



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT – INDIANA

In consideration of the premium, the General Terms and Conditions 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 the policy is in effect for ninety (90) days or less, 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 for non-payment of premium;
    - (ii) twenty (20) days prior to the effective date of cancellation for fraud or material misrepresentation upon the Insurer; or
    - (iii) thirty (30) days prior to the effective date of cancellation for cancellation for any other reason.
  - C. If the policy is in effect for more than ninety (90) days, we may cancel this policy only for one or more of the following reasons:
    - (i) non-payment of premium;
    - (ii) a substantial change in the scale of risk covered by the policy;
    - (iii) fraud or material misrepresentation upon the Insurer;
    - (iv) failure to comply with reasonable safety recommendations; or
    - (v) reinsurance of the risk associated with the policy has been canceled.
  - D. If the policy is in effect for more than ninety (90) days, 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 for the reason set forth in C(i);
    - (ii) twenty (20) days prior to the effective date of cancellation for the reason set forth in C(ii); or
    - (iii) forty-five (45) days prior to the effective date of cancellation for the reasons set forth in C(ii), C(iv), or C(v).
  - E. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.
  - F. Any of the following are acceptable as proof of mailing:
    - (i) a United States Postal Service intelligent mail bar code tracking record;
    - (ii) a United States Postal certificate of mailing; or



(iii) another similar method of first class mail tracking that identifies the recipient, the recipient's last known address, and the date of mailing.

G. 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.

H. If this insurance applies to medical malpractice insurance, then the following provisions apply:

(i) The **named insured** can cancel this policy as provided in I.A. above, but the cancellation is not effective for patients claiming against the **named insured** covered by the policy, unless written notice giving the date the cancellation becomes effective has been received by the insurance commissioner at least thirty (30) days before the cancellation is to take effect.

(ii) We can cancel this policy, but the cancellation is not effective for patients claiming against the **named insured** covered by the policy, unless written notice giving the date the cancellation becomes effective has been received by the **named insured** and the insurance commissioner at least thirty (30) days before the cancellation is to take effect.

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 forty-five (45) days:

(i) prior to the expiration date, if the coverage provided is for one (1) year, or less; or

(ii) prior to the anniversary date, if the coverage provided is for more than one (1) year.

B. Any of the following are acceptable as proof of mailing:

(i) a United States Postal Service intelligent mail bar code tracking record;

(ii) a United States Postal certificate of mailing; or

(iii) another similar method of first class mail tracking that identifies the recipient, the recipient's last known address, and the date of mailing.

III. The policy is amended to include the following:

#### Renewal

A. If coverage is changed by policy form or endorsement at renewal, we must provide to the **named insured** and the insurance producer written notice that the policy has been changed. A description of the change in coverage is not required, but the notice must contain more than a reference to a policy, section, or endorsement number. The change must be identified by title or name to fulfill the notice requirement.

B. The notice may be sent by United States mail or electronically.

C. If the notice is mailed, any of the following are acceptable as proof of mailing:

(i) a United States Postal Service intelligent mail bar code tracking record;

(ii) a United States Postal certificate of mailing; or

(iii) another similar method of first class mail tracking that identifies the recipient, the recipient's last known address, and the date of mailing.



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.