

**LYNDON SOUTHERN INSURANCE COMPANY**

Home Office: 1807 North Market Street, Wilmington, DE 19802

Administrative Office: 10151 Deerwood Park Blvd. Bldg. 100, Suite 500 - Jacksonville, FL 32256

**INVOLUNTARY UNEMPLOYMENT APPLICATION**

|                                 |   |                                  |
|---------------------------------|---|----------------------------------|
| LOAN NUMBER <b>2343434</b>      | MASTER POLICY NUMBER <b>45435454</b>        | ACCOUNT/BRANCH NUMBER            |
| MASTER POLICY HOLDER (CREDITOR) | EFFECTIVE DATE OF COVERAGE                  |                                  |
|                                 | EXPIRATION DATE OF COVERAGE                 |                                  |
|                                 | MONTHLY BENEFIT                             | \$                               |
|                                 | TERM OF COVERAGE                            | Mos.                             |
| CERTIFICATE HOLDER (DEBTOR)     | MONTHLY BENEFIT x TERM                      | \$                               |
|                                 | PREMIUM FACTOR                              |                                  |
|                                 | TOTAL PREMIUM                               | \$                               |
|                                 | <b>MAXIMUM MONTHLY BENEFIT</b><br>\$1000.00 | <b>MAXIMUM TERM</b><br>60 MONTHS |

**NOTICE: THE BENEFITS PROVIDED BY THIS COVERAGE ARE LIMITED.**

**THE INSURANCE BENEFITS MAY NOT BE SUFFICIENT TO PAY OFF YOUR DEBT. IF THE EXPIRATION DATE SHOWN IN THE SCHEDULE IS PRIOR TO THE ORIGINAL DEBT MATURITY DATE SHOWN IN THE SCHEDULE, THEN INSURANCE IS NOT PROVIDED FOR THE FULL TERM OF THE DEBT.**

**STATEMENT OF DEBTOR**

1. I, the debtor shown above, request to enroll under Lyndon Southern Insurance Company's involuntary unemployment insurance group policy based on the information shown above.
2. I am working for salary or wages (employment income) at least 30 hours a week and I have done so for at least 12 consecutive months immediately prior to the effective date shown above. Employment interrupted during this 12 consecutive month period by lockout, general strike, or unionized labor dispute will not eliminate me from eligibility.
3. I have not received verbal or written notice before the effective date shown above, of my impending termination of employment.
4. I am not self-employed, a season worker, an independent contractor or full-time military personnel.
5. I understand that the maximum number of monthly indemnity payments after the first 60 days of insurance is as follows:

| Term of Insurance | Maximum Number of Monthly Indemnity Payments |
|-------------------|--|
| 0-15 Months       | 5 Monthly Benefits                           |
| 16-21 Months      | 7 Monthly Benefits                           |
| 22-27 Months      | 9 Monthly Benefits                           |
| 28-33 Months      | 11 Monthly Benefits                          |
| 34-39 Months      | 13 Monthly Benefits                          |
| 40-45 Months      | 15 Monthly Benefits                          |
| 46-51 Months      | 17 Monthly Benefits                          |
| 52-57 Months      | 19 Monthly Benefits                          |
| 58-60 Months      | 20 Monthly Benefits                          |

If involuntary unemployment occurs during the first 60 days of insurance, the maximum number of monthly indemnities payable under the Certificate will be  $\frac{1}{2}$  of the maximum number of monthly indemnity payments shown in the table above. When the maximum number of monthly indemnity payments have been paid, the insurance will stop. In no event will monthly indemnity payments be paid after the expiration date.

6. The Creditor is authorized to deduct the premium shown above from the proceeds of my debt and pay it to us.
7. **The purchase of this insurance is completely voluntary and has not been made a condition of the debt.**
8. **30-Day Right to Examine Certificate:** Within the first 30 days after I receive my certificate, I may cancel it for any reason by returning it to the creditor at the address shown above. Upon cancellation, my full premium will be refunded to me or credited to my account at the option of the Creditor.

I want involuntary unemployment insurance.

I do not want/qualify for involuntary unemployment insurance

\_\_\_\_\_  
Signature of Debtor\_\_\_\_\_  
Signature of Debtor

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**INVOLUNTARY UNEMPLOYMENT CERTIFICATE OF INSURANCE**

|                                 |  |   |
|---------------------------------|--|---|
| LOAN NUMBER <b>2343434</b>      | MASTER POLICY NUMBER <b>45435454</b>               | ACCOUNT/BRANCH NUMBER                   |
| MASTER POLICY HOLDER (CREDITOR) | EFFECTIVE DATE OF COVERAGE                         |   |
|                                 | EXPIRATION DATE OF COVERAGE                        |   |
|                                 | MONTHLY BENEFIT                                    | \$                                      |
|                                 | TERM OF COVERAGE                                   | Mos.                                    |
| CERTIFICATE HOLDER (DEBTOR)     | MONTHLY BENEFIT x TERM                             | \$                                      |
|                                 | PREMIUM FACTOR                                     |   |
|                                 | TOTAL PREMIUM                                      | \$                                      |
|                                 | <b>MAXIMUM MONTHLY BENEFIT</b><br><b>\$1000.00</b> | <b>MAXIMUM TERM</b><br><b>60 MONTHS</b> |

