

Electronic Funds Transfer (EFT) Authorization and Terms and Conditions For One-Time Withdrawal or Automatic Payment Setup

To make a one-time EFT withdrawal or to set up for Automatic EFT withdrawals:

- 1) Go to www.foremostpayonline.com and set up; or
- 2) Complete this form and return it to:
 - Your Foremost Representative, or
 - Foremost Specialty Lines, Attention: EFT/EPM Department, PO Box 3218, Grand Rapids, MI 49501, or
 - You may fax the completed form to us at **1-877-618-2318**.

- I choose a one-time only EFT withdrawal. Amount: \$ _____ (Down payment or other one-time payment.)
- I choose Automatic EFT withdrawals (Note: Automatic EFT withdrawals will not be made for any bills already sent out.)

I authorize Foremost Insurance Company, Grand Rapids, Michigan and its affiliates and subsidiaries ("Foremost") to initiate a one-time and/or Automatic EFT withdrawals (as indicated above).

For policy number _____ (First 13 digits) (Example 103-1234567890-01)

Policyholder name _____
(Please Print)

From the following bank account:

Routing/Transit Number _____ Account Number _____

For payment of premium in the amount indicated above
(if one-time EFT indicated above).

To pay for future installment payments due on my policy (if Automatic EFT indicated above).
(Include a copy of a current voided check with your request.)

Account Type: Individual Business
Choose One: Checking Savings

102

John Smith
100 Main Street
Anytown, NY 10012

PAY TO THE ORDER OF _____ \$ _____
_____ DOLLARS

MEMO _____

⑆ 25598589⑆ 0 25456987⑆ 0 02

Routing/Transit Number (9 digits) Account Number

If one-time EFT indicated above, the EFT withdrawal will take place on or after today's date. If Automatic EFT indicated above, Automatic EFT withdrawals will be deducted from my account on the date the installment is due for the amount due. I understand that payments with due dates falling on a Saturday, Sunday, or holiday may be processed the following business day. **I also understand and agree that the amounts and dates of the withdrawals are determined by the payment plan I selected for my policy and are not flexible.**

I certify that I am an owner or authorized signer for this account.

I authorize the financial institution where this account is held to honor the withdrawals.

I acknowledge it is my responsibility to have sufficient funds in this account to cover these withdrawals. I understand that any withdrawal that is refused due to insufficient funds may be resubmitted at Foremost's discretion. If there are not sufficient funds in this account, I understand my policy may cancel or expire.

If I choose to discontinue Automatic EFT withdrawals or change my account information, **I can do so by going to foremostpayonline.com or by sending a signed written notice to Foremost Specialty Lines, Attention: EFT/EPM Department, P.O. Box 3218, Grand Rapids, MI 49501.** To change my account information, I will send a new, completed authorization form. (Written notice should contain your policy number and your request to stop the automatic withdrawals. Please print and sign your name and date the request.)

The written notice to discontinue EFT withdrawals or change account information must give Foremost and the financial institution enough advance notice that it provides two weeks to act on the request before the next withdrawal is made.

If you are signed up to have your payments automatically withdrawn electronically and decide to request a cancellation of your policy, please check the status of your outstanding bills at that time. Although we will discontinue future automatic withdrawals once we process your request to cancel your policy, it's possible that an automatic withdrawal may have begun to process around the same time as the policy cancellation.

I have also read and agree to the Terms and Conditions that follow.

Name (please print) E-mail address

Signature Date

AGENTS: If processing a one-time EFT payment for your customer, retain this completed and signed authorization in your files. If processing your customer's enrollment for Automatic EFT payments, retain this completed and signed authorization in your files as outlined in Foremost's record retention policy.

EFT TERMS AND CONDITIONS

Definitions

"We," "us" and "our" means the insurance company authorized to make electronic withdrawals for insurance payments. "You," "your" and "yours" means the person or persons authorizing the electronic withdrawals for insurance payments. "Automatic payments" ("EFT") means EFT withdrawals automatically being deducted from your designated account on the date the premium is due for the amount due, as specified on the bill.

Service Provider

You authorize us to use a third party to make the authorized EFT withdrawals.

Application of Payments

1. Funds withdrawn will be applied only to the designated policy or replacement policies for that policy.
2. Funds withdrawn will first be applied to any outstanding premium balance in the current policy term. Any excess will then be applied to the renewal term if a bill has been issued for the renewal term.
3. "Business day" means Monday through Friday excluding our company holidays.
4. Payment transactions requested after 7:30 p.m. Eastern Time will be processed the following business day.
5. You agree to have the funds in the designated account on the date you request the EFT withdrawal, whether or not the date falls on a business day. Note: It may take 3-5 business days for your account to reflect the payment.

Non Sufficient Funds

EFT withdrawals that are refused due to non sufficient funds (NSF) may be resubmitted at our discretion. If we are unable to electronically withdraw the funds from your account, any payment posted in good faith will be reversed from your policy and a cancellation notice will be issued for your policy.

Removal from Automatic EFT

Regarding multiple returned payments: If we receive multiple returned payments due to an invalid account number, non sufficient funds, or for any other reason, we may remove your authorization for Automatic EFT payments.

Policy Cancellation

Regarding cancellation notices: If we send you a cancellation notice for the designated policy, we will not process an EFT withdrawal for the amount due. To continue your coverage, you must pay the amount due by another method. Contact your agent for assistance.

