

**Electronic Funds Transfer (EFT) Authorization  
and Terms and Conditions**

For **Single Withdrawal (Section I)** or **Automatic Payment Setup (Section II)**

**SECTION I - SINGLE EFT WITHDRAWAL**

**I choose a single EFT withdrawal**

I authorize Foremost Insurance Company Grand Rapids, Michigan and its affiliates and subsidiaries ("Foremost") to initiate an EFT withdrawal:

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

From the following bank account:

Routing/Transit Number \_\_\_\_\_ Account Number \_\_\_\_\_

For payment of premium in the amount of \$ \_\_\_\_\_ .

(Please include a copy of a voided check or deposit slip with your request.)

Account Type:  Individual  Business

Choose One:  Checking  Savings

The diagram shows a check with the following fields:  
- Payee: John Smith, 100 Main Street, Anytown, NY 10012  
- Amount: \$ \_\_\_\_\_  
- Pay to the order of: \_\_\_\_\_  
- Memo: \_\_\_\_\_  
- MICR line: ⑆ 255985891 ⑆ 01254569871\* 0102  
- Routing/Transit Number (9 digits): [255985891]  
- Account Number: [01254569871]

Routing/Transit Number (9 digits) \_\_\_\_\_  
Account Number \_\_\_\_\_

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

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

I acknowledge it is my responsibility to have sufficient funds in this account to cover this withdrawal. If there is not, I understand my policy may cancel or expire.

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
E-mail address (to send electronic payment confirmation)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AGENTS:** If processing a single EFT payment for your customer, retain this completed and signed authorization (Section I) in your files for at least two years.

**Complete Section II if setting up automatic payments (EFT)**

**To enroll for Automatic EFT Withdrawals:** 1) Go to [www.foremostpayonline.com](http://www.foremostpayonline.com) and enroll; or  
 2) Complete Section II of this form (below) and return it to:  
 - Your Foremost Representative, or - Foremost Specialty Lines  
 Attention: EFT/EPM Department  
 PO Box 7992  
 Overland Park, KS 66207

**SECTION II - AUTOMATIC EFT WITHDRAWALS**

**I choose automatic EFT withdrawals**

I authorize Foremost Insurance Company Grand Rapids, Michigan and its affiliates and subsidiaries ("Foremost") to initiate automatic EFT withdrawals:

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

From the following bank account:

Routing/Transit Number \_\_\_\_\_ Account Number \_\_\_\_\_

To pay for the future premium payments due on my policy.  
 (Please include a copy of a voided check or deposit slip with your request.)

Account Type:  Individual  Business

Choose One:  Checking  Savings

- I choose to discontinue receiving paper notification of future bills (if checked, e-mail address is required below).
- I choose to receive any special e-mail promotions Foremost might also send.

With this arrangement, automatic EFT withdrawals will be deducted from my account on the date the premium 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 withdrawal.

I acknowledge it is my responsibility to have sufficient funds in this account to cover these withdrawals. If there is not, 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 [www.foremostpayonline.com](http://www.foremostpayonline.com) or by sending written notice to Foremost Specialty Lines, Attention: EFT/EPM Department, P.O. Box 7992, Overland Park, KS 66207.** 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.

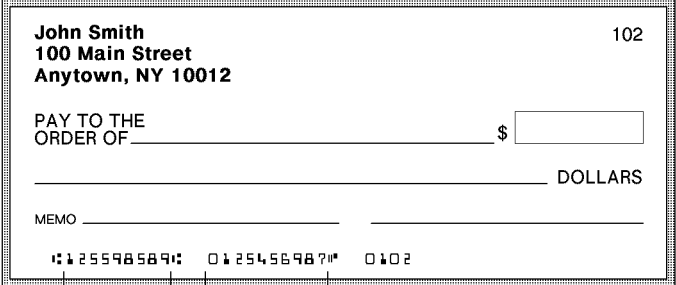
**I have also read and agree to the Terms and Conditions that follow.**

Name (please print) \_\_\_\_\_

E-mail address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



Routing/Transit Number (9 digits)  
 Account Number

**AGENTS:** If processing your customer's enrollment for automatic EFT payments, retain this completed and signed authorization (Section II) in your files indefinitely 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 number.
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.

### Insufficient 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.

### 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.

### 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, Foremost does 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 FOREMOST 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 THIS SITE, OR THE INABILITY TO USE THIS 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 FOREMOST, ITS EMPLOYEES OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, LOSSES OR EXPENSES.

### System Requirements/Equipment

We use 128-bit encryption to make your information unreadable as it passes over the Internet. Therefore, we strongly recommend that you use the latest version of Microsoft Internet Explorer or Netscape Navigator.

### Privacy Policy

To view our privacy policy, go to [http://www.foremost.com/privacy\\_\\_policy.htm](http://www.foremost.com/privacy__policy.htm)

### Online Billing

You are responsible for reviewing any billing notices mailed to you, even if you have chosen to stop receiving paper bills. Any mailed notices will continue to contain important information about your policy.

### Storage of Information

Information stored on Foremost PayOnline<sup>™</sup> 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

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 Single EFT Withdrawal**

If you need to change or stop a single 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**

Update your Foremost PayOnline account at [www.foremostpayonline.com](http://www.foremostpayonline.com) or send a signed, written request to:

Foremost Specialty Lines  
Attention: EFT/EPM Department  
PO Box 7992  
Overland Park, KS 66207

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.

### **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 will be adjusted to a different payment plan and the payment schedule will be changed. (Not applicable in Colorado or with Texas Rule 14).

### **To Contact Us**

You may contact us during business hours by calling 1-800-532-4221. Or, write us at:

Foremost Specialty Lines  
Attention: EFT/EPM Department  
PO Box 7992  
Overland Park, KS 66207

### **Security**

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 "To Contact Us" information in the paragraph above 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 [www.foremostpayonline.com](http://www.foremostpayonline.com) or contact us as indicated above.

### **Amendments to Terms and Conditions**

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

### **Method of Refund**

If, for any reason, you are due a refund, we will pay it to you by check. We will not initiate an EFT deposit for any refund.

### **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.