

Lyndon Southern Insurance Company

A Stock Insurance Company

Administrative Office: 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256 (800) 888-2738

MOBILE ELECTRONICS PROTECTION POLICY

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This Policy, Declarations Page, Policy Schedule Page, and Endorsements constitute a complete Policy.

INTRODUCTION

This is a Policy between **you** and **us**. Your rights and duties under this Policy may not be assigned without **our** written consent. **PLEASE READ YOUR POLICY CAREFULLY.**

DEFINITIONS

Abuse means:

1. improper usage or careless treatment of **scheduled covered property by you**;
2. intentional or reckless damage or destruction of property by **you**;
3. operation of the **scheduled covered property** outside the permitted or intended uses described by the manufacturer's instructions.

Accidental physical damage means an unexpected and unintentional external event that results in physical damage to **your** property. The damage shall not be foreseeable and

shall be beyond the control of **you** or the individual entrusted with care, custody and control of the **scheduled covered property**.

Actual cash value (ACV) means the cost of replacing damaged or destroyed **scheduled covered property** with comparable new property, minus depreciation and obsolescence.

Burglary means the forcible entry or exit of the premises, which are not open, and illegally taking away **scheduled covered property** from **you**. Visible signs of forced entry must be present in order for **loss** to be covered.

Computer Virus means any unauthorized intrusive codes or programming that are entered by any means into covered **electronic data processing equipment, ruggedized computer, personal digital assistant (PDA), personal digital assistant (PDA) with phone, digital audio player, peripheral, media, software**, programs, systems or records and interrupt the operations of **scheduled covered property**.

Cosmetic damage or restoration means damages or changes to the physical appearance of the **scheduled covered property** that do not impede or hinder the normal operational function of the **scheduled covered property** such as scratches, abrasions, change in color, texture or finish.

Electronic data processing equipment means electronic computers and peripheral equipment used in conjunction with such computers and included in the purchase of the covered electronic data processing. **Electronic data processing equipment** does not mean any of the following:

1. Equipment used to provide building utility service, other than communications or data processing; or
2. Equipment used to manufacture products other than data; or
3. Equipment used to provide a service other than data processing or communications.

Flood means surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

Intentional damage means any **loss** arising out of any act, or willful **neglect** by **you** to commit or conspire to commit with the intent to cause a **loss**, including imposition of any abnormal conditions to **your scheduled covered property**.

Loss means the direct physical damage and/or **theft** of **scheduled covered property** as listed on the Policy Schedule Page.

Mechanical and electrical breakdown means the failure of a covered part due to faulty workmanship or faulty materials supplied by the original manufacturer or distributor when operated according to the manufacturer's instructions.

Media means the material on which data is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

Mysterious disappearance means the disappearance of property without the knowledge as to place, time or manner of its **loss**.

Named insured refers to the **named insured** shown on the Declarations page of this **Policy**.

Neglect means **your** disregard to use all reasonable means to save and preserve **your** property.

Occurrence means any one **loss** or series of losses arising out of one event for any one scheduled item.

Peripheral means any device:

1. Purchased with the **electronic data processing equipment** as part of a bundled price and packaged with the **electronic data processing equipment**, or purchased on the same date as the **electronic data processing equipment** and used in conjunction with the **electronic data processing equipment**; and

2. Dependent on the **electronic data processing equipment** for operation.

Personal Digital assistant (PDA), or personal digital assistant with phone (PDA Phone), means any electronic handheld information device with or without phone. This includes the factory installed battery, ac adapter and factory faceplate.

Preexisting condition means failures, defects, damages or **loss**, that **you** should have reasonably known to be present prior to the effective date of the Policy.

Robbery means the taking of **your scheduled covered property** by using violence, threats or intimidation.

Ruggedized computer means any laptop or tablet **electronic data processing equipment** specifically designed to reliably operate in harsh usage environments and conditions, such as strong vibration, extreme temperatures and wet or dusty conditions.

Scheduled covered property means any new **electronic data processing equipment, ruggedized computer, personal digital assistant (PDA), personal digital assistant (PDA) with phone, digital audio player, or peripheral**, that **you** own and as scheduled on the Policy Schedule Page. The **scheduled covered property** must be of a make and model that are eligible for coverage under this Policy.

Software refers to the operating system pre-loaded at the time of purchase on the **scheduled covered property**.

Theft means the unlawful taking or removing of property without **your** consent and with the intent to deprive **you**.

