

LYNDON SOUTHERN INSURANCE COMPANY
Domiciled in Wilmington, Delaware
Administrative Office: 10151 Deerwood Park Blvd., Bldg. 100, Suite 500
Jacksonville, FL 32256 (800) 888-2738

DECLARATIONS

POLICY NUMBER: SPECIMEN

Insured: SPECIMEN

Address:

City:

State:

Zip:

Item 1. Named Insured

SPECIMEN.

Item 2. Named Insured's Address:

SPECIMEN

Item 3. Coverage and Limits of Liability

COVERAGE

LIMITS OF LIABILITY

A. PERSONAL INJURY, BODILY INJURY & PROPERTY DAMAGE COMBINED PER OCCURRENCE LIMIT	\$
B. CIVIL LIABILITY DEFENSE COSTS LIMIT	\$
C. POLICY AGGREGATE LIMIT OF LIABILITY (EXCLUDES CRIMINAL PROCEEDINGS DEFENSE REIMBURSEMENT.)	\$
D. CRIMINAL PROCEEDINGS DEFENSE REIMBURSEMENT LIMIT	\$

Item 4. Policy Period: to

Continuous Period from 12:00 a.m. standard time at the address of the insured stated above Until Terminated

Item 5. Total Premium: \$

Item 6. Company

LYNDON SOUTHERN INSURANCE COMPANY

Item 7. Notification of Claim or Suits to:

FORTEGRA FINANCIAL
10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 330
JACKSONVILLE, FL 32256
ATTN: CLAIMS
TOLL FREE: 800-888-2738-EXT 8303

Item 8. Endorsements Effective at Inception: SEE SCHEDULE OF POLICY FORMS

This Policy is subject to the laws of the jurisdiction that it is issued in.

The coverage afforded to the Insured is only with respect to this Policy as indicated herein. The limit of the Company's liability shall be as stated in this Policy.

The provisions in the following pages hereof form a part of this Policy are fully incorporated herein over the signatures appearing below.

In WITNESS WHEREOF, LYNDON SOUTHERN INSURANCE COMPANY has caused this Policy to be executed at its Administrative Office in Jacksonville, Florida on the Effective Date of this Policy.

Signed at Our Administrative Office.



Secretary



President

Forms Schedule

Form	Rev	Description
PFL01	03 19	Declarations
PFL 02	03 19	Outdoor And Firearm Personal Liability Insurance Policy Form
PFL 03	03 19	Outdoor And Firearm Personal Liability Insurance Policy Additional Policy Conditions

OUTDOOR AND FIREARM PERSONAL LIABILITY INSURANCE POLICY FORM

The **Insurer** having issued this Policy to the **Named Insured** hereby certifies that the person listed in the Declarations attached and made part hereof the **Named Insured**, and as named in the application for coverage under the Policy, is insured under the Policy subject to all the terms, exclusions, conditions and provisions of the Policy and any amendments thereto.

The benefits described herein and the limits of liability as shown on the attached Declarations shall be payable subject to the maximum benefits, exclusions, conditions, provisions, limitations and other terms of this Policy. This Policy alone constitutes the only agreement under which payments are made.

The following coverage details are those shown in the Policy as applicable to the Personal Firearms Liability insurance afforded to the **Named Insured**.

The term **Insurer**, as used herein, shall refer to the **Insurer** providing this insurance as provided in Item 6. of the Declarations.

I. INSURING AGREEMENTS

A. Personal Injury, Bodily Injury and Property Damage Liability Coverage

1. Subject to the Limits of Liability set forth in the declarations the **Insurer** will pay on behalf of the **Named Insured** all sums which the **Named Insured** shall become legally obligated to pay for **personal injury, bodily injury or property damage** resulting from claims caused by an **occurrence** taking place during the **policy period** and in the **policy territory** but only if:

The **Named Insured** is:

- a. hunting, trapping or engaging in recreational shooting on public or private land;
- b. Shooting at competitions or for recreation at hunt clubs, gun clubs or supervised commercial or private **ranges**
- c. Shooting other than as listed in a. or b. where such shooting is an **accidental discharge**, and not prohibited or restricted by any local, state, federal, or provincial law; or
- d. Using a **legally possessed firearm** by the **Named Insured** while engaged in an **act of self-defense**; or if

The **Named Insured's legally possessed firearm** is no longer in the possession of the **Named Insured** due to it being:

- e. lost or stolen; or,
 - f. loaned to, or borrowed by; any individual who is not prohibited by law from possessing a firearm in the jurisdiction where the **occurrence** takes place.
2. With respect to any **occurrence** covered under this section, the **Insurer** shall defend any covered claim, even if such suit is groundless, false or fraudulent; but the **Insurer** shall have the right to make such investigation and negotiate and settle any claim or suit as may be deemed expedient by the **Insurer**, but:

