LYNDON SOUTHERN INSURANCE COMPANY

[Administrative Office: 10151 Deerwood Park Blvd., Building 100, Suite 330, Jacksonville, FL 32256] [(800) 888-2738]

IMPORTANT NOTICE	AVISO IMPORTANTE
To obtain information or make a complaint:	Para obtener informacion o para someter una queja:
You may contact your Marketing Representative at:	Puede comunicarse con su Representante de Mercadeo al:
[1-800-888-2738]	[1-800-888-2738]
You may call Lyndon Southern Insurance Company's toll-free telephone number for information or to make a complaint at:	Usted puede llamar al numero de telefono gratis de Lyndon Southern Insurance Company para informacion o para someter una queja al:
[1-800-888-2738]	[1-800-888-2738]
You may also write to Lyndon Southern Insurance Company at:	Usted tambien puede escriber a Lyndon Southern Insurance Company at:
[Administrative Office: 10151 Deerwood Park Blvd., Building 100, Suite 330, Jacksonville, FL 32256]	[Administrative Office: 10151 Deerwood Park Blvd., Building 100, Suite 330, Jacksonville, FL 32256]
You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:	Puede comunicarse con el Departamento de Seguros de Taxas para obtener informacion acerca de companies, coberturas, derechos o quejas al:
1-800-252-3439	1-800-252-3439
You may write the Texas Department of Insurance:	Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us	P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us
PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.	DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamente (TDI).
ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.	UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

LL-TX-NOTICE 07/11

LYNDON SOUTHERN INSURANCE COMPANY

Administrative Office: 10151 Deerwood Park Blvd., Building 100, Suite 330
Jacksonville, FL 32256
(800) 888-2738
A Stock Insurance Company

Identity Theft Expense Reimbursement Declaration Page

Policy Number:

Your policy number is the Enrollment ID assigned to you.

Policyholder:

All named accountholders on Community Platinum, Community Relationship and Community Advantage Checking Accounts of First Community Bank.

PLEASE KEEP THIS POLICY IN A SAFE PLACE

TO REPORT A CLAIM UNDER THIS POLICY CALL 888-663-1536

Term of Coverage:

- Policy Term: monthly
- Policy Effective Date: When you first meet the description of a Policyholder, or the effective date of
 the group identity theft detection and recovery services, whichever is later.
- **Policy Expiration Date:** When you no longer meet the definition of a Policyholder, or the group identity theft detection and recovery services have been cancelled, whichever is earlier.

Limits:

- Per Loss: \$25,000
- Lost Wages: \$500 per week, for up to four (4) weeks for Lost Wages.

Coverage Premium: \$0.03308

Stephen R. Wilson

Authorized Representative

Secretary President

W. Dala Bulled

LL-ID-DEC-TX 07/11

LL-ID-DEC-TX 07/11

LYNDON SOUTHERN INSURANCE COMPANY

[Administrative Office: 10151 Deerwood Park Blvd., Building 100, Suite 330 Jacksonville, FL 32256]
[(800) 888-2738]

A Stock Insurance Company

Identity Theft Expense Reimbursement Insurance Policy

A. DEFINITIONS

Throughout this document, You and Your refer to the policyholder indicated on the **Declaration Page**. We, Us, and Our refer to Lyndon Southern Insurance Company. In addition, when in bold certain words and phrases are defined as follows:

Administrator means **SOURCE INTERNATIONAL**, **INC.** You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached byphone at 888-663-1536, mail at ID THEFT, 712B North Pine Avenue, Green Cove Springs, FL, 32043, or email at IDTHEFT@source-intl.com.

Declaration Page means the attached document listing the named insured, benefit(s), and limit.

Identity Theft means the use of Your name, address, Social Security number (SSN), bank or credit card account number, or other identifying information without Your knowledge to commit fraud or other crimes.

Identity Theft Expenses means the following when incurred as a direct result of Identity Theft:

- 1) Legal Expenses: Reasonable and necessary attorney fees or court costs associated with defending any suit brought against You by merchants, financial institutions or other credit grantors, or their collection agencies, or the removal of any criminal or civil judgment wrongly entered against You as a result of **Identity Theft**;
- 2) Lost Wages: Actual U.S. wages or salary You lose as a direct result of time off work taken by You to report or address the effects of **Identity Theft**;
- 3) Miscellaneous: Loan applications fees, long distance telephone costs, mailing and postage costs, and costs of having affidavits or other documents notarized as a result of **Identity Theft**. Costs to purchase up to four (4) credit reports from any of the three major credit bureaus (Experian, Equifax, or TransUnion). The credit reports may be purchased only after the Identity Theft has occurred and for the purpose of correcting inaccuracies that occur as a result of **Identity Theft**.

Policy means this document, which describes the terms, conditions, and exclusions of this coverage. The **Policy** sets forth the entire agreement between You and Us. Representations or promises made by any person that are not contained in this document are not a part of this coverage.

B. COVERAGE AGREEMENT

We will reimburse You for **Identity Theft Expenses** You incur as a result of an **Identity Theft** incident that occurs or was first known to You during the term of coverage.

Coverage is secondary to any other applicable insurance or coverage available to You. This **Policy** is not transferable to another person or entity.

C. LIMITATIONS

Coverage is limited to Your actual **Identity Theft Expenses**, not to exceed the limits indicated on the **Declaration Page**.

There is a limit of one (1) **Identity Theft** incident per twelve (12) month period.