Wear and tear means the reduction in value to **scheduled covered property** stemming from routine use and exposure.

We, us, and our means Lyndon Southern Insurance Company.

You and your means the **named insured** shown on the Declarations Page.

COVERAGES

In return for the payment of the premium shown on the Declarations Page, **we** will pay for **loss** or damage to the **scheduled covered property** described on the Policy Schedule Page caused by or resulting from a **Covered Cause of Loss**. The **Covered Causes of Loss** will be indicated on the Policy Schedule Page.

Covered Cause of Loss Options:

1. **Accidental Physical Damage Coverage:**
If **Accidental Physical Damage** is indicated on the Policy Schedule Page, **We** will provide coverage to your **scheduled covered property** against accidental physical damage.

2. **Theft Coverage:**
If Theft Coverage is indicated on the Policy Schedule Page, **We** will provide coverage to **your scheduled covered property** against direct physical **loss** or damage caused by **theft, burglary** and/or **robbery**.
3. **Standard Coverage:**
If **Standard Coverage** is indicated on the Policy Schedule Page, **We** will provide coverage to your **scheduled covered property** against direct physical **loss** or damage caused by: fire, lightning, internal explosion, windstorm or hail, explosion, riot or civil commotion, aircraft, vehicles, smoke, volcanic eruption, vandalism or malicious mischief, falling objects, weight of ice, snow or sleet, accidental discharge of water or steam, sudden cracking of a steam or hot water heating system, freezing, power surge, or **flood**.

EXCLUSIONS

We will not pay for **loss** or damage caused by or resulting from the following, even though any other cause or event contributes concurrently or in any sequence to the **loss**, unless expressly covered on the Policy Schedule Page:

1. Depreciation, depletion, deterioration, obsolescence, corrosion, erosion, **wear and tear**, faulty materials or design errors.
2. Neglect including not following the original equipment manufacturer's guidelines for operations and use.
3. Cosmetic damage or restoration.
4. Any increase in loss caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation.
5. Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, or tsunami.
6. Nuclear Hazard, reaction or radiation, or radioactive contamination, however caused.
7. War, including undeclared or civil war, and war like action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
8. **Computer Virus**
9. A delay in or interruption of any business, manufacturing or academic activity.
10. Any intentional dishonest, fraudulent or criminal acts by **you, your** family members, partners, employees, **your** officers, trustees, directors or anyone else with an interest in the **scheduled covered property**, their employees or authorized representatives or anyone entrusted with the **scheduled covered property**, whether or not acting in collusion with other person(s). This does not apply to a carrier for hire.
11. Programming errors including the inability of a program to function properly beyond a naturally occurring calendar date.
12. **Loss** to accounts, bills, checks, valuable papers, records, abstracts, deeds or manuscripts.
13. **Loss** or damage to **scheduled covered property** while it is being serviced or repaired by a non-authorized facility, a non-licensed repairer, or a non-authorized or non-licensed on-site facility.
14. **Mysterious disappearance**.
15. **Loss** or damage caused by **mechanical and/or electrical breakdown**, faulty construction, **preexisting conditions**, error or omission in design.
16. **Loss** due to damage caused by the physical environment such as dust, condensation or evaporation, dampness, dryness, cold or heat including rust or corrosion caused by any of these factors. This includes but is not limited to continuous or repeated exposure to the same general harmful conditions in addition to vermin and insects.
17. **Loss** or damage caused by:
 1. The failure, malfunction or inadequacy of the following due to the inability to correctly recognize process, distinguish, interpret or accept one or more dates or times:
 - a. **electronic data processing equipment**; or
 - b. data; or
 - c. **software and/or media**; or
 - d. **PDA or PDA phone**.
 2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by **you**, or for **you** by an licensed-authorized repair technician to determine, rectify or test for, any potential or actual problems described in item 1. above.
 3. Any **loss** of data resulting from problems described in item 1. above.

