

Payment Authorization and Terms and Conditions for One-Time Payments or Automatic Payments



To make a One-time Bank Payment withdrawal or to set up Automatic Bank or Automatic Payment Card payments complete and sign this form and return it to your insurance representative.

- ☐ I authorize Foremost Insurance Company Grand Rapids, Michigan and its affiliates and subsidiaries ("Foremost") to initiate a One-time Bank Payment withdrawal in the amount of \$ _____
- ☐ I authorize Foremost Insurance Company Grand Rapids, Michigan and its affiliates and subsidiaries ("Foremost") to initiate Automatic Payments

I understand billing statements are available online through www.foremost.com at any time.

Please verify/complete all information below.

Foremost® Policy Number _____

Email Address _____ Phone Number _____

☐ From the following Bank Account:

Account Type: ☐ Checking ☐ Savings ☐ Business Checking

Routing/Transit Number (9 digits) _____ Account Number _____

Bank Account Holder Name: _____

Routing Number: _____

Bank Account Number: _____

☐ On the following Payment Card:

Cardholder Name: _____

Card Type: ☐ MasterCard® ☐ Visa® ☐ Discover® ☐ American Express®

Card Number: _____

EXP. Date: ____ / ____ Billing ZIP Code: _____
MM YYYY

If One-time Bank Payment withdrawal was selected above, the withdrawal from my Bank Account will take place on or after today's date.

If Automatic Payments were selected above, the payments will be withdrawn from my Bank Account or charged to my Payment Card on the future scheduled withdrawal or charge dates for the amounts due. I understand that payments with Automatic withdrawal or charge dates on a Saturday, Sunday or holiday may not be processed until the following business day. I also understand and agree that the amounts and dates of the withdrawals or charges are determined by the payment plan I selected for my policy. I understand that withdrawals or charges will only occur automatically following a regular billing notice.

I, _____, certify that I am an owner or authorized signer for this Bank Account or Payment Card.

I authorize the financial institution where this Bank Account or Payment Card is held to honor the withdrawals or charges.

I acknowledge it is my responsibility to have sufficient available funds in this Bank Account or on this Payment Card to cover these withdrawals or charges. I understand that any electronic bank withdrawal that is returned due to reasons such as insufficient funds may be resubmitted at Foremost's discretion. I understand returned One-time or Automatic Bank withdrawals or declined/rejected Payment Card transactions may result in the policy cancelling.

If I choose to discontinue Automatic Payment transactions, I can do so by going to www.foremost.com or by sending a signed written notice to Foremost Specialty Lines, Attention: PayOnline, P.O. Box 3218, Grand Rapids, MI 49501. To change my Bank Account or Payment Card information, I will be required to complete a new authorization.

My written notice to discontinue Automatic Bank Payment withdrawals or Payment Card charges, or change Bank Account or Payment Card information must give Foremost, its vendor and the financial institution enough advance notice that it provides five (5) business days to act on the request before the next withdrawal or charge is made. (Written notice should contain the policy number and your detailed request regarding the Automatic Payments. Please print and sign your name and date the request.)

If I request to cancel the policy, I will check the status of my outstanding billing statements at that time. I understand Foremost will discontinue future Automatic Payments once they process my request to cancel my policy; however, it is possible that an Automatic Payment may have processed about the same time as the policy cancellation.

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

Bank Account/ Card owner/ Authorized signer (please print) _____

Signature _____ Date _____

Payment Authorization Terms and Conditions

Definitions

"We," "us" and "our" mean the insurance company(ies) authorized to process One-time or Automatic Bank Payment withdrawals or Payment Card charges for insurance payments. "You," "your" and "yours" mean the person(s) authorizing the One-time or Automatic Bank Payment withdrawals or Payment Card charges for insurance payments. "Automatic Payments" means either withdrawals automatically deducted from your designated Bank Account or charges automatically applied to your designated Payment Card on the scheduled due dates for the amounts due. "Automatic Bank Payment" means electronic funds transfer (EFT) withdrawals automatically being deducted from your designated Bank Account on the scheduled withdrawal dates for the amounts due. "Payment Card" means any credit or debit card, including reloadable pre-paid cards. "Business day" means Monday through Friday, excluding our company holidays. Your designated Bank Account or Payment Card includes any replacement account number and/or routing number received electronically from the designated financial institution. The parties agree to be bound by the NACHA operating rules.

