the \$1,000,000 per wrongful act each insured Registered Representative/\$1,000,000 aggregate each insured Registered Representative with a \$5,000,000 annual policy aggregate, all insured's.

Coverage Options Available

There are four coverage option selections. You may choose from:

- Series 6 without RIA Coverage: \$827.44
- Series 6 with RIA Coverage: \$1,134.19
- Series 7 without RIA Coverage: \$1,031.94
- Series 7 with RIA Coverage: \$1,338.69

(Premiums above include a non-refundable administrative fee of \$25.00, broker fee of \$10.00 and surplus lines taxes & fees of 2.25%)

Registered Representative Retentions:

Under the Scottsdale Insurance Company policy, the retention is \$2,500 per wrongful act per individual insured for products of Symetra and a \$5,000 retention per wrongful act for all other covered products.

Registered Representative Retroactive Date:

The retroactive date for a Registered Representative is first continuous E&O coverage with proof, requested at the time a claim is reported.

See the attached E&O Highlights for additional information. Please fill in the enrollment form and choose your coverages.

Attention: Upon enrolling for coverage and selecting your coverage option, if you cannot sign the enrollment form warranty statement because of a claim or knowledge of a potential claim, please fill out the attached two (2) page expanded warranty statement questionnaire for underwriter approval. This expanded warranty is only needed if you are unable to execute the regular warranty statement on the enrollment form. Send both the enrollment form and the questionnaire to the address or fax number below. They will be submitted to the underwriter and you will be notified of their decision.

E&O Professional Purchasing Group: By applying for this insurance, insured's are applying for membership in a E&O Professional 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.

E&O Pros at

P.O. Box 4648 Mission Viejo CA 92690
949-528-6271

Customer Service: phone 949-528-6818 fax 888-370-2842 email CustomerService@EOpros.com

The information obtained from A.M. Best dated 1/27/09 is not in any way E&O Pros' 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.

Symetra Investment Services, Inc.

E&O Highlights

• Program Administrator

E&O Professional Risk Management and Insurance Services LLC (E&O Pros)

• Company Affording Coverage

Scottsdale Insurance Company

A non-admitted carrier

Rated A+ (Superior): XV by A.M. Best

• Limits of Liability

(Defense Costs are Inside the Limit of Liability)

\$1,000,000 Per "Wrongful Act" Each Insured Registered Rep

\$1,000,000 Aggregate Each Insured Registered Rep

\$5,000,000 Annual Policy Aggregate / All Insureds

• Retention (Applies to Damages and Defense Costs)

\$ 2,500 Self-Insured Retention Per "Wrongful Act" per Individual Insured for products of Symetra

\$5,000 Self-Insured Retention per "Wrongful Act" for all other covered products

• Retroactive Date

The date of first continuous E&O Coverage with proof.

• Coverage Options

Series 6 with RIA Coverage

Series 6 without RIA Coverage

Series 7 with RIA Coverage

Series 7 without RIA Coverage

• Coverage Period

Coverage ceases upon termination. Registered Representatives retiring from the business and not being terminated for cause, will be offered a 3 year Extended Reporting Period (Tail Coverage) for 200% of the Registered Representatives premium rate upon request.

• Who is Covered

Enrolled Registered Representatives as Registered Representatives of Symetra Investment Services, Inc., as life insurance agents, and as associated persons and financial planners of Symetra Investment Services, Inc. (if optional RIA coverage selected)

Business Entity owned or controlled by Registered Representative Present, former or future partners, members, officers and directors of the Registered Representative entity; but only for vicarious liability provided they are not a "financial services professional"

Present, former or future employees of the Registered Representatives business entity who is not a "financial services professional"; but only while acting within the course and scope of his/her duties as an employee

Executors, administrators, guardians or other legal representatives.

• What is Covered

Securities sold through Symetra Investment Services, Inc.

Coverage also included for Life, Accident & Health, Disability & Annuity products authorized to be sold outside of Symetra Investment

Services, Inc. by a properly licensed Life Insurance Agent as well as those through Symetra Investment Services, Inc.

All business activities must be approved in writing by Symetra Investment Services, Inc.

Coverage included for publicly registered LPs and publicly registered REITs only.

OSJ's are covered as General Securities Principals for those registered representatives who are also enrolled in the program.

> NEW

> NEW

• What Is Not Covered - Exclusions

Claims arising from, or in any way related to promissory notes, step up, step down and callable CD's, viaticals and life settlements, structured settlements, collateralized debt obligations, private equity, tax liens, tax deeds, government secured tax certificates, or similar products investments in ATM machines or pay phones (including, but not limited to ETS pay phones), prepaid variable forward contracts, day trading, and CMOs.

