

## INSURANCE DISCLOSURE STATEMENT AND AGREEMENT TO ARBITRATE DISPUTES

There are certain things that Mountain Life Insurance Company would like you to know concerning your purchase of credit life and/or other insurance. Below are some items of particular importance. However, you should read your insurance contract documents for the exact features of the coverage you are purchasing.

Credit life insurance benefits may be less than the amount needed to pay off your loan, such that your estate will be responsible for the difference between the insurance benefits and the amount needed to pay off your loan.

If the coverage is available and you purchase credit disability insurance (accident and health), your coverage will make payments on your loan, in accordance with the terms and conditions of your policy, should you become sick or disabled.

If you purchase Accidental Death insurance, the benefits will be paid as you direct.

If you elect to purchase any insurance, commissions will and other compensation may be paid to the Creditor, its agents, employees, or affiliates.

Insurance which is not specifically designed to pay off your debt with the Creditor is not credit insurance and any benefits will be paid as you may designate or as provided in your certificate/policy evidencing such insurance.

YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY INSURANCE.

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### BINDING ARBITRATION AGREEMENT WITH MOUNTAIN LIFE INSURANCE COMPANY *THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS - READ IT CAREFULLY*

IN THE EVENT OF ANY DISPUTE, CLAIM, QUESTION OR DISAGREEMENT ("CLAIM") BY OR AMONG THE COMPANY, THE CREDITOR, THE APPLICANT/OWNER OR THEIR SUCCESSORS, AGENTS OR BENEFICIARIES ARISING OUT OF OR RELATING TO THE POLICY AND/OR ANY CERTIFICATE ISSUED PURSUANT TO THE POLICY, THE PARTIES SHALL USE THEIR BEST EFFORTS TO SETTLE SUCH DISPUTE THROUGH NEGOTIATION AND, FAILING A NEGOTIATED RESOLUTION OF A CLAIM WITHIN 60 DAYS, SUCH CLAIM MUST BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ. (THE "FAA"). ARBITRATION PROCEEDINGS MAY BE COMMENCED BY EITHER PARTY AND SHALL BE CONDUCTED BY THE NATIONAL ARBITRATION FORUM ("NAF") UNDER THE IT'S RULES AND CODE OF PROCEDURE IN EFFECT AT THE TIME THE CLAIM IS FILED. RULES AND FORMS OF THE NATIONAL ARBITRATION FORUM ("NAF") MAY BE OBTAINED AND CLAIMS MAY BE FILED AT ANY NAF OFFICE, [WWW.ARB-FORUM.COM](http://WWW.ARB-FORUM.COM), OR P.O. BOX 50191, MINNEAPOLIS, MINNESOTA 55405, TELEPHONE 1-800-474-2371. IF THE NAF IS UNABLE OR UNWILLING TO ACT AS ARBITRATOR (DEFINED AS AN INDEPENDENT, NEUTRAL PARTY, WHO GIVES A DECISION AFTER HEARING THE POSITIONS OF THE PARTIES), WE MAY SUBSTITUTE ANOTHER NATIONALLY RECOGNIZED, INDEPENDENT ARBITRATION ORGANIZATION THAT USES A SIMILAR CODE OF PROCEDURE. THE COST OF THE ARBITRATION PROCEEDINGS WILL BE BORNE BY THE COMPANY, WITH THE EXCEPTION OF THE COST OF YOUR REPRESENTATION AND, IF THE ARBITRATOR FINDS THAT YOUR CLAIM IS WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THE COST OF THE ARBITRATION PROCEEDINGS TO BE BORNE BY YOU. ANY ARBITRATION HEARING AT WHICH YOU MUST PERSONALLY APPEAR WILL TAKE PLACE IN YOUR COUNTY OF RESIDENCE UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY THE PARTIES. THE DECISION OF THE ARBITRATOR WILL BE FINAL AND BINDING ON THE PARTIES TO THE ARBITRATION. THE ARBITRATION AWARD IS SUBJECT TO A LIMITED JUDICIAL REVIEW AS PROVIDED BY THE FAA AND MAY BE ENFORCED BY ANY COURT HAVING JURISDICTION. THE ARBITRATOR SHALL FOLLOW EXISTING SUBSTANTIVE LAW TO THE EXTENT CONSISTENT WITH THE FAA AND APPLICABLE STATUTES OF LIMITATIONS AND SHALL HONOR ANY CLAIMS OR PRIVILEGE RECOGNIZED BY LAW. IF ANY PARTY REQUESTS, THE ARBITRATOR SHALL WRITE AN OPINION CONTAINING THE REASONS FOR THE AWARD.

