

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

CANCELLATION AND NON-RENEWAL ENDORSEMENT

STATE OF GEORGIA

It is hereby agreed that Common Policy Conditions, XIII. NON-RENEWAL/CANCELLATION is deleted in its entirety and replaced with the following:

XIII. NON-RENEWAL/CANCELLATION

A. Cancellation by the **named insured**

The first **named insured** shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be canceled, subject to the following:

1. If only the interest of the first **named insured** is affected, the effective date of cancellation will be either the date we receive notice from the first **named insured** or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first **named insured**, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first **named insured**.
2. If by statute, regulation or contract this policy may not be canceled unless notice is given to a government agency, mortgage or other third party, we will mail or deliver at least ten (10) days notice to the first **named insured** and the third party as soon as practicable after receiving the first **named insured's** request for cancellation.
 - (a) Ten (10) days from the date of mailing or delivering our notice, or
 - (b) The effective date of cancellation stated in the first **named insured's** notice to us.

B. Cancellation by us

If we decide to:

1. Cancel or non-renew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provisions which would limit or restrict coverage.

Then, we will mail or deliver notice of our action including the dollar amount of any increase in renewal premium of more than 15% to the last **named insured** and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph C. below we will mail or deliver notice at least:

1. Ten (10) days before the effective date of cancellation if this policy has been in effect less than sixty (60) days or if we cancel for nonpayment of premium, or
2. Forty-five (45) days before the effective date of cancellation if this policy has been in effect sixty (60) or more days and we cancel for a reason other than nonpayment of premium: or

3. Forty-five (45) days before the expiration date of this policy if we decide to non-renew, increase the premium or limit or restrict coverage.

C. Non-Renewal by us

1. When this policy has been in effect for sixty (60) days or less and is not a renewal with us, we may cancel for any reason by notifying the first **named insured** at least ten (10) days before the date cancellation takes effect.
2. When this policy has been in effect for more than sixty (60) days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium, whether payable to us or to our agent:
 - b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy:
 - c. Upon the occurrence of a change in the risk with substantially increases any hazard insured against: or
 - d. Upon the violation of any of the materials terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first **named insured** at least:

- a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium: or
- b. Forty-five (45) days before the effective date of cancellation if we cancel for any of the reasons listed in b., c., or d., above.

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