

THIS FORM MUST BE SIGNED AND SUBMITTED WITH EVERY ALABAMA APPLICATION FOR MAJOR MEDICAL INSURANCE UNDERWRITTEN BY:

**EMPIRE FIRE AND MARINE INSURANCE COMPANY
Omaha, Nebraska 68154-5202**

READ THE FOLLOWING INFORMATION CAREFULLY:

- 1. THE POLICY FOR WHICH YOU HAVE APPLIED FOR COVERAGE INCLUDES A BINDING ARBITRATION AGREEMENT.**
- 2. THE ARBITRATION AGREEMENT REQUIRES THAT ANY DISAGREEMENT RELATED TO THIS POLICY MUST BE RESOLVED BY ARBITRATION AND NOT IN A COURT OF LAW.**
- 3. THE RESULTS OF THE ARBITRATION ARE FINAL AND BINDING ON YOU AND THE INSURANCE COMPANY.**
- 4. IN AN ARBITRATION, AN ARBITRATOR, WHO IS AN INDEPENDENT, NEUTRAL PARTY, GIVES A DECISION AFTER HEARING THE POSITIONS OF THE PARTIES.**
- 5. WHEN YOU ACCEPT THIS INSURANCE POLICY, YOU AGREE TO RESOLVE ANY DISAGREEMENT RELATED TO THE POLICY BY BINDING ARBITRATION INSTEAD OF A TRIAL IN COURT INCLUDING A TRIAL BY JURY.**
- 6. ARBITRATION TAKES THE PLACE OF RESOLVING DISPUTES BY A JUDGE AND JURY AND THE DECISION OF THE ARBITRATOR CANNOT BE REVIEWED IN COURT BY A JUDGE AND JURY.**

ACKNOWLEDGEMENT OF ARBITRATION AGREEMENT

I HAVE READ THIS STATEMENT. I UNDERSTAND THAT I AM VOLUNTARILY SURRENDERING MY RIGHT TO HAVE ANY DISAGREEMENT BETWEEN THE INSURANCE COMPANY AND MYSELF RESOLVED IN COURT. THIS MEANS I AM WAIVING MY RIGHT TO A TRIAL BY JURY.

I UNDERSTAND THAT UPON RECEIPT OF THE INSURANCE CERTIFICATE I SHOULD READ THE ARBITRATION CLAUSE CONTAINED IN THE CERTIFICATE AND THAT I HAVE THE RIGHT TO REJECT THIS COVERAGE WITHIN TEN (10) DAYS OF THE DATE OF DELIVERY IF I DO NOT WANT TO ACCEPT THE REQUIREMENT FOR ARBITRATION.

I UNDERSTAND THAT THIS SAME TYPE OF INSURANCE MAY BE AVAILABLE THROUGH AN INSURANCE COMPANY THAT DOES NOT REQUIRE THAT THE POLICY RELATED DISAGREEMENTS BE RESOLVED BY BINDING ARBITRATION.

Signature of Applicant

Date

Time

Signature of Spouse (if applying)

Date

Time

Signature of Agent

Date

Time