NO CLAIM SUBMITTED TO ARBITRATION IS HEARD BY A JUDGE OR JURY AND NO CLAIM MAY BE BROUGHT AS A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL. YOU WILL NOT HAVE THE RIGHT TO ACT AS A CLASS REPRESENTATIVE OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS WITH RESPECT TO ANY CLAIM.

*(CONTINUED ON REVERSE SIDE)*

(CONTINUED FROM FRONT SIDE)

FOR PURPOSES OF THIS ARBITRATION AGREEMENT, "WE", "US" OR "COMPANY" MEANS MOUNTAIN LIFE INSURANCE COMPANY, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND ALL THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. ADDITIONALLY "WE" OR "US" SHALL MEAN ANY THIRD PARTY PROVIDING BENEFITS, SERVICES, OR PRODUCTS IN CONNECTION WITH THE POLICY (INCLUDING BUT NOT LIMITED TO CREDITORS, AND REINSURANCE COMPANIES, AND INSURANCE AGENT AND AGENCIES) IF, AND ONLY IF, SUCH A THIRD PARTY IS NAMED BY YOU AS A CO-DEFENDANT IN ANY CLAIM YOU ASSERT AGAINST US. ALSO, FOR PURPOSE OF THIS ARBITRATION SECTION, "YOU" OR "YOURS" SHALL MEAN ANY APPLICANT, PERSON INSURED OR CERTIFICATE HOLDER UNDER THE POLICY AND THEIR HEIRS, SUCCESSORS, REPRESENTATIVES AND ASSIGNS. THERE MAY BE INTERVENTION AND JOINDER IN THE ARBITRATION OF ANY PERSON OR ENTITY WHICH WOULD OTHERWISE BE A PROPER ADDITIONAL PARTY IN A COURT ACTION AND UPON SUCH INTERVENTION AND JOINDER, ANY PENDING COURT ACTION AGAINST SUCH ADDITIONAL PERSON OR ENTITY SHALL BE STAYED PENDING THE ARBITRATION.

CLAIMS SUBJECT TO ARBITRATION SHALL INCLUDE BUT NOT BE LIMITED TO INTERPRETATION OF THE POLICY; ANY CERTIFICATE ISSUED PURSUANT TO THE POLICY; BENEFIT PAYMENT; OWNERSHIP; BENEFICIARY DESIGNATION; PREMIUMS; SALES REPRESENTATION; THE APPLICATION; INFORMATION CONTAINED IN THE APPLICATION; AGENT CONDUCT; ANY CLAIM ALLEGING FRAUD, DECEIT OR SUPPRESSION OF ANY MATERIAL FACT; OR ANY OTHER MATTER ARISING OUT OF OR RELATING IN ANY WAY TO THE POLICY OR YOUR RELATIONSHIP WITH THE COMPANY, ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATE COMPANIES.

NOTICE AND ACKNOWLEDGEMENT OF ARBITRATION AGREEMENT

BY SIGNING THIS DISCLOSURE STATEMENT, YOU THE APPLICANT(S) AND THE CREDITOR ACTING FOR ITSELF AND AS AGENT FOR MOUNTAIN LIFE INSURANCE COMPANY, HEREBY ACKNOWLEDGE THAT THE INSURANCE ISSUED TO THE UNDERSIGNED APPLICANT(S) AND ALL RENEWALS AND REPLACEMENTS OF IT TAKE PLACE IN AND SUBSTANTIALLY AFFECT INTERSTATE COMMERCE. THEREFORE, THE FEDERAL ARBITRATION ACT, WHICH PERMITS AND PROMOTES ARBITRATION AS A MEANS OF DISPUTE RESOLUTION, APPLIES TO THE INSURANCE ISSUED TO THE APPLICANT(S). YOU, ANY CREDITOR, AND THE COMPANY AGREE TO SUCH ARBITRATION.

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

I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE FOREGOING ARBITRATION AGREEMENT AND HAVE RECEIVED A COPY FOR MY RECORDS.

\_\_\_\_\_  
Creditor

By: \_\_\_\_\_  
Its: Authorized Representative

DATE: \_\_\_\_\_ APPLICANT \_\_\_\_\_ CO-APPLICANT \_\_\_\_\_

Certificate/Policy Number(s): \_\_\_\_\_