Note: If you request a cancellation, please check the status of your outstanding bills at that time. Although we will discontinue future automatic withdrawals once we process your request to cancel your policy, it's possible that an automatic withdrawal may have begun to process around the same time as the policy cancellation.

Exclusions of Warranties and Limitation of Liabilities

THE ELECTRONIC FUNDS TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In addition, we do not warrant, guarantee or make any representations regarding the security of accounts, or that this site is free from destructive materials, including but not limited to computer viruses, hackers, or other technical sabotage, nor does it warrant, guarantee or make any representations that access to this site will be fully accessible at all times, uninterrupted, or error-free.

IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION LOST OR MISDIRECTED APPLICATIONS, LOST PROFITS, LOST GOODWILL, OR LOST OR STOLEN PROGRAMS OR OTHER DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH (1) USE OF WWW.FOREMOSTPAYONLINE.COM, OR THE INABILITY TO USE THE SITE BY ANY PARTY; OR (2) ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; OR (3) LINE OR SYSTEM FAILURE OR THE INTRODUCTION OF A COMPUTER VIRUS, OR OTHER TECHNICAL SABOTAGE, EVEN IF WE, OR OUR AFFILIATES, OR THE EMPLOYEES OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, LOSSES OR EXPENSES.

System Requirements/Equipment

We use encryption to make your information unreadable as it passes over the Internet. Therefore, we strongly recommend that you use the latest version of your browser software for maximum security.

Privacy Policy

To view our privacy policy, go to http://www.foremost.com/privacy_policy.htm

Billing Notices

You are responsible for reviewing any billing notices mailed to you or presented to you via foremostpayonline.com. Notices will continue to contain important information about your policy.

Storage of Information

Information stored on Foremost PayOnline® is kept under physical, electronic or procedural controls that comply with or exceed government standards. We authorize our employees and agents to get information about you only when they need it to do their work for us. We require companies working for us to protect information. They agree to use it only to provide services we ask them to perform for us.

Changing or Stopping a One-Time EFT Withdrawal

If you need to change or stop a one-time EFT withdrawal after you've submitted your request, contact us at 1-800-532-4221 prior to 7:30 p.m. Eastern Time **the same business day** your transaction was submitted. After 7:30 p.m., transactions for the day will begin processing and no changes can be made.

To Discontinue Automatic EFT Withdrawals

The authority for automatic EFT withdrawals remains in effect until we have received written notice from you of its termination, in such time and manner as to afford us a reasonable opportunity to act upon it. To discontinue automatic EFT withdrawals, update your Foremost PayOnline® account at foremostpayonline.com or send a signed, written request to: Foremost Specialty Lines, Attention: EFT/EPM Department, PO Box 3218, Grand Rapids, MI 49501.

Written notice should contain your policy number and your request to stop the automatic withdrawals. Please print and sign your name and date the request.

Note: Please allow up to two weeks for processing of your request. Withdrawals scheduled within two weeks after your request may still take place. *If you are signed up to have your payments automatically withdrawn electronically and decide to request a cancellation of your policy, please check the status of your outstanding bills at that time. Although we will discontinue future automatic withdrawals once we process your request to cancel your policy, it's possible that an automatic withdrawal may have begun to process around the same time as the policy cancellation.*

Automatic Payments When Policy is Set Up for 12-Payment Plan

For your policy to be set up on a 12-payment plan, you must also be enrolled for automatic payments. If you are not, or if you stop automatic payments, the policy billing may be adjusted to a different payment plan and the payment schedule changed accordingly. (Not applicable in Colorado.)

Security

If you are enrolled at foremostpayonline.com, you agree not to allow your User ID and password to be used by any unauthorized individuals. You are responsible for all payments authorized using Foremost PayOnline®. If you permit Authorized Users or other persons to use Foremost PayOnline® or your User ID and password, you are responsible for any transactions they authorize. If you believe your User ID and password have been lost or stolen, or that someone may attempt to use Foremost PayOnline® without your consent, you must notify us at once by calling the toll-free number in the "Contact Us" information in the paragraph below during customer service hours.

Maintaining Accurate Information

It is your sole responsibility to ensure that your contact and account information is current and accurate. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

Account and contact information can include, but is not limited to, items such as your name, phone number, e-mail address, and bank account information. To change this information, either update your Foremost PayOnline® account at foremostpayonline.com or contact us as indicated below.

Please Note: If you need to change information specific to your policy, such as your mailing address/property location or coverages, please contact your Foremost representative. Changes to your policy **cannot** be made at foremostpayonline.com.

Amendments to Terms and Conditions

We reserve the right to change these Terms and Conditions at any time.

Method of Refund

If your policy has no outstanding balance at the time we receive a payment, we will credit the payment back to your account with a Foremost PayOnline® reference number.

For all other refunds, we will pay you by check. We will not initiate an EFT deposit for these other types of refunds.

Fees

Foremost PayOnline® is currently available at no charge. However, we reserve the right to charge a fee for Foremost PayOnline® in the future. Any such fee may be amended from time to time in accordance with these Terms and Conditions. All other fees that currently apply to your policy or chosen payment plan remain in effect.

Non-waiver

Any failure by us to act upon any breach of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of that or any other term or condition, or of any right to thereafter enforce the Agreement.

Contact Us

You may write to us at: Foremost Specialty Lines, Attention: EFT/EPM Department, P.O. Box 3218, Grand Rapids, MI 49501. Or, you may call us during business hours at 1-800-532-4221.