



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - MAINE

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 policy has been in effect for less than sixty (60) days and it is not a renewal of a policy we issued, we may cancel this policy by giving written notice to the **named insured** at least:
    - (i) ten (10) days for cancellation for non-payment of premium; or
    - (ii) ten (10) days for cancellation for any other reason,prior to the effective date of 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 for cancellation for the reason listed in D.(i) below; or
    - (ii) ten (10) days for cancellation for a reason listed in D.(ii) through D.(vi) below,prior to the effective date of cancellation.
  - D. After this policy has been in effect for sixty (60) days or more, or after the effective date of a renewal policy we issued, it may only be canceled for one of the following reasons:
    - (i) nonpayment of premium;
    - (ii) discovery of 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;
    - (iii) material change in the risk that increases the risk of loss after insurance coverage has been issued or renewed;
    - (iv) failure to comply with loss control recommendations;
    - (v) violation or breach by the **named insured** or **insured** of any policy terms or conditions, or warranties;
    - (vi) determination by the Superintendent that continuation of coverage would jeopardize our solvency or place us in violation of the insurance laws of this state or any other state.
  - E. The notice of cancellation will state the actual reason for cancellation.
  - F. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.



- G. A United States Post Office certificate of mailing will be conclusive proof of receipt on the third calendar day after mailing.
  - H. A copy of the cancellation notice must be sent to the Superintendent of Insurance, if the policy is canceled due to claims or failure to conform to appropriate standards of the medical profession. Send a copy of the notice to: Maine Bureau of Insurance, Superintendent of Insurance, 34 State House Station, Augusta, ME 04333.
  - I. 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.
- 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 thirty (30) days prior to the expiration date.
  - B. A United States Post Office certificate of mailing will be conclusive proof of receipt on the third calendar day after mailing.
  - C. A copy of the nonrenewal notice must be sent to the Superintendent of Insurance, if the policy is nonrenewed due to claims or failure to conform to appropriate standards of the medical profession. Send a copy of the notice to: Maine Bureau of Insurance, Superintendent of Insurance, 34 State House Station, Augusta, ME 04333.
- III. The policy is amended to include the following:
- Conditional Renewal
- A. If we intend to renew this policy with less favorable terms or at a higher rate, we must provide notice to the **named insured** at least thirty (30) days prior to the expiration date.
  - B. The notice provision does not apply if the increase in rate is filed with the Superintendent and applies to the entire class of business.
  - C. A post office certificate of mailing to the **named insured** is conclusive proof of receipt of notice on the third calendar day after 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.