

## Waiver and Acknowledgement

11/13

This Waiver and Acknowledgement ("Waiver") has been signed on the date set forth below by the undersigned ("Applicant") in favor of The Ark Group, its successors, assigns, shareholders, directors and employees (collectively "The Ark Group").

The Applicant acknowledges, understands and agrees as follows:

- Applicant has submitted an application intending to secure insurance from one or more insurance companies.
- In the course of applying for insurance coverage, The Ark Group has asked for and received information concerning the Applicant's medical condition(s) and history, as well as other information that is of a personal and confidential nature.
- The Ark Group will provide that information, or parts of it, to a number of potential insurers and their agents, employees and representatives.
- The Ark Group maintains, or will maintain, a secure e-mail service through which certain authorized underwriters and/or other insurance industry representatives ("Underwriters") may be given access to information concerning Applicant's Personal Health Information.
- The Ark Group will use the secure email service to send some or all of the confidential and personal information the Applicant has provide to The Ark Group, and therefore, Underwriters will be able to have access to that information through the secure email service.
- The Underwriters will have access to secure emails via the Internet or other similar computer-based telecommunications system.
- Even though The Ark Group has in place security measures The Ark Group believes appropriate to protect the communication of information secure emails contain from unauthorized access and use, and even though The Ark Group will continue to upgrade security measures from time to time as circumstances warrant, The Ark Group can make no guarantee as to The Ark Group's ability to protect secure emails or the information they contain from unauthorized access by "hackers" or other persons, who through wrongful mean, may bypass the security measures protecting the integrity of the secure email service.
- The Ark Group cannot control the use, dissemination, publishing or interpretation of the information contained in the secure email once that information is gathered by an Underwriter.
- The Applicant will hold harmless from and against any unauthorized access to or use of any information, by any person or company, pertaining to the Applicant in The Ark Group's possession and/or sent via secure email service.
- The Applicant will indemnify The Ark Group for all costs and expenses incurred by The Ark Group or any of its employees, shareholder, agents or representatives in enforcing this Waiver.

The Applicant has evidenced his/her acknowledgement, understanding and agreement with respect to the foregoing by signing this document below.

**I ACKNOWLEDGE that I have received a copy of this document.**

**I AGREE this form shall be valid for 24 months from the date shown below.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in City \_\_\_\_\_, State \_\_\_\_\_.

\_\_\_\_\_  
*Signature of Proposed Insured*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Printed Name of Proposed Insured*