Late trading of mutual funds.

Market timing of mutual funds of subaccounts of variable products.

Claims arising from, or in any way related to soft dollar arrangements.

Claims arising from, or in any way related to fees charged by or to mutual funds.

Claims arising from or in any way related to failure to provide breakpoint discounts.

Claims arising from or in any way related to alleged use of mutual fund class B or C shares, when other classes would have been more appropriate.

Claims arising out of or in any way related to DBSI products, Bernard Madoff, Bernard Madoff Investment Services, LLC or it's affiliates or Robert A. Stanford, Stanford International Bank, Stanford Group Company and Stanford Capital; or Mark Drier, James Nicoloson; or Mark Bloom, North Hills Fund; or Paul Greenwood, Stephen Walsh, WG Trading Company, WG Trading Investors Co., Westridge Capital Management, Inc.

Fictitious or collusive bids or the failure to disclose any compensation.

Other Types of Insurance Coverage.

Dishonesty Or Fraud / Personal Advantage / Non Public Information. Assumed Liability / Guaranteed Performance / Tax Deductions / Fees for Services.

Other Named Professions Liability.

Discretionary Accounts / Investment Discretion.

Other Businesses, Organizations or Funds.

General Partnership or Asset Management Activities or Creation of

Joint Ventures, Charitable Enterprise or Proprietary Products.

Insolvency or Bankruptcy.

Fines, Penalties, Sanctions, Taxes.

Punitive or Exemplary Damages. Or Public Policy.

Investment and Financial Product Approval By First Named Insured.

Non Clients / Dual Registration.

Economic Forecasts / Products.

Exotic Investments / Tangible Assets.

Prior Acts / Unnamed Financial Services Professionals / Known Claims Incidents.

Claims Between Insureds / Affiliates / Related Individuals.

Underwriting, Syndicating or Investment Banking.

Destruction Of Documents / Machine Or System Failure / Computer Related And Other Electronic Problems / Data Processing.

Nuclear Reaction / Pollution.

Foreign Trading / Market Specialist / Clearing or Transfer Agencies / "Penny Stocks".

Trust Or Estates / Trustees And Fiduciary Services.

Unregistered products / securities (including 1031 Exchanges / Tenants in Common Deals -TIC's).

RIA coverage unless chosen and purchased.

Trade Errors.

Inverse and Leveraged Exchange Traded Funds.

Abusive tax shelters, including but not limited to springing cash value life insurance.

Fiduciary under ERISA (not to exclude otherwise insured claims arising out of insured acts as a fiduciary advisor as defined in the Pension Protection Act of 2006 and as an investment manager or functional fiduciary rendering investment advice as defined in ERISA.

This is an incomplete summary of coverages/exclusions and are subject to the terms, conditions and exclusions of the actual policy. Call 949-528-6818 to request a copy of the policy. (Premiums on this program include a non-refundable administrative fee of \$25.00, broker fee of \$10.00 and surplus lines taxes and fees of 2.25 %) The information obtained from A.M. Best dated (1/27/09) is not in any way a 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.

Symetra Investment Services, Inc.

Enrollment Form

Claims Made and Reported Errors and Omissions Coverage

Name (Please Print): _____ DOB: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

I elect to participate in the E&O plan as follows:

- Registered Representative Series 6 without RIA Coverage
- Registered Representative Series 6 with RIA Coverage
- Registered Representative Series 7 without RIA Coverage
- Registered Representative Series 7 with RIA Coverage

Effective Date: _____

Total Amount Due: _____

Payment Instructions:

Payment in Full by Check:
Make check payable to **E&O Pros** for total premium

**Payment in Full
by Credit Card**

Premiums include a non-refundable administrative fee of \$25.00,
broker fee of \$10.00 and surplus lines taxes and fees of 2.25%

Card Number: _____
Exp. Date: _____ Mailing Zip Code: _____
Signature: _____

WARRANTY STATEMENT -SIGNATURE REQUIRED:

(Fax your form. You don't have to mail it if paying by credit card)

I understand and agree to the following: I must be a currently contracted Registered Representative with Symetra Investment Services, Inc. to be eligible for this program, otherwise, I will not be considered an insured under this policy, no claims made against me will be covered, and any premiums paid by me will be returned. If I am a currently contracted Registered Representative of Symetra Investment Services, Inc., paying a premium for coverage under this program, such premium is considered fully earned and therefore I will not be entitled to a return premium for any reason. Should my contract with Symetra Investment Services, Inc. terminate for any reason, coverage will cease as of my date of contract termination.

This is a claims made and reported policy. I have no knowledge of any pending claim or incident that could give rise to a claim under the proposed policy, and if any such claim exists, or knowledge or information exists and any claim or action arises there from, it is excluded from coverage for which this enrollment 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 denial of a claim.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

The undersigned is applying for a claims-made and reported professional liability insurance coverage for myself, my company and any non-professional acting under my personal direction and control (hereinafter individually and collectively referred to as "me", "my", or "I") under the above Program. In connection therewith, I make the following representations, warranties and agreements to and with the insurance company for that Program.

1. After a review of my records, I warrant that: (a) no claim, suit or arbitration for alleged breach of duty, error, misstatement, misrepresentation, omission, mistake or other wrongful act has ever been made against me; (b) I have no knowledge or information of any complaint, allegation, incident or fact situation that may result in a claim, suit, or arbitration against me; (c) I am not aware of or involved in any fee or other dispute with a client; (d) no professional license or registration held or applied for by me has ever been denied, suspended, revoked, non-renewed or restricted in any way; (3) I have ever been disciplined, fined, suspended or reprimanded by a court, regulatory agency or professional association, nor am I under investigation by any such organization; (f) I have never been convicted of any criminal offense other than minor traffic violations; (g) no contract or appointment between myself and an insurance company, security broker-dealer, or other organization has been suspended, terminated, non-renewed or restricted for cause; (h) no professional liability insurance policy or fidelity bond applied for or covering me has been declined, canceled, issued or special terms, refused renewal, or been requested to be withdrawn.

2. I understand and agree that: (a) these representations, warranties and agreements will be relied by the insurance company in making the decision whether to issue coverage, and that they will be made part of any insurance coverage that is issued; (b) the language of the policy, and not any summary language or marketing material, will control insurance coverage; and (c) the breach of any of these representations, warranties, and/or agreements may result, at the sole discretion of the insurance company, in the voiding of my insurance coverage and/or the denial of coverage for specific claims asserted against me; I hereby waive any defense to an action by the insurance company for rescission of such coverage in such circumstances and agree to hold the insurance company harmless from all loss, including, without limitation, all costs and attorney fees incurred by the insurance company in connection with any such rescission.

Registered Representative's Signature: _____ Date: _____

Please send enrollment form and check payable to E&O Pros to:
E&O Professional Risk Management and Insurance Services LLC
P.O. Box 4648 Mission Viejo, CA 92690
Ph 949 528-6271 Fax 888 370-2842 CustomerService@EOpros.com

SYMETRA INVESTMENT SERVICES, INC. EXPANDED WARRANTY STATEMENT QUESTIONNAIRE

(Only needed if you are aware of any claims or complaints)

(THE FINANCIAL SERVICES INSURANCE PROGRAM)

I. Applicant's Name:	
CRD Number:	Years of Experience:

II. Present Professional Liability Insurance Coverage: Please attach a copy of your existing policy, with proof of your retroactive date.

Requested "Retroactive Date":

III. Claims and Complaints

3a. Has any claim, suit or arbitration for alleged malpractice, error, omission, mistake or other wrongful acts been made against <i>Applicant</i> ? If "yes," complete a Claim Information Form for each claim, lawsuit or arbitration, whether or not <i>Applicant</i> was insured at the time and regardless of the outcome or current status.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3b. After a review of <i>Applicant's</i> records, does <i>Applicant</i> have any knowledge or information of any fact situation, allegation or incident, which may result in a claim, suit or arbitration against <i>Applicant</i> ? If "yes," complete a Claim Information Form for each such fact situation, allegation or incident. Note: No coverage will be provided for any claim arising out of any such incident or fact situation. If presently insured, <i>Applicant</i> should report these to his current Insurer, and consider purchasing "tail" coverage to cover these fact situations, allegations or incidents.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3c. Has <i>Applicant</i> sold any limited partnership, REIT, or other security since the above requested "retroactive date" that has filed for bankruptcy, suspended its distributions, experiences any other financial difficulties or been involved in claims, suites or complaints for these or similar reasons? If yes, please list the security(ies) on the Supplemental Information Form (SIF). Note: No coverage will be provided for any claims arising out of any such security. If currently insured, <i>Applicant</i> should report these problems to the current insurer and consider purchasing "tail" coverage to cover them.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3d. Is <i>Applicant</i> aware of or involved in any fee dispute with a client? If "yes," please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No

IV. Disciplinary Action (if any of the following are answered "yes," give full details including disciplinary and corrective action taken.)

4a. Has any professional license or registration of <i>Applicant</i> ever been denied, suspended, revoked, non-renewed or restricted in any way?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4b. Has <i>Applicant</i> ever been disciplined, fined, or suspended by the SEC, NASD, a state securities, corporation or insurance department or other regulatory body, or formally reprimanded by any court or administrative agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4c. Has any complaint ever been filed against <i>Applicant</i> with a consumer agency, <i>Applicant's</i> broker/dealer, the SEC, NASD, a state insurance, corporation or securities department or other regulatory body?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4d. Has <i>Applicant</i> ever been formally accused of violating any professional association's code of ethics?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4e. Has <i>Applicant</i> ever been convicted of a criminal offense other than minor traffic violations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4f. Has any contract between <i>Applicant</i> and his/her insurance company, broker/dealer or others been suspended, terminated, non-renewed or restricted for cause?	<input type="checkbox"/> Yes <input type="checkbox"/> No

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Applicant makes the following representations, warranties and agreements:

1. The Claim Information Forms, if any, that are attached to this *Application* include the details of: (a) all claims, suits and arbitrations which have been brought against *Applicant*, and (b) all fact situations and incidents which have occurred in the past and which may reasonably be expected to result in a claim, suit or arbitration against *Applicant* in the future. All such claims, suits and incidents have been reported to *Applicant's* current or prior insurer(s). It is understood and agreed that all such claims, suits, arbitrations, fact situations and incidents will be excluded from coverage under any policy issued by the Company.
2. It is understood that completion of this *Application*, does not constitute acceptance of this *Application* or obligate the company to complete the insurance applied for. It is understood and agreed that the language of the policy will determine insurance coverage.
3. It is understood and agreed: (a) that this *Application*, including, without limitation, all information submitted verbally or in writing in connection herewith and not contained herein, will be relied upon by the Company in making a decision whether to issue coverage; (b) that any such coverage will be issued in reliance upon the representations made in connection with this *Application* and claim information form.
4. It is understood and agreed that failure to provide a true and complete response to any of the questions, statements or request for information in this application or to provide any other information material to this *Application* may, at the sole option of the company, result in the voiding of the insurance coverage issued in reliance on this *Application* and/or denial of coverage for specific claims asserted against *Applicant* or any other insured under the coverage. The undersigned, *Applicant*, hereby waives any defense to an action by the Company for rescission of such coverage based upon misrepresentation of fact or failure to disclose material information in connection with this *Application*. *Applicant* agrees to hold the Company harmless from all loss as a result of any such misrepresentation or failure to disclose, including, without limitation, all costs and attorney fees incurred by the Company in connection with said action for rescission.

You must include this with Enrollment Form if you are aware of any claims or complaints and payment!!!

5. **Applicant** authorizes and consents to investigation of information bearing upon **Applicant's** moral character, professional reputation, and qualifications to engage in the activities to be insured, including, without limitation, authorization to every person or entity, public or private, to release to the Company, its agents and authorized representatives, any documents, records or other information bearing upon the foregoing. It is understood and agreed that these investigations may not be confined to information submitted in this **Application**, but may include any other information deemed relevant by the Company. It is understood and agreed that organizations releasing such information, their agents, servants and employees shall not incur any liability as a result of any information released or furnished pursuant to this authorization, including any errors, omissions or mistakes contained in such released information.

6. **Applicant** will notify the Company within 10 days of any material change in the nature of **Applicant's** business (including, without limitation, any changes in location, the kind of products sold or services provided or the answers to the questions posed in Articles III and IV of this **Application**) while this **Application** is pending and throughout the term of any coverage issued by the Company.

Applicant _____
Signature Date
Please Print Name and Title

NOTICE: Any person who knowingly and with intent to defraud an insurance company or its representatives files an application for insurance containing false information, or conceals information on any fact material thereto, commits a fraudulent insurance act which is a crime.

SUPPLEMENTAL INFORMATION FORM ("S.I.F.")

INSTRUCTIONS. Use this form to provide additional information or requested descriptions or explanations necessary to provide a true and complete response to all questions, statements or requests for information contained in the **APPLICATION** or any Supplement. Print or type **Applicant's** name in item 1, below. Please identify the number of each question or statement on the **APPLICATION** or the Supplement to which your responses relate. If necessary, make additional copies of this form. Please sign all forms and staple the completed forms to the **APPLICATION**.

1. Applicant: _____

2. Question _____ of the _____

Signed: _____ Date: _____