If an excluded cause of **loss** as described in Item 1., 2., and 3., results in a Covered Cause of **loss**, **we** will pay only for the **loss** or damage caused by such Covered Cause of **loss**.
We will not pay for repair, replacement or modification of any items in item 1. to correct any deficiencies or change any features.
18. Additional cost(s) of on-site service to **your** location, such as travel charges.
19. Costs which are recoverable under any product or manufacturer's warranty or extended warranty.
20. Loss that occurs outside the Policy Territory unless an approved International Coverage endorsement is attached, and additional premium has been paid.
21. Programming, data reconstruction, data recovery, program installation and/or reconfiguration, except as defined in the Policy Provisions.
22. Loss to schedule covered property permanently contained on or permanently installed in rolling stock, watercraft, aircraft, spacecraft or motor vehicles licensed for highway use.
23. **Loss** to **PDA's** or **PDA phones'** data, personal information managers, ring tones, contact lists, video, screen savers, stylus, external keyboard, headphones, or other **PDA** accessories.
24. **Loss** or damage to external housings or casings that do not effect the mechanical or electrical function of the scheduled covered property.

25. **Loss to digital audio players'** data, video or audio files.
26. Any other direct or indirect result of a **loss** to **scheduled covered property** not listed.

CONDITIONS

Policy Period/ Policy Territory

Under this Policy, the **loss** must occur:

1. During the Policy Period shown on the Declarations Page; and
2. Within the Policy Territory.

The Policy Territory is:

1. The United States of America, the District of Columbia, (including its territories and possessions);
2. Puerto Rico; and
3. Canada.

Limit of Insurance

The limit of **your** insurance under this Policy, from **loss** or expense arising from any one **occurrence**, is the amount shown on the Policy Schedule Page.

Deductible

The deductible applies on a per scheduled item and **occurrence** basis. **We** will first subtract the deductible amount shown on the Declarations Page from the amount **we** would otherwise pay under this Policy. **We** will then pay the amount in excess of the deductible, up to the applicable limit of insurance per scheduled item, never to exceed the total Limit of Insurance stated on the Declarations Page.

Your Duties In the Event of Loss or Damage

You must do the following in the event of **loss** or damage:

1. **Our** agent must be contacted prior to any repair or replacement of covered property. **We** reserve the right to specify or approve the licensed-authorized repair or replacement facility;
2. Give **us** notice within sixty (60) days of the **loss** or damage, including but not limited to:
 - a. A detailed description of the **scheduled covered property** including but not limited to make, model, serial number;
 - b. A detailed description of the events including how, when, and where the **loss** or damage occurred; and
 - c. A detailed description of the **loss** incurred including any visible damage or operational issues.
3. Provide proof of ownership for the **scheduled covered property** including bill of sale, invoice, cancelled check, or credit card receipt;
4. Allow **us** a reasonable time and opportunity to examine the property before repairs are undertaken or physical evidence of the **loss** is removed. But, **you** must take whatever measures are necessary for protection from further damage;
5. Permit **us** to inspect the property and records;
6. If requested, permit **us** to question **you** under oath, at such times as may be reasonably required about any matter relating to this Policy or **your** claim including **your** books and records. In such event, **your** answers to our questions must be signed;

7. Send **us** a signed, sworn proof of **loss** containing the information **we** request to settle the claim. **You** must do this within 60 days after **our** request;
8. Cooperate with **us** in the investigation and settlement of the claim; and
9. If applicable, submit a copy of the policy or fire report detailing the loss incurred.
10. If applicable, provide the manufacturer's software recovery discs that were provided with **your** computer.

If all the terms of these conditions (as detailed above) are not complied with, no claim under this Policy shall be payable.

Reducing Your Loss

You must reduce the **loss**, if possible, by using all reasonable means to protect **scheduled covered property** that has been damaged.

Payment of Loss

Payment of **loss** will be made:

1. after the amount of covered **loss** is determined under this Policy, and
2. within 30 days after:
 - a. **We** reach agreement with **you**;
 - b. entry of a final judgment; or
 - c. the ruling of an appraisal award.

Settlement Options

Equipment: Our payment for damaged **electronic data processing equipment, personal digital assistants, personal digital assistants with phone, digital audio players** or **peripherals** will be the lesser of the following:

1. The amount of insurance on the Policy Schedule Page for that unit; or
2. The cost at the time of the **loss** to repair or replace the damaged property with property of the same or **like kind and quality**; or
3. Scheduled items 3 years of age or older may be valued by using **ACV** as determined by **us**.

We will not pay for any extra cost if **you** decide to repair or replace the damaged property with property of a better **kind** or **quality** or of a larger capacity at your own discretion.

We further reserve the right to consult the manufacturer or other sources to determine replacement value or that of **like kind and quality** on the current market at the time of the **loss**. Factory authorized or refurbished parts or replacements may be used in the course of repair or replacement by an authorized facility.

