

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

CANCELLATION AND NON-RENEWAL ENDORSEMENT

STATE OF LOUISIANA

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 **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. Unearned premium is to be returned within thirty (30) days after the **named insured** cancels this Policy.

B. Cancellation by us

1. If this Policy has been in effect for less than sixty (60) days and is not a renewal, we can cancel this Policy by mailing or delivering written notice to the **named insured** at the address shown on the Policy. If we cancel for non-payment of premium, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If we cancel for any other reason, we must mail notice of cancellation at least sixty (60) days prior to the effective date of such cancellation.
2. After this Policy has been in effect for sixty (60) days or more or is a renewal, it may be canceled for one of the following reasons:
 - a. Nonpayment;
 - b. Fraud or material misrepresentation made by or with the knowledge of the **named insured** in obtaining the policy, continuing the policy, or in presenting a **claim** under the policy;
 - c. Acts or omissions on the part of the **named insured** which change or increase any hazard insured against, including failure to comply with loss control recommendations;
 - d. Change in the risk which increases the risk of loss after the policy has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision;
 - e. Determination by the Commissioner that continuation of the policy would jeopardize our solvency or place the insurer in violation of the laws of Louisiana or any other state;
 - f. Any insured violates or breaches the terms and conditions of the policy;
 - g. Any other reasons that are approved by the Commissioner.

Written notice of cancellation will be mailed or delivered to the **named insured** at the address shown on the Policy. If we cancel for non-payment of premium, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If we cancel for any reason stated in 2.b. through and including 2.g. above, we must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. The notice shall state the effective date of cancellation.

3. When we cancel the policy earned premium shall be computed pro rata, with no minimum premium retained.

4. Notice of cancellation must also be delivered to each mortgagee, or other known person shown by the policy to have an interest in any loss which may occur.

C. Non-Renewal by us

We have the right to non-renew this Policy effective on any policy anniversary date. The written notice of non-renewal must be mailed to the **named insured** at the address shown on the Policy, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal. Such notice to the **named insured** shall include the **named insured's** loss run information for the period the policy was in force within, but not to exceed, the last three (3) years. If notice is mailed less than 60 days prior to 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.

D. Renewal

1. We will mail or deliver to the **named insured** at the address shown on the Policy, written notice of any rate increase, change in deductible or reduction in limits at least thirty (30) days prior to the expiration date of the policy. If we fail to provide such thirty (30) day notice, the coverage provided to the **named insured** shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the **named insured** whichever first occurs.
2. This section shall not apply to:
 - a. Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
 - b. Changes based upon the altered nature or extent of the risk insured.
 - c. Changes in policy forms that are filed and approved with the Commissioner and applicable to an entire class of business.
 - d. Changes requested by the **named insured**.

E. Proof of Notice

Proof of mailing of any notice required by sections B., C. and D. above shall be sufficient proof of notice.

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