

GUARANTEE AGREEMENT

WHEREAS, *[name of person guaranteeing obligation]*, referred to as Guarantor, Guarantor desires to act as a guaranteeing organization on behalf of _____ and hereby guarantees the payment to *[name of creditor]*, referred to as to the Obligee of the following obligation(s) of *[name of debtor]*:

WHEREAS, Guarantor wishes to assure that _____ complies with the guarantee requirement set forth in Alabama Code §8-32-1 et seq.;

In consideration of \$10.00 and other good and valuable consideration which receipt is hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby guarantees to provide sufficient funds to assure the payment of covered service contract claims, and all other liabilities of _____;

Guarantor guarantees the payment of covered service contract benefits and any extensions, modifications or novations thereof.

2. This guarantee is continuous and not cancellable without 30 days notice to the health maintenance organization and the written approval of the Alabama Commissioner of Insurance.
3. Any modification of this agreement is subject to the prior approval of the Alabama Department of Insurance. This agreement is irrevocable unless the Guarantor can demonstrate to the Department of Insurance that the cancellation of this guarantee will not result in the insolvency of _____ and the Department of Insurance approves the cancellation. Notices under this section shall be sent to the Alabama Department of Insurance, Examiners Division, P.O. Box 303350, Montgomery, AL 36130-3350.

TERMS OF GUARANTEE

The Guarantor waives:

notice of nonpayment, protest, notice of protest or other such notice;
diligence by *[name of creditor]* in collection of any obligation guaranteed herein;

The Obligee may:

release co-guarantors if any;
surrender or release any and all security or collateral;
grant renewals, extensions or modifications of the obligation or indebtedness;
without affecting the Guarantors obligations herein.

The Obligee shall not have to:

exhaust any remedies it may have against *[name of debtor]*;
give notice of acceptance of this guarantee;
first institute suit against *[name of debtor]* prior to demanding payment under this
guarantee;

and may in its discretion seek to enforce this guarantee solely against Guarantor.

The guarantor may revoke this guarantee upon 30 days written notice to the Alabama
Commissioner of Insurance; however, such revocation shall not affect the liability
accrued to that date, if any.

This is the entire agreement of the parties named herein. This agreement may only be
modified by a written agreement executed by both parties.

Dated: _____

Guarantor

Authorized Official

Attested by: _____