- a. The **Insurer** will have no duty to defend the insured against any **suit** seeking damages for **personal injury, bodily injury or property damage** to which this insurance does not apply; and
 - b. The **Insurer** will have no duty to defend the insured in any **criminal proceeding**; and
 - c. The amount the **Insurer** will pay for **damages** is limited as described in Section II – Limits of Liability.
 - d. Our right and duty to defend ends when the **Insurer** has used up the Policy Aggregate Limit of Liability in the payment of judgments or settlements.
 - e. Except as provided under I. C. below, the **Insurer** has no duty to defend, obligation to pay, or provide for the defense of the **Named Insured** or **resident family member** for any criminal proceedings.
- B. Civil Liability Defense Costs Coverage
- 1. With respect to any **occurrence** covered under this policy, subject to the Civil Liability Defense Costs Limits of Liability, the **Insurer** agrees to pay:
 - a. Defense costs
 - b. All premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds.
 - c. All costs taxed against the **Named Insured** or **resident family member** in any such suit.
 - d. Prejudgment interest awarded against the **Named Insured** or **resident family member** on that portion of a judgment the Insured is obligated to pay.
 - e. Expert Witness, Private Investigator, or Consultant fees
 - f. All reasonable expenses incurred by the **Named Insured** or **resident family member** incurred at the **Insurer's** request in assisting The **Insurer** in the investigation or defense of any claim or suit.
 - 2. The **Insurer's** payment of Civil Liability Defense Costs in a. through f. above, are within the Civil Liability Defense Costs Limit of Liability shown on the Declarations and not in addition to the Policy Aggregate Limit of Liability.
- C. Criminal Proceedings Reimbursement
- 1. Subject to the Limit of Liability for **Criminal Proceedings Reimbursement** stated in the Declarations and described in Section II. Limit of Liability, the **Insurer** will provide **Criminal Proceedings Reimbursement** for all reasonable and necessary defense costs and defense expenses, subject to applicable local, state or federal laws regulating such payments, incurred solely in connection with the use of a **legally possessed firearm** by the **Named Insured** or **resident family member** while engaged in an **act of self-defense**.
 - 2. Reimbursement of these defense expenses is only available upon:
 - a. formal dismissal of the criminal charge or indictment; or
 - b. a formal acquittal due to an **act of self-defense** of the criminal charge or indictment; or
 - c. a formal declaration from the investigating law enforcement office that criminal charges will not be pursued for a reasonable use of force in an **act of self-defense**; or
 - d. a formal declaration from the prosecuting attorney(s) that he or she does not intend to prosecute, (often referred to as nolle prose qui), would apply as if all charges were acquitted; and
 - e. receipt of a signed, sworn proof of loss statement containing the requisite information to provide **Criminal Proceedings Reimbursement** including receipts for all covered costs and expenses. This must be provided within 90 days such acquittal or dismissal of criminal charges.

3. The **Insurer's** obligation to reimburse the defense expenses of the **Named Insured** or **resident family member** for any and all criminal charges arising out an **act of self-defense**; shall terminate upon the earliest of any of the following:
 - a. The **Named Insured** or the **resident family member** pleads guilty; or
 - b. The **Named Insured** or the **resident family member's** conviction of any criminal charge emanating from the **Named Insured's** or the **resident family member's** use of a **firearm**.

II. LIMITS OF LIABILITY

The limits of The **Insurers'** liability shall be as stated in the Declarations and described below subject to the terms, limitations, exclusions and conditions of this policy.

- A. The PERSONAL INJURY, BODILY INJURY & PROPERTY DAMAGE COMBINED PER OCCURRENCE limit of liability stated in the Declarations shall be the maximum aggregate limit of the **Insurer's** liability for all **damages** arising out of any one **occurrence**.
- B. The CIVIL LIABILITY DEFENSE COSTS LIMIT OF LIABILITY shall be as shown in the Declarations.
- C. The POLICY AGGREGATE LIMIT OF LIABILITY shall be the maximum aggregate limit of the **Insurer's** liability regardless of the number of insureds, claims made, claimants, **occurrences**, or **acts of self-defense**.
- D. The CRIMINAL PROCEEDINGS DEFENSE REIMBURSEMENT LIMIT shall be the maximum aggregate limit of the **Insurer's** liability for reimbursement of criminal proceedings defense expenses. regardless of the number of criminal proceedings, **insureds**, claims made, claimants, or **acts of self-defense**. The CRIMINAL PROCEEDINGS DEFENSE REIMBURSEMENT LIMIT is in addition to and not a part of the POLICY AGGREGATE LIMIT OF LIABILITY.
- E. The above-referenced limits are available for each 12-month annual period, or the applicable portion thereof, that is within the Policy Period. Limits are not stackable for **Criminal Proceedings** that extend across multiple annual periods.