**NOTICE: THE BENEFITS PROVIDED BY THIS COVERAGE ARE LIMITED.**

**THE INSURANCE BENEFITS MAY NOT BE SUFFICIENT TO PAY OFF YOUR DEBT. IF THE EXPIRATION DATE SHOWN IN THE SCHEDULE IS PRIOR TO THE ORIGINAL DEBT MATURITY DATE SHOWN IN THE SCHEDULE, THEN INSURANCE IS NOT PROVIDED FOR THE FULL TERM OF THE DEBT.**

In this Certificate, the words "we," "us" and "our" refer to Lyndon Southern Insurance Company. The words "you" and "your" refer to the named Debtor.

In return for the premium, reliant on your statements, and subject to the terms of the agreement, we agree with you and the Creditor as follows:

**INSURING AGREEMENTS****I. What do we cover?**

- A. We will pay the Creditor your Monthly Benefit subject to the terms described herein.
- B. You must become unemployed due to:
  - 1. Individual or Mass Layoff - an ending of employment at the will of the employer.
  - 2. General Strike - a strike against all the employers in an industry or territory: A work stoppage as a means to force employers to concede to some demand.
  - 3. Termination by Employer - a complete severance of the employer and employee relationship by the employer.
  - 4. Unionized Labor Dispute - a trade or labor union work stoppage for concessions from the employer which involves more than one person.
  - 5. Lockout - the temporary closing of a place of business or firing of employees to discourage union activities or win concessions by the employer.

**II. What are the Limits of Liability?**

- A. The Monthly Benefit payable shall not exceed the Maximum Monthly Benefit shown on this Certificate.
- B. Benefits for each term of coverage may not exceed the table below.

| Term of Insurance | Maximum Number of Monthly Indemnity Payments |
|-------------------|--|
| 0-15 Months       | 5 Monthly Benefits                           |
| 16-21 Months      | 7 Monthly Benefits                           |
| 22-27 Months      | 9 Monthly Benefits                           |
| 28-33 Months      | 11 Monthly Benefits                          |
| 34-39 Months      | 13 Monthly Benefits                          |
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| 46-51 Months      | 17 Monthly Benefits                          |
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| 58-60 Months      | 20 Monthly Benefits                          |

If involuntary unemployment occurs during the first 60 days of insurance, the maximum number of monthly indemnities payable under this Certificate will be  $\frac{1}{2}$  of the maximum number of monthly indemnity payments shown in the table above. When the maximum number of monthly indemnity payments have been paid, insurance will stop. In no event will monthly indemnity payments be paid after the expiration date.

- C. The number of benefits may not exceed the remaining unpaid loan payments at the time of loss.
- D. Eligibility for benefits will begin on the 30th day of involuntary unemployment. We will pay retroactively starting with the first day. We will pay  $\frac{1}{30}$ th of the Monthly Benefit for each day of the unemployment period, if the period of unemployment for which the benefits are to be paid is less than 30 days.

- E. A maximum of day (1) payment benefit shall be payable when the involuntary loss of employment occurs during the first thirty (30) days of the Certificate Holder's term of coverage. Payment made under this provision shall terminate the Certificate of Insurance as of the last scheduled installment due date for which the benefit was paid. In such case, we or our authorized representative will refund to you the entire premium charged less payment benefit made.

**III. Who is eligible for this insurance?**

- A. Only one Debtor should be named in this Certificate.  
B. You must be working for pay at least 30 hours a week. You must have done so for at least 12 consecutive months on the Effective Date of the Certificate. Employment interruption for less than 30 consecutive days shall not be used to eliminate you from eligibility.  
C. You must have a legally enforceable loan agreement with the Creditor.  
D. You must be actively employed for 365 days prior to the effective date for wages or profits:  
(1) in a non-seasonal occupation, and  
(2) for the same employer.

**IV. When are you eligible for Benefits?**

- A. You have been involuntarily unemployed for 30 consecutive days for any reason described in this section - "What do we cover?"  
B. You have qualified for State Unemployment Benefits and registered for work with a State Employment Office or employment agency if loss occurred by layoff or employer termination. Benefits are payable no earlier than 15 days after registration. You must remain registered during the claim period.  
C. You have provided proof of loss if unemployment was the result of a GENERAL STRIKE, UNIONIZED LABOR DISPUTE, or LOCKOUT from sources as determined by the Company at the time of loss; and  
D. You remained unemployed and have not received compensation for work performed during any 31- day period for which benefits may be payable.

