



## 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 Funds withdrawn will be applied only to the designated policy or replacement policies for that policy.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 Funds withdrawn will first be applied to any outstanding premium balance in the current policy term.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](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](http://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](http://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](http://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](http://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](http://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.