



# Payment Authorization Terms and Condition

## Definitions

"We," "us" and "our" mean the insurance company(ies) authorized to make electronic withdrawals or charges for insurance payments. "You," "your" and "yours" mean the person(s) authorizing the electronic withdrawals or charges for insurance payments. "Automatic Recurring payments" means either withdrawals automatically deducted from your designated bank account or charges automatically applied to your designated Payment Card on the scheduled withdrawal or charge 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.

Foremost Insurance Group® is a part of the Farmers Insurance Group of Companies®.

The parties agree to be bound by the NACHA operating rules

## Service Provider

You authorize us to use a third party to make the authorized EFT withdrawals or Payment Card charges.

## Application of Payments

1. Funds withdrawn or charged will be applied only to the designated billing account or its replacement.
2. Payments made after 5:30 p.m. Eastern 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, whether or not the date 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, whether or not the date falls on a business day.

## Payments Not Honored

EFT 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 posted in good faith will be reversed from your billing account and a cancellation notice may be issued for the policy(ies) attached to the designated billing account.

## Removal from Automatic Recurring Payments

If a payment is not honored, we may remove your billing account from the Automatic Recurring payment method. If this happens, you will need to re-enroll for the Automatic Recurring payment process by completing and signing a new Payment Authorization with a valid bank account or Payment Card number.

## Returned Payment Charges

We may assess Returned Payment Charges if EFT withdrawals are returned for reasons such as insufficient funds, closed bank account or revoked authorization.

## Excessive Returned Payments or Stopped Drafts/Charges

If we receive multiple returned Automatic Recurring Payments, or multiple stopped drafts/charges, your billing account may become ineligible for the Automatic Recurring Payment process until a specified date, set at our discretion.

## Policy Cancellation(s)

If we send a cancellation notice for non-payment of premium for policy(ies) attached to the designated billing account, we will process an EFT withdrawal or Payment Card charge for the total payment due including both the amount past due, the current amount due, and any associated fees. If you wish to only pay the amount past due, the billing account must be removed from Automatic Recurring Payments.

If we receive a request to cancel the policy(ies) attached to the designated billing account, please check the status of the outstanding billing statement at that time. We will discontinue future Automatic Recurring payments once we process the request to cancel the policy(ies); however, it is possible that an Automatic Recurring withdrawal or charge may be processed about the same time as the policy(ies) cancellation(s).

## Exclusions of Warranties and Limitation of Liabilities

THE ONE-TIME EFT, AUTOMATIC RECURRING EFT AND AUTOMATIC RECURRING 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 web 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 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 understand that by signing up for the Automatic Recurring payments you are agreeing to no longer receive paper billing statements. You are responsible for reviewing any billing statements and notices mailed to you or otherwise presented to you via [www.myclbiz.com](http://www.myclbiz.com). Billing statements and notices will continue to contain important information about your billing account and the underlying policies.

## **Storage of Information**

Information stored on [www.myclbiz.com](http://www.myclbiz.com) is kept under physical, electronic or procedural controls that comply with or exceed government and industry 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 have submitted your request, visit your Foremost producer prior to 5:00 p.m. Eastern Time the same business day your transaction is submitted. After 5:00 p.m. Eastern Time, transactions for the day will begin processing and no changes can be made.

## **Discontinuing Automatic Recurring Payments**

The authorization for Automatic Recurring 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. To discontinue Automatic Recurring payments, log into your account at [www.myclbiz.com](http://www.myclbiz.com), or contact us using the information below.

Please allow up to five (5) business days for processing your request. Automatic withdrawals or charges scheduled within five (5) business days after your request may still take place. If you are signed up to have your payments automatically withdrawn or charged electronically and decide to request a cancellation of your policy(ies), please check the status of your outstanding billing statement at that time. We will discontinue future Automatic withdrawals or charges once we process your request to cancel your policy(ies); however, it is possible that an Automatic withdrawal or charge may have begun to process around the same time as the policy cancellation(s).

## **Security**

If you are enrolled at [www.myclbiz.com](http://www.myclbiz.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 [www.myclbiz.com](http://www.myclbiz.com). If you permit other persons to use [www.myclbiz.com](http://www.myclbiz.com) 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 [www.myclbiz.com](http://www.myclbiz.com) without your consent, you must notify us at once by calling, (855) 325-2455 during normal business hours of Monday - Friday 8:00 AM to 5:00 PM.

## **Maintaining Accurate Information**

It is your sole responsibility to ensure that your contact and billing 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 billing account, bank account, Payment Card account or contact information.

Billing account and contact information can include, but is not limited to, items such as your name, phone number, address, e-mail address, and bank account or Payment Card account information. To change this information, either update your billing account and/or your bank account or Payment Card account at [www.myclbiz.com](http://www.myclbiz.com) or contact us as indicated below.

If you need to change information specific to your policy(ies), such as your mailing address, property location or coverages, please contact your Foremost producer.

## **Amendments to Terms and Conditions**

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

## **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 visit your Foremost producer, or, you may call us at (855) 325-2455 during normal business hours of Monday - Friday 8:00 AM to 5:00 PM in your local time zone. You may also contact us via FAX at (855) 866-6877 or email at [business.billingservice@farmersinsurance.com](mailto:business.billingservice@farmersinsurance.com).