**EXCLUSIONS**

**I. What is not covered?**

- A. Loans or sales contracts with irregular monthly payments  
B. Voluntary ending of employment income.  
C. Quitting  
D. Retirement  
E. Loss of employment due to disability caused by accident, sickness, disease, or pregnancy.  
F. Loss of employment due to firing as a result of willful or criminal misconduct.  
G. Seasonal employment  
H. The Debtor, if he becomes aware, either orally or in writing, of pending unemployment within 90 days prior to the effective date of this Certificate.  
I. Self-employed persons or independent contractors.  
J. A controlling stockholder or the employer or any of the dependents of the controlling stockholder. (Controlling stockholder is defined as owning 10% or more of the outstanding voting stock of the employer, unless otherwise determined.)  
K. Loss of income due to:  
1. war, declared or undeclared, civil commotion, riot, insurrection, rebellion or revolution: or  
2. nuclear occurrence.

**CONDITIONS**

- I. Other Insurance:** The insurance under this Certificate is primary insurance.  
**II. Payments of Loss:** Payments shall be made directly to the Creditor for your account.  
**III. False Statements:** Any false statements made by you concerning this insurance shall void any coverage. In that case, we will refund to you the entire premium less any payments made.  
**IV. Conformity with State Statutes:** Terms in conflict, on the Effective Date of coverage, with state statutes where the Certificate is issued are amended to conform with such statutes.  
**V. Payment of Premium:** The total premium is due on the Effective Date.  
**VI. Termination Provision:** The coverage ends on the date your debt is cancelled or on the Expiration Date of this Certificate. Return premiums, if any, will be computed in accordance with the Pro Rata method.  
**VII. Cancellation of Certificate of Insurance:**  
1. **By you:** This Certificate may be cancelled by you by prior written notice to the Creditor or us stating when such cancellation will become effective.  
2. **By Us:** We may cancel this Certificate by delivering or mailing you advance written notice of cancellation to the address shown in the Schedule. The notice shall state the effective date of cancellation and reason. During the first 60 days this Certificate is in effect, we may cancel for any reason by giving you 60 days (10 days for nonpayment of premium) advance notice. After this Certificate has been in effect for 60 days, we may only cancel for the following reasons by giving you 30 days (10 days for nonpayment of premium) advance notice:

- a. nonpayment of premium; or
- b. fraud or material misrepresentation in the presentation of a claim;
- c. increase in hazard, including failure to comply with loss control recommendations;
- d. increase in risk;
- e. continuation would endanger the solvency of the Company;
- f. breach of the Certificate terms by the Debtor; or
- g. other reasons approved by the commissioner of insurance.

- VIII. Refund:** Any unearned premium will be: 1.) computed on a Pro Rata Basis and 2.) paid to you within 30 days following the cancellation. No refund or credit less than \$1.00 will be made. Refund calculations for a portion of a debt month are: 1 - 15 days = the portion of the premium for that month will be considered unearned; 16 days or more = the portion of the premium for that month will be considered fully earned.
- IX. Non-Renewal:** The Company may decide not to renew the Certificate if it delivers or mails to the Insured at the address shown on the Certificate written notice it will not renew the Certificate. Such notice of nonrenewal shall be mailed or delivered at least 60 days before the expiration date. If the notice is mailed less than 60 days before expiration, coverage shall remain in effect under the same terms and conditions until 60 days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. For purposes of this Section, the transfer of a Certificate holder between companies within the same insurance group shall not be a refusal to renew.
- X. Assignment:** The interest of the Creditor and/or you in the Master Policy and/or this Certificate of Insurance is not assignable unless written consent is obtained from us. If there exist such an assignment or transfer of interest without our consent, any liability under the Master Policy and/or this Certificate issued thereunder shall immediately cease.
- XI. Suit Against Us:** All suits or other actions must be filed within one year after you discover the occurrence causing the claim. If, however, the state in which you purchased your Certificate has a different limitation, any action must be started within the shortest allowed time period within the state.

In Witness Whereof, Lyndon Southern Insurance Company has caused this Certificate to be executed and attested.



Authorized Officer



Authorized Officer

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**CANCELLATION OF ABOVE CERTIFICATE**

I, the named Insured in the Certificate described above certify that I am unable to surrender and deliver said Certificate to the above Company and I agree to indemnify and protect the Lyndon Southern Insurance Company against any claim of loss that may be asserted against said Company and accept receipt by any person or persons and that I further request cancellation of said Certificate and accept receipt of the unearned portion of the premium calculated thereon; and I further agree and understand that this Certificate shall terminate and benefits thereon cease to exist at 12:00 noon, Standard Time, at my address on the date shown below.

Date of Cancellation \_\_\_\_\_ Involuntary Unemployment Insurance Refund \$ \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Signature of Insured \_\_\_\_\_