Software and /or media: We will pay:

1. For the replacement of the original operating system installed on the equipment at the time of purchase; **we** will not pay to reproduce **Software** programs.
2. For the **media** materials, **you** must provide proof of ownership for a **scheduled covered property loss** that has occurred. **We** will not pay for any data reconstruction or retrieval of information.

Abandonment

There can be no abandonment of any property to **us**.

Salvage and Recoveries

If **we** pay on the insured property and **you** and/or **we** recover the property, **We** will retain all salvage rights to the recovered property until **we** have been fully reimbursed for **our** payment.

Subrogation

If **we** make any payment under this Policy and **you** have a right to recover damages from another, **we** shall be subrogated to that right. However, **our** right to recover is subordinate to that person or organization's right to be fully compensated for **loss**.

Waiver or Change of Policy Provisions

This Policy contains all the agreements between **you** and **us** concerning the insurance afforded. This Policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this Policy.

Premiums

The **named insured** shown on the Declarations Page:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums **we** pay.

Transfer or Assignment of Your Rights and Duties under this Policy

Your interests, rights and duties under this Policy may not be transferred or assigned without **our** prior written consent except in the case of **your** death.

If **you** die, **your** rights and duties will be transferred to **your** legal representative but only while acting within the scope of duties as **your** legal representative. Until **your** legal representative is appointed, anyone having proper temporary custody of **your** covered property will have **your** rights and duties, but only with respect to **your scheduled covered property**.

Other Insurance

You may have other insurance that covers the property scheduled under this Policy. If **you** do, this Policy provides primary insurance. This means that **we** will pay before the other insurance pays unless specifically excluded herein.

Action Against Us

No action shall apply against **us** unless:

1. There has been full compliance with all the terms of this Policy; and
2. The action is brought within two years from the date when **you** discover the **loss**.

Cancellation

You may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.

We may cancel this Policy by mailing or delivering to the **named insured** written notice of cancellation at least:

- a. 15 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if **we** cancel for any other reason.

We will mail or deliver our notice to the **named insured's** last mailing address known to **us**. Notice of cancellation will state the effective date of cancellation. The Policy period will end on that date.

If this Policy is canceled, **we** will send you any premium refund due. If **we** cancel, the refund will be pro rata. If **you** cancel, any unearned premium will be refunded to **you** computed in accordance with the customary short-rate procedure. The cancellation will be effective even if **we** have not made or offered a refund.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Coverage will not be provided to **you** under this Policy if, whether before or after a **loss**, **you** have:

1. Intentionally concealed or misrepresented any material fact or circumstance; or
2. Engaged in fraudulent conduct; or
3. Made false statements.

Nonrenewal

We may elect not to continue this Policy. **We** may do so by mailing to **you** written notice at least thirty (30) days before the effective date of non-renewal on this Policy. Proof of mailing will be sufficient proof of notice.

Concealment, Misrepresentation or Fraud

We will not pay for any **loss** if **you** at any time intentionally conceal or misrepresent a material fact concerning:

1. This Policy;
2. The **scheduled covered property**, including the value of such property reported to **us**;
3. **Your** interest in the **scheduled covered property**; or
4. A claim under this Policy.

If any material fact is concealed or misrepresented, **we** reserve the right to:

1. deny claim based on facts presented; or
2. re-rate risk associated with material facts; or
3. collect any premiums due on re-rate of risk and new exposure calculated from the date of purchase.

Benefits from Policy

No person or organization, other than **you**, having custody of the property will benefit from this insurance.

Physical Environment

You agree to take due care to maintain a physical environment, such as levels of temperature, humidity, and dust, in keeping with the recommendations of the manufacturer for the insured property.

Bankruptcy

The bankruptcy or insolvency of **you** or **your** estate will not relieve **us** of any obligation under this Policy.

Liberalization

If **we** adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy period, the broadened coverage will immediately apply to this Policy.

Loss Payable

1. **We** will pay **you** and the loss payee, if any shown on the Declarations Page for **loss** covered by this Policy, as interests may appear. The Policy covers the interest of **you** and the **loss payee**, unless the **loss** results from conversion, secretion or embezzlement on **your** part.
2. **We** may cancel the Policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the **loss payee's** interest. If **we** cancel, **we** will mail **you** and the **loss payee** the same advance notice.
3. If **we** make any payment to the **loss** payee, **we** will obtain their rights against any other party.