Service Provider

You authorize us to use a third party, Paymentus® Corporation, to process the authorized One-time or Automatic Bank Payment withdrawal(s) or Payment Card charge(s).

Application of Payments

1. Funds withdrawn or charged will be applied only to the designated policy or its replacement.
2. Payments made after 6:30 pm Central Time may be posted on the next business day.
3. You agree to have the:
 - a) Funds available in the designated Bank Account on the payment date(s), whether or not the date(s) falls on a business day. (Note: It may take 3-5 business days for your Bank Account to reflect the payment.); or
 - b) Funds available in the designated Payment Card account on the payment date(s), whether or not the date(s) falls on a business day.

Payments Not Honored

One-time or Automatic Bank Payment withdrawals that are not honored for reasons such as insufficient funds may be resubmitted at our discretion. If we are unable to electronically withdraw the funds from your Bank Account or charge the payment to your Payment Card, any corresponding payment(s) posted in good faith will be reversed from your policy and a cancellation notice(s) may be issued.

Removal from Automatic Payments

If a payment is not honored, we may remove your policy from Automatic Payment.

Excessive Returned Payments or Stopped Drafts/Charges

If we receive multiple returned Automatic Payments, your policy may become ineligible for the One-time Payment or Automatic Payment process, at our discretion.

Returned Payment Charges:

We may assess Returned Payment Charges if payments are returned for reasons such as insufficient funds, closed Bank Account or revoked authorization.

Policy Cancellation

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

NOTE: If we receive a request to cancel the policy, please check the status of the outstanding billing statement at that time. We will discontinue future Automatic Payments once we process the request to cancel the policy; however, it is possible that an Automatic Bank Payment withdrawal or Payment Card charge may be processed around the same time as the policy cancellation.

Exclusions of Warranties and Limitation of Liabilities

THE ONE-TIME BANK PAYMENT, AUTOMATIC BANK PAYMENT AND AUTOMATIC PAYMENT CARD PROCESSING SERVICES 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 Bank or Payment Card accounts, or that the website 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 THE WEB SITE, OR THE INABILITY TO USE THE WEB 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://cp.foremost.com/general/privacy-policy.htm>.

Billing Statements and Notices

You are responsible for reviewing any billing statements and notices mailed to you or otherwise presented to you via www.foremost.com. Billing statements and notices will continue to contain important information about your policy.

Changing or Stopping a One-Time Bank Payment Withdrawal

If you need to change or stop a One-time Bank Payment withdrawal after you have submitted your request, contact us at 1-800-532-4221 prior to 6:30 p.m. Central Time when the transactions for the day will begin processing and no changes can be made.

Discontinuing Automatic Bank Payment Withdrawals or Payment Card Charges

The authorization for Automatic Payments 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. If you choose to discontinue Automatic Payments, you can do so by logging into www.foremost.com or by sending a signed written notice to Foremost Specialty Lines, Attention: PayOnline, P.O. Box 3218, Grand Rapids, MI 49501. Written notice should contain your policy number and your request to stop the Automatic Payments. Please print and sign your name and date the request. To change your Bank Account or Payment Card information, you will be required to complete a new authorization.

NOTE: Please allow up to two weeks for processing 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 Payments once we process your request to cancel your policy, it's possible that an Automatic Payments 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.)

Maintaining Accurate Information

It is your sole responsibility to ensure that your contact and account information is current and accurate, as well as your Bank or Payment Card account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account, Bank Account, Payment Card account or contact information. Account and contact information can include, but is not limited to, items such as your policy number, name, phone number, address, email address, and account or Payment Card account information. To change this information, either update your account and/or your Bank Account or Payment Card account at www.foremostpayonline.com or contact us as indicated below.

If you need to change information specific to your policy, such as your mailing address, property location or coverages, please contact your insurance representative.

Amendments to Terms and Conditions

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

Method of Payment

For all refunds, we will pay you by check. We will not initiate a deposit.

Fees

Paying online with Foremost is currently available at no charge. However, we reserve the right to charge fees 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 these Terms and Conditions 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 these Terms and Conditions.

Contact Us

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