III. POLICY PERIOD

The period set forth in Item 4. Of the Declarations issued to the **Named Insured**, subject to any applicable cancellation thereof.

IV. EXCLUSIONS

This insurance shall not apply to:

- A. **personal injury, bodily injury or property damage** caused in any manner by a person, including members, residents and occupants of the **Named Insured's** household, other than the **Named Insured** or **resident family member**.
- B. claims for **personal injury, bodily injury or property damage** made against a **Named Insured** by
 1. any other **Insured**; or
 2. any member, resident or occupant of the **Named Insured's** household.
- C. **bodily injury** to an employee of a **Named Insured** arising out of and in the course of his/her employment by the **Named Insured**, including any obligation to indemnify another in whole or in part for such **bodily injury**.
- D. any obligation for which the **Named Insured** or any **Insurer** as her or his **Insurer** may be held liable under any Workers' Compensation, unemployment compensation, or disability benefits law or any similar law.
- E. any claim or liability arising out of the **Named Insured's** employment, occupation, profession, trade or work.

- F. the rendering of or failing to render any professional service.
- G. any and all vicarious liability of a **Named Insured**.
- H. liability assumed by the **Named Insured** under any contract or agreement.
- I. **personal injury, bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - 1. any **aircraft**; or
 - 2. any **automobile**; or
 - 3. any **watercraft**.
- J. **personal injury, bodily injury or property damage** arising directly or indirectly from a loaded **firearm** being transported in an **automobile, watercraft or aircraft**.
- K. **property damage** to:
 - 1. property owned by or occupied by or rented to the **Named Insured**; or
 - 2. property used by the **Named Insured**; or
 - 3. property in the care, custody or control of the **Named Insured** or as to property over which the **Named Insured** is for any purpose exercising physical control.
- L. **personal injury, bodily injury or property damage** caused directly or indirectly by the explosion or rupture of cartridges or shotgun shells which have been manufactured, produced, assembled, loaded or reloaded by the **Named Insured**.
- M. **personal injury, bodily injury or property damage** intentionally caused by or at the direction of the **Named Insured** except this exclusion shall not apply to an **act of self-defense**
- N. **personal injury, bodily injury or property damage** arising from loading or unloading a **firearm** except while engaged in hunting, trapping or shooting at competitions or for recreation at hunt clubs, gun clubs or **ranges**.
- O. any claim arising out of a criminal act as defined by applicable local, state, federal, or provincial laws by a **Named Insured** except this exclusion shall not apply to an **act of self-defense**.
- P. any claim caused by a **Named Insured** while under the influence of alcohol, intoxicants, narcotics or any other mind-altering substance, as defined by applicable local, state, federal, or provincial laws.
- Q. any payment in the nature of fines, judicial sanctions, penalties, punitive and/or exemplary damages or multiples of compensatory damages.
- R. any claim arising from lead, any product containing lead, lead poisoning or any related disease, lead contamination of ground or water, or inhalation or ingestion of lead. This exclusion includes any request, demand or liability to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize lead, whether or not any of the foregoing are or should be performed by the **Named Insured** or by others.
- S. pollution, and
 - 1. any claim relating to the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants** however caused or whenever or wherever happening; or
 - 2. any request, demand or liability to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**, whether or not any of the foregoing are or should be performed by the **Named Insured** or by others.
- T. any liability of the **Named Insured** directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- U. **occurrences** described in the attached Nuclear Incident Exclusion Clause—Liability—Direct (Broad) or in the attached Radioactive Contamination Exclusion Clause Liability—Direct.
- V. any loss, damage, cost, or expense of any nature directly or indirectly cause by, resulting from, or in connection with, the actual or threatened malicious use of pathogenic or poisonous **biological materials** or **chemical materials** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- W. **personal injury, bodily injury or property damage** arising from a paint ball or simulated munitions competition.
- X. any claim caused by **Named insured** while trespassing on another's property.
- Y. mental anguish, mental injury, shock or fright.
- Z. Any **personal injury, bodily injury or property damage** occurring outside of the **Policy Territory**.