Calculation of Premium

The premium shown on the Declarations Page was computed based on rates in effect at the time the Policy was issued. On each renewal, continuation, or anniversary of the effective date of this Policy, **we** will compute the premium in accordance with **our** rates and rules then in effect.

Conformity to Statute

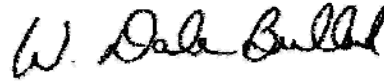
This Policy is amended to comply with the statutes of the jurisdiction:

1. where it is issued; and
2. on the effective date.

In Witness thereof, **we** have caused **your** Policy to be signed by **our** President and Secretary and countersigned, if required, by **our** duly authorized representative.



Secretary



President

Lyndon Southern Insurance Company

A Stock Insurance Company

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MOBILE ELECTRONICS PROTECTION

MANDATORY ENDORSEMENT WASHINGTON

THIS ENDORSEMENT AMENDS THE POLICY. PLEASE READ IT CAREFULLY.

Under **EXCLUSIONS**, paragraph 1 is hereby deleted and replaced as follows:

We will not cover a **Loss** caused directly or indirectly by any of the following excluded causes of loss, or if the excluded event initiates the sequence of events that result in a **Loss**, unless expressly covered on the Policy Schedule Page:

Under **CONDITIONS**, **Salvage and Recoveries**, is amended to include the following:

You will be made whole before **we** are entitled to any proceeds.

Under **CONDITIONS**, **Cancellation**, paragraph 2 is hereby deleted and replaced with the following:

We may cancel this Policy by mailing or delivering written notice to **you**, loss payee or other persons shown by the policy to have an insurable interest. **We** will mail to you at least forty-five (45) days notice and give you the reason for cancellation. When the cancellation is due to non-payment of premium **we** will provide ten (10) days notice.

Under **CONDITIONS**, **Cancellation**, paragraph 6 is hereby deleted and replaced with the following:

We will not provide coverage if an **you** or someone on **your** behalf has:

- a. before a loss, willfully; or
- b. after a loss, willfully and with intent to defraud

concealed or misrepresented any material fact or circumstance relating to this insurance.

Under **CONDITIONS**, **Nonrenewal**, the provisions is hereby deleted and replaced with the following:

Nonrenewal

We may elect not to continue this Policy. **We** may do so by mailing to **you** written notice stating the effective date and reason for nonrenewal, at least forty-five (45) days before the effective date of non-renewal on this Policy. Proof of mailing will be sufficient proof of notice.

Under **CONDITIONS**, **Concealment, Misrepresentation or Fraud**, paragraph 1 is hereby deleted and replaced with the following:

We will not provide coverage if an **you** or someone on **your** behalf has:

- a. before a loss, willfully; or
- b. after a loss, willfully and with intent to defraud

concealed or misrepresented any material fact or circumstance relating to this insurance .

If any material fact is willfully and intentionally concealed or misrepresented by **you**, or someone on **your** behalf, **we** reserve the right to:

1. deny claim based on facts presented; or
2. re-rate risk associated with material facts; or
3. collect any premiums due on re-rate of risk and new exposure calculated from the date of purchase.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.

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ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO OBTAIN REDRESS THROUGH COURTS.

As used in this Arbitration Provision, "You" and "Your" mean the policy holder or policy holders, insureds, or additional insureds, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" mean Lyndon Southern Insurance Company.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Policy or Certificate or any prior Policy or Certificate issued by Us to You, (2) Any credit, loan or purchase transaction in connection with which this Policy or Certificate or any prior Policy or Certificate was issued by Us to You, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Certificate ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator after you have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.** For the purpose of this Arbitration Provision, Lyndon Southern Insurance Company shall be deemed to include all of its affiliates, successors and assigns, including but not limited to Lyndon Southern Insurance Company, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on You and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Policy or Certificate.

No Class Actions/No Joinder of Parties: You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You also agree that You will not join with others to bring Claims in the same arbitration proceeding unless all such persons are named on Your Policy or Certificate.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

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MOBILE ELECTRONICS PROTECTION ADVANCED EXCHANGE ENDORSEMENT

In return for an additional premium, the Policy is amended as follows:

ADDITIONAL COVERAGES

PDA OR PDA PHONE COVERAGE ONLY:

The Advanced Exchange Endorsement allows **you** to receive a replacement PDA device before **you** send **your** damaged original device to a designated Repair Center. This endorsement covers only PDAs or PDA phones that are scheduled covered property that incur a loss or damage due to a covered cause of loss as indicated on the Policy Schedule page.

We ship a like, kind and quality device using express service including overnight shipping service when and where available. Devices of like kind and quality include factory authorized refurbished devices.

Your Duties in the Event of Theft, Loss or Damage:

- 1) **Our** agent must be contacted prior to any replacement or repair of **scheduled covered property**. **We** reserve the right to specify or approve the licensed authorized repair facility;
- 2) You must give **us** notice within 60 days of the **loss** or damage, including but not limited to:
 - a) A detailed description of the **scheduled covered property** including but not limited to make, model, serial number; and
 - b) A detailed description of the events including how, when and where the **loss** or **damage** occurred; and
 - c) In the event of a **theft**, the police report must be received by us before we will ship the replacement unit; and
 - d) A detailed description of the loss or damage incurred including any visible damage or operational issues.
- 3) Provide proof of ownership for the scheduled covered property including bill of sale, invoice, cancelled check, or credit card receipt.

If your claim is due to damage, when you receive the replacement device:

- 1) Shipping instructions will be provided in the box from the replacement facility.
- 2) Backup all data from **your** damaged original device.
- 3) Remove the batteries, stylus, subscriber identification module (SIM card) and any additional hardware (like a memory upgrade), and place the device inside the shipping box with **your** name, address and Service Repair Order #. Any items sent other than the **PDA or PDA phone**, will not be returned.
- 4) You will be responsible for actual cost of replacement unit if damaged original unit is not returned in ten (10) business days to the designated repair center. This charge will be billed to **your** credit card account that **we** require at the time of the claim for damage. **You** can avoid this charge by returning the damaged unit promptly.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Privacy Policy

You have a relationship with one or more of the following Fortegra Financial Corporation affiliates: *Bankers Life of Louisiana, Insurance Company of the South, Life of the South Insurance Company, Lyndon Southern Insurance Company, Response Indemnity Company of California, and Southern Financial Life Insurance Company*. The trust of our customers is our most valuable asset. In the course of providing products and services to you we will obtain information about you. Your trust in providing this information is safeguarded by keeping nonpublic personal information about our customers in a secure environment and using that information in accordance with this Privacy Policy.

This Privacy Policy generally describes our policy about obtaining and disclosing nonpublic information about you, examples of nonpublic information we collect and the companies with which we may share this information. These examples are for illustrative purposes only and are not intended to be considered a complete description of all information we collect, maintain, or use in our sharing practices. You may have other privacy protection under some State laws. We will comply with the applicable State and Federal laws regarding nonpublic information about you.

Information we may collect.

Customer Information. Customer information includes identifying information such as your name, address, telephone number, employer, social security number, income, age, and demographic data about you. It also includes information about your transactions with us such as claims history, premiums, and insurance coverage.

Financial Information. Financial information is information covered by the Fair Credit Reporting Act and information such as your credit history, credit card usage, income, assets, and loan records. It also includes information from consumer reporting agencies, public records, and data collection agencies.

Health Information. Health information includes medical history provided by doctors, hospitals or other health care providers, other insurance companies, and you. Health information will be collected, as authorized by you, or otherwise permitted by law, as we deem appropriate to determine eligibility for coverage, to process claims, and to prevent fraud.

What we do with the information we obtain.

The nonpublic information we may collect as described above may be disclosed, where permitted by law, in order to offer you product and services. Examples of disclosures permitted by law would include disclosures to organizations who provide claims administration, underwriting, audits, investigation or policyholder services. We may use affiliated and nonaffiliated parties to perform these services. Services also include protecting against fraud and companies who maintain software for us. We may also disclose information in response to requests from law enforcement authorities or State insurance authorities.

Independent Sales Agents and Agents in General.

Sales agents who represent us are independent, and your independent sales agent may gather and retain customer information, financial information, and/or health information about you. The use and protection of this information by your independent sales agent is your independent sales agent's responsibility, not the responsibility of *Fortegra Financial Corporation or its affiliated companies*. If you have questions about how your independent sales agent may use or disclose this information, please contact your independent sales agent.

Information regarding Former Customers.

We do not disclose nonpublic personal information about former customers except in accordance with this Privacy Policy.

Changes to our Privacy Policy

We reserve the right to modify, change or supplement this Privacy Policy at any time. If we make material changes to this policy, we will provide our customers with a revised notice that describes our new practices.