



CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - WISCONSIN

In consideration of the premium, the policy is amended as follows:

- I. Section XVIII, Cancellation is deleted and replaced with the following:
 - A. The **named insured** may cancel this policy at any time by:
 - (i) returning the policy to us or any of our authorized representatives, indicating the effective date of cancellation; or
 - (ii) providing a written notice to us stating when the cancellation is to be effective.We must receive the policy or written notice before the cancellation date.
 - B. If this new policy has been in effect for less than sixty (60) days and is not a renewal of a policy we issued, we may cancel this policy by giving written notice to the **named insured** at least ten (10) days prior to the effective date of such cancellation.
 - C. If this policy has been in effect for sixty (60) days or more, or after the effective date of a renewal policy we issued, we may cancel this policy by giving written notice to the **named insured** at least:
 - (i) Ten (10) days prior to the effective date of cancellation if cancellation is for non-payment of premium; or
 - (ii) Ten (10) days prior to the effective date of cancellation only if cancellation is for one or more of the following reasons:
 - a. material misrepresentation;
 - b. substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - c. substantial breaches of contractual duties, conditions, or warranties; or
 - d. attainment of the age specified as the terminal age for coverage, in which case we may cancel by notice accompanied by a tender of a proportional return of premium.
 - D. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.
 - E. The notice of cancellation will state the actual reason for cancellation.
 - F. If notice of cancellation is sent by first class mail, proof of mailing is sufficient proof of notice.
 - G. Like notice of cancellation will also be provided to each mortgagee, pledgee, or other known person shown by the policy to have an interest in any loss which may occur thereunder.
 - H. If we cancel, the refund will be pro rata. If the **named insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - I. A health care provider who furnishes medical services to patients is defined as a licensed medical or osteopathic physician, or a nurse anesthetist who is certified by the American Association of Nurse Anesthetists. In addition to the other acceptable reasons, we may cancel a medical professional liability insurance policy for a health care provider if the health care provider is no longer licensed or certified to practice medicine or nursing.



J. When notice of cancellation is for a medical professional liability insurance policy we must retain a copy of the notice for ten (10) years. Additionally, we must also send notification of such cancellation to the Wisconsin Insurance Commissioner, PO Box 7873, Madison, WI 53707.

II. Section XIX, Non-Renewal is deleted and replaced with the following:

A. We reserve the right to non-renew this policy by providing written notice to the **named insured** at least sixty (60) days prior to the expiration date.

B. The notice of non-renewal will state the actual reason for non-renewal.

C. If notice of non-renewal is sent by first class mail, proof of mailing is sufficient proof of notice.

D. Our failure to provide notice of non-renewal at least sixty (60) days prior to the expiration date entitles the **named insured** to a renewal on the same terms as the expiring policy for a period not to exceed one (1) year. Thus, we may not extend the policy to meet the non-renewal notice requirements.

E. A health care provider who furnishes medical services to patients is defined as a licensed medical or osteopathic physician, or a nurse anesthetist who is certified by the American Association of Nurse Anesthetists. In addition to the other acceptable reasons, we may non-renew a medical professional liability insurance policy for a health care provider if the health care provider is no longer licensed or certified to practice medicine or nursing.

F. When notice of non-renewal is for a medical professional liability insurance policy we must retain a copy of the notice for ten (10) years. Additionally, we must also send notification of such non-renewal to the Wisconsin Insurance Commissioner, PO Box 7873, Madison, WI 53707.

III. The policy is amended to include the following:

Renewal/Policy Change

A. If we offer to renew the policy on less favorable terms or at higher premium, the new terms or premiums take effect on the renewal date if we provide to the **named insured** notice of the new terms or premiums at least sixty (60) days prior to the renewal date.

B. The notice will include a statement of the **named insured's** right to cancel.

C. If notice is sent by first class mail, proof of mailing is sufficient proof of notice.

D. If we send notice to the **named insured** less than sixty (60) days prior to the renewal date, the new terms or premium do not take effect until sixty (60) days after the notice is provided, in which case the **named insured** may elect to cancel the renewal policy at any time during the sixty (60) day notice period.

E. If the **named insured** elects to cancel the renewal policy during the sixty (60) day notice period, return premiums or any additional premium charges will be calculated proportionately on the basis of the old premiums.

F. If we fail to notify the **named insured** of the new premiums or terms as required by this subsection prior to the renewal date, we will continue the policy for an additional period of time equivalent to the expiring term and at the same premiums and terms of the expiring policy.

G. Notice is not required if the only change that is adverse to the **named insured** is a premium increase and if either of the following applies to the premium increase:



- (i) the premium increase is less than twenty-five percent (25%) and is generally applicable to the class of business to which the policy belongs.
- (ii) the premium increase results from a change based on action by the **named insured** that alters the nature of the risk insured against.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.