V. DEFINITIONS

- A. **Accidental Discharge** means the firing of a firearm, air gun, or bow and arrow, at a time when the **insured** does not intend to fire
- B. **Act of self-defense** means a reasonable use of force or a threatened use force to defend one's person, other persons, or one's property with a **legally possessed firearm** as may be authorized by any applicable local, state, federal, or provincial laws of the state or jurisdiction within which the **personal injury, bodily injury or property damage** occurs. **Act of self-defense** includes the reasonable use of force or threatened use of force with a **legally possessed firearm** rendering of emergency assistance solely at the request of a uniformed law enforcement officer.
- C. **Aircraft** means any heavier than air or lighter than air aircraft designed to transport persons or property.
- D. **Annual Period** means a twelve (12) month period that begins with the coverage inception date for a **Named Insured** and continues for each twelve (12) month period thereafter.
- E. **Automobile** means any land vehicle, trailer or semi-trailer designed for travel (including any machinery or apparatus attached thereto).
- F. **Biological Materials** means bacteria, viruses, prions, or fungi which may cause infection, allergy, toxicity or other-wise create a hazard to human health. Fungi include mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
- G. **Bodily injury** means bodily injury, sickness or disease sustained by a person which occurs during the policy period, including death at any time resulting therefrom.
- H. **Chemical Materials** means solid, liquid, or gaseous substances that produce an effect on a living organism by acting on the body tissue, or in an environment by interacting with air, water, and/or soil.
- I. **Criminal Proceedings Reimbursement** means all reasonable and necessary fees, costs and expenses incurred by the insured in the investigation of, or as a result of a criminal proceeding for an act of self-defense against the **Named Insured** or the **resident family member**, including but not limited to:
 1. Attorney consultation fees, retainer, and fees for attorney to accompany the **Named Insured** or the **resident family member** to all meetings and interviews with authorities;
 2. Bail Expenses
 3. Expert witness, private investigator, or consultant fees
 4. Actual loss of earnings up to \$250 per day.
- J. **Damages** means the total sum which the **Named Insured** becomes legally obligated to pay as damages, whether by reason of adjudication or settlement, because of **personal injury, bodily injury or property damage** covered by this policy but not covered by any other valid and collectible insurance; and shall not include expenses incurred by The **Insurer** in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages.
- K. **Defense Costs** means reasonable and necessary fees, costs and expenses, consented to by the **Insurer** and incurred by the **Named Insureds** in the investigation, adjustment, defense or appeal of any covered Claim, and includes premium for appeal bonds, attachment bonds or similar bonds arising out of a covered judgment. The **Insurer** has no obligation to provide such bonds.
- L. **Firearm** means a weapon, other than a fully automatic weapon, from which a projectile is discharged by gunpowder or by pressure of compressed air.

- M. **Legally possessed firearm** means a **firearm** possessed by the **Named Insured** in accordance with any applicable local, state, federal, or provincial laws of the state or jurisdiction within which the **personal injury, bodily injury** or **property damage** occurs.
- N. **Named Insured** means:
1. the **Named Insured**; or
 2. the legally recognized spouse of the **Named Insured** or
 3. a **resident family member** but only for a **resident family member** engaging in an **act of self-defense** occurring at the **residence premises**
- O. **Occurrence** means an accident, including continuous or repeated exposure to conditions which results in **personal injury, bodily injury** and /or **property damage** neither expected nor intended from the standpoint of the **insured**. All **personal injury, bodily injury** and/or **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**. For purposes of this coverage, an **act of self-defense** is also considered an **occurrence**.
- P. Personal Injury means one or more of the following:
1. false arrest, detention or imprisonment;
 2. malicious prosecution;
 3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, or landlord or lessor.
- Q. **Policy territory** means the United States of America, its territories and possessions, US Virgin Islands, Puerto Rico, and Canada.
- R. **Pollutants** means any electromagnetic transmission or fields, or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalies, chemicals and wastes, including medical waste. Waste also includes materials to be recycled, reconditioned or reclaimed.
- S. **Property damage** means physical injury to or destruction of tangible property during the policy period, including loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
- T. **Ranges** means permanently established shooting ranges.
- U. **Resident family member** means residents of the **Named Insured's** household who are:
1. Relatives of the **Named Insured**; or
 2. Other persons under the age of 21 and in the care of the **Named Insured** or the care of a **resident family member**.
- V. **Residence premises** means the one family dwelling or unit which is or will be the permanent or principal residence of the **Named Insured** for the majority of the year.
- W. **Watercraft** means any boat, craft, float, raft, ship or vessel designed to transport persons or property on or under water.