D. EXCLUSIONS

Coverage does not apply to:

- Any Identity Theft Expense not listed in Section A Definitions;
- Any act of theft, deceit, collusion, dishonesty or criminal act by You or any person acting in concert with You, or by any authorized representative of You, whether acting alone or in collusion with You or others;
- Damages or losses arising from the theft or unauthorized or illegal use of Your business name, d/b/a/ or any other method of identifying Your business activity;
- Any lost wages due to sickness or emotional breakdown;
- Damages or losses of any type for which the credit card company, bank, creditor, etc. is legally liable;
- Identity Theft Expenses that were incurred or commenced from a known Identity Theft incident that occurred prior to the Coverage Period;
- Damages or losses of any type resulting from fraudulent charges or withdrawal of cash from a debit or credit card or financial/bank/investment account;
- Any incident involving a loss or potential loss not notified to the relevant police authority within seventy-two
 (72) hours from the date You had knowledge of the loss;
- Fees or costs associated with the use of any investigative agencies or private investigators.

E. WHAT TO DO IF YOU ARE A VICTIM OF IDENTITY THEFT

- Contact NXG Strategies at 615-823-1311 for assistance upon discovery of Your Identity Theft problem.
- Notify the police in Your local jurisdiction within seventy-two (72) hours from the date You had knowledge of the Identity Theft loss. Obtain a copy of the police report.

F. HOW TO FILE A CLAIM

To file a claim, You must contact the **Administrator** by phone within six (6) months of the date of the **Identity Theft**. Otherwise, the claim may be denied.

A claim form will be sent to You. The fully completed claim form must be returned to the **Administrator** at ID THEFT, 712B North Pine Avenue, Green Cove Springs, FL 32043 with:

- 1. Completed and signed claim form;
- 2. Proof that a fraud alert was placed with each major credit bureau (Experian, Equifax, TransUnion, etc.) immediately after discovery of **Identity Theft**;
- 3. Copy of the complaint filed with the Federal Trade Commission (FTC);
- 4. Copy of settlement reached by each party (creditors, collection agency, banks, etc.) involved with Your **Identity Theft** incident;
- 5. Copy of a police report from Your local jurisdiction;
- 6. Copy of all receipts, bills or other records that support the **Identity Theft Expenses** incurred by You;
- 7. Any other documentation that may be reasonably requested to validate a claim.

Notice of Claim: We shall, not later than the fifteenth (15th) day after receipt of such notice of a claim:

- 1. Acknowledge receipt of the claim;
- 2. Commence any investigation of the claim; and
- 3. Request from You all items, statements, and forms that We reasonably believe, at that time, will be required. Additional requests may be made if, during the investigation of the claim such additional information is necessary.

If the acknowledgement of the claim is not made in writing, We will make a record of the date and content of the acknowledgement.

We will notify You in writing of the acceptance or rejection of the claim not later than the fifteenth (15th) business day (which is other than a Saturday, Sunday or holiday) after the date We receive all items, statements and forms required in order to secure final proof of loss. If We reject the claim, We will inform You of the reasons for the rejection. If We are unable to accept or reject the claim within fifteen (15) business days after We receive all items, statements and forms required, We will notify You within such fifteen (15) business days. The notice provided must give the reasons that We need additional time. Not later than the forty fifth (45th) day after the date We notify You of the need for additional time to investigate a claim, We will accept or reject the claim.

Except as otherwise provided, if We delay payment of a claim following its receipt of all items, statements and forms reasonably requested and required for more than sixty (60) days, We will pay, in addition to the amount of the claim eighteen percent (18%) per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.

Payment of Claim: If We notify You that We will pay a claim or part of a claim, We will pay the claim not later than the fifth (5th) business day after the notice has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by You, We will pay the claim not later than the fifth (5th) business day after the date the act is performed.

G. CANCELLATION AND NON-RENEWAL

Coverage can be:

- a. Cancelled by You at any time by sending written notification to the **Administrator**. If You cancel Your coverage, We will refund any unearned premium.
- b. Cancelled by Us or Our designated representative for the following reasons:
 - i. Non payment of premium;
 - ii. Misrepresentation and Fraud (see below);
 - iii. The Department of Insurance determines that the Policy would result in a violation of their law.

If We cancel coverage, We will send You written notification at least ten (10) days in advance of cancellation for non-payment of premium and at least thirty (30) days in advance of cancellation for any other reason.

iv. We will not cancel or refuse to renew coverage based solely on You being elected as an official in Texas.

Non-renewed by Us: We will send You written notification at least thirty (30) days in advance of the expiration of coverage. The Policy may not be non-renewed solely because the policyholder is an elected official.

H. GENERAL PROVISIONS

Conformity of Statue: Any parts of this **Policy** that are in conflict with the state laws where this **Policy** is issued are automatically changed to conform to the minimum requirements of such laws.

Dispute Resolution – Arbitration: If there is an unresolved dispute between You and Lyndon Southern Insurance Company concerning this **Policy**, You and We can enter into binding arbitration. Under this Arbitration provision, You give up your right to resolve any dispute arising from this **Policy** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within two (2) years of the earlier of the date the loss occurred or the dispute arose. You and We will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire". You will pay the expense of the arbitrator You selected and We will pay the expense of the arbitrator We selected. The expense of the umpire will be shared equally by You and Us. Arbitration will take place in Texas unless You and We both mutually agree on an alternate. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **Policy**.

Misrepresentation and Fraud: Coverage for You or Your **Family Member** may be cancelled if, whether before or after a **Loss**, You or Your **Family Member** have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You or Your **Family Member** therein. Coverage may also be cancelled if You or Your **Family Member** commit fraud or false swearing in connection with any of the above.

Legal Actions: No action at law or in equity shall be brought to recover under this **Policy** prior to the expiration of ninety (90) days after proof of **Loss** has been furnished in accordance with the requirements of this coverage.

LL-ID-IND-TX 07/11