

[Illustrative Language Guide]

(This illustrative language is not intended to be legal advice. Only qualified family law attorneys should prepare marital settlement agreements and MSAI provisions to such agreements. Consult a family law attorney for advice.)

[Adding MSAI Coverage Requirement to a Marital Settlement Agreement]

Child [and/or Spousal] Support Obligation Supplemental Unemployment Insurance:

1. Subject to Husband Wife qualifying for coverage under the insurance company's underwriting rules, it is agreed that Husband Wife shall purchase Marital Settlement Agreement IncomeAssure® Supplemental Unemployment Insurance Coverage ("MSAI") from Great American Insurance Company, to cover the weekly monthly support obligations set forth in this Agreement for the term of such support obligations.
2. The policy shall have six (6) month Vesting Period beginning on the effective date of _____ for a period of six (6) months. Benefits payable there under being paid directly to [_____Name_____] Husband Wife, as the Designated Beneficiary under the MSAI policy.
3. The amount of MSAI Supplemental Unemployment Insurance coverage shall equal the total of the weekly monthly child/spousal support obligation of \$_____. In the event the total support obligation is subsequently increased or decreased, during the term of this Agreement, the coverage shall be adjusted to match the support obligation next due. The coverage selected shall have a two (2) week Elimination Period and a twenty-four (24) week Benefit Period
4. The MSAI insurance premium shall be paid quarterly, semi-annually, annually by Husband Wife in a timely manner to keep the coverage in force at all times a child/spousal support obligation exists under this Agreement.
5. It is agreed that any enforcement provisions of this Agreement shall be secondary and subject to a condition precedent that all insurance benefits under the MSAI coverage have first be exhausted before the implementation of any enforcement provisions set forth herein, except for known conditions where no coverage benefits are applicable as set forth in Section 8 below.
6. The parties acknowledge that the MSAI coverage does not completely cover the support obligations under this Agreement and that Husband Wife shall be responsible for that portion of the support coverage not covered by MSAI insurance.
7. MSAI insurance benefits shall be paid directly to the Designated Beneficiary above, who has been endorsed to the MSAI policy. The insurance company will pay the benefits directly to the Designated Beneficiary's bank account provided to the insurance company at the time of the filing of a claim.
8. It is agreed that any support enforcement provisions set forth in this Agreement shall first be subordinated, in whole or in part, to the benefits payable under the MSAI policy. The known

conditions of the policy that will not be covered, and where enforcement provisions shall be in full force and effect are;

- a. Vesting Period: During the Policy Effective Date and the Coverage Eligibility Date, is a 6 month Vesting Period where no MSAI coverage is provided and Husband Wife shall remain obligated to pay support obligations without benefit of MSAI insurance coverage. The Vesting Period is only applicable to the first year of MSAI policy coverage. There is no Vesting Period in subsequent renewal years.
 - b. Maximum Monthly Amount/Maximum Benefit Per Occurrence: MSAI benefits will cover the stated monthly benefit as set forth on the Declarations Page of the MSAI Policy for up to a maximum of 24 weeks per occurrence. If the support obligation is greater than the stated benefit stated on the Declarations Page, Husband Wife shall be responsible for payment of the difference between the covered amount and the support payment obligation.
 - c. Claim Elimination Period: To qualify for coverage under MSAI Husband Wife must (2) remain unemployed for an initial two week period a, the Elimination Period, and (ii) be eligible to accrue State unemployment compensation benefit payment. Husband Wife shall remain obligated to pay support obligation during uncovered Vesting and Elimination periods of MSAI coverage.
 - d. Renewal Eligibility: Husband Wife shall be responsible for completing the annual MSAI Policy renewal application form. Each year, Husband Wife shall be responsible for providing the other party with a copy of the MSAI Renewal Certificate as proof of coverage. If for any reason the MSAI Policy is not renewed, Husband Wife shall be responsible for payment of support obligations without the benefit of insurance as set forth herein.
9. **Cancellation or Non-Renewal**: Husband Wife acknowledge that purchasing, paying for, and renewing the MSAI Policy in an integral part of this Marital Settlement Agreement, and the voluntary or involuntary cancelling or non-renewal of the MSAI is (i) a noticeable and reportable event, and (ii) may be a violation of the terms of the Agreement. Husband Wife shall be required to notify the other in writing, either through their respective attorney or directly within 30 days prior to the expiration date of the MSAI Policy. In the event of cancellation or non-renewal of the MSAI the insurer shall notify