VI. CONDITIONS

A. NOTICE OF OCCURRENCE, AND/OR CLAIM

Whether it appears that an **occurrence** or **act of self-defense** is likely to involve this policy, the **Named Insured** shall send written notice thereof to the entity named in Item 7 of Declarations. Such notice shall contain particulars sufficient to identify the **Named Insured** and also reasonably obtainable information

respecting the time, place and circumstances of the **occurrence** or **act of self-defense**, the names and addresses of the injured and, if available, witnesses.

The **Named Insured** shall give immediate notice of any claim made on account of such **occurrence** or **act of self-defense** to the entity named in Item 7 of Declarations. If legal proceedings are begun, the **Named Insured** shall forward to the **Insurer** or their representatives each paper thereon, or a copy thereof, received by the **Named Insured** or the **Named Insured's** representatives, together with copies of reports of investigation made by the **Named Insured** with respect to such legal proceedings.

B. OTHER INSURANCE.

The **Insurer** shall be liable only for the **damages** in excess of the amount payable under any other valid and collectible insurance. With respect to an **occurrence** covered under this policy, but not covered under any other valid and collectible insurance, The **Insurer** shall be liable as if this policy is primary insurance, subject to the terms, limitations, exclusions and conditions of this policy.

C. APPEALS

In the event the **Named Insured** or the **Named Insured's** other **Insurers** elect not to appeal a judgment in excess of the other valid and collectible insurance limits, The **Insurer** may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of The **Insurer** for **damages** exceed the applicable Limits of Liability set forth in the Declarations issued to the respective **Named Insured** for any one **occurrence** and in addition the cost and expense of such appeal.

D. SUBROGATION & RIGHT OF RECOVERY

The **Named Insured's** right of recovery against any person or other entity cannot be exclusively subrogated to The **Insurer**. It is, therefore, understood and agreed that in case of any payment hereunder, The **Insurer** will act in concert with all other concerned interests (including the **Named Insured**), in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the **Named Insured**) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; The **Insurer** are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the **Named Insured**) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the concerned interests (including the **Named Insured**), in the ratio of their respective recoveries as finally settled.

E. ASSIGNMENT

Assignment of interest under this policy shall not bind The **Insurer** until its consent is endorsed thereon.

F. IMPUTATION

The acts of one **Named Insured** under this policy shall not be imputed to any other **Named Insured** under this policy.

G. CANCELLATION OF INSURANCE

1. This policy may be canceled by the **Named Insured** by surrender to The **Insurer** or any of its authorized agents, or by mailing to the **Insurer** or any of its authorized agents, written notice stating when thereafter such cancellation shall be effective. If the Insured cancels, the collected premium shall be deemed to be fully earned.

2. This policy may be canceled by The **Insurer** by mailing to the **Named Insured** at the address shown in the policy, written notice stating when, but not less than sixty (60) days thereafter, but ten (10) days (or such longer period as may be required by state law) for non-payment of premium, such cancellation shall be effective. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by The **Insurer** shall be equivalent to mailing. If the **Insurer** cancels, earned premiums shall be computed pro rata. Payment or tender of any unearned premium by The **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. The check of The **Insurer** or its representatives mailed or delivered shall be sufficient tender of any refund due the **Named Insured**.

H. TWO OR MORE FORMS OR POLICIES ISSUED BY US

If this Coverage Form and any other policy of insurance issued by us or our affiliates to the **Named Insured** listed in the Notice of Insurance or Declarations apply to the same **occurrence**, then the maximum applicable Aggregate Limit of Insurance applicable to such **occurrence** shall not exceed the highest applicable Aggregate Limit of Insurance available under any one such policy in-force at the time of such **occurrence**. Under no circumstances shall this policy pay benefits to a **Named Insured** in his or her capacity as such if such individual also has sought benefits in their capacity as a **Named Insured** under another equivalent policy issued by us or our affiliates.

This condition does not apply to any Coverage Form or policy issued by us or an affiliated **Insurer** specifically to apply as excess insurance over this Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OUTDOOR AND FIREARM
PERSONAL LIABILITY INSURANCE POLICY**

ADDITIONAL POLICY CONDITIONS

The following conditions are added to the Outdoor and Firearm Personal Liability Insurance Policy:

A. Liberalization Clause

If we make a change which broadens coverage under this edition of our Policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this Policy; or
2. An amendatory endorsement.

B. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this Policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

C. Assignment

Assignment of this Policy will not be valid unless we give our written consent.

D. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the Policy at the time of death;
2. "individual insured" includes:
 - a. An "individual insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

E. The Cancellation of Insurance Condition is deleted and replaced by the following:

E. Cancellation

1. You may cancel this Policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this Policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

(1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Policy; or

(2) If the risk has changed substantially since the Policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

d. When this Policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

3. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

F. Nonrenewal

We may elect not to renew this Policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.