



**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

CANCELLATION AND NON-RENEWAL ENDORSEMENT

STATE OF NEW YORK

It is hereby agreed that Common Policy Conditions number XIII Non-Renewal/Cancellation are deleted in their entirety and replaced with the following:

Cancellation and Non-Renewal

1. Cancellation by the **named insured**

The **named insured** has the right to cancel this Policy at any time by giving notice to us stating when thereafter the cancellation shall be effective. If the Policy is so canceled, earned premium shall be computed pro rata.

2. Cancellation by us

We have the right to cancel this Policy at any time and for any reason within the first sixty (60) days. We must mail notice of cancellation at least twenty (20) days prior to the effective date of such cancellation.

After this Policy has been in effect for sixty (60) days or more, or if this is a renewal policy, it may be canceled only for one of the following reasons:

- a. Nonpayment of premium;
- b. Any material misrepresentation or non-disclosure of any material fact made by **you** or with the knowledge of **you** or **your** representatives in obtaining the policy, or in presenting a **claim** made under the policy;
- c. Any fraud relating to the obtaining of this policy or to a **claim** made under this policy;
- d. Discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
- e. A material increase in the hazard insured against:
 - i. which could have been reasonably contemplated at the inception of the contract; or
 - ii. having as one of its necessary elements the conviction of a crime;
- f. Material physical change in the property insured which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed;
- g. Determination by the Superintendent of Insurance that the continuation of a class or block of business to which the policy belongs would jeopardize our solvency or would place us in violation of the insurance laws of this state;
- h. Revocation or suspension of **your** license to practice or if a hospital is no longer in possession of a valid certificate to operate.

Notice of cancellation will state the effective date of cancellation. The policy will end on that date. The grounds for such cancellation shall also be stated, and upon **your** written request, we shall furnish the facts upon which the cancellation is based.



We must mail notice of cancellation at least fifteen (15) days prior to the effective date of such cancellation. If we cancel for non-payment of premium, we must mail notice of cancellation at least fifteen (15) days prior to the effective date of such cancellation. A copy will also be sent to the agent or broker.

3. Non-Renewal by us

We have the right to non-renew this Policy effective on any policy anniversary date. All notices of non-renewal must be mailed to the **named insured** at the last mailing address known to us, and to the agent or broker, at least sixty (60) days but not more than 120 days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

4. Conditional Renewal or Increased Premium

If we condition renewal of this policy upon:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. Addition of exclusion;
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added, or as a result of experience rating, retrospective rating or audit;

at least sixty (60) days but not more than 120 days advance written notice of such change shall be mailed or delivered to the **named insured** at the address shown in this policy. A copy shall also be mailed to the agent or broker. Such notice will advise that a second notice shall be mailed or delivered at a later date stating the specific reason(s) for conditional renewal, the amount of any premium increase, and the nature of any other proposed changes, that the aggregate limits of this policy will be increased in proportion to such extension, and that coverage shall continue on the same terms, conditions and rates as the expiring policy, until the later of the expiration date or 60 days after the second notice is mailed or delivered.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO. 1	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE