



## CANCELLATION AND NON-RENEWAL AMENDATORY ENDORSEMENT - WEST VIRGINIA

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. We may cancel this policy by giving written notice to the **named insured** at least:
    - (i) Thirty (30) days for cancellation for non-payment of premium; or
    - (ii) Thirty (30) days for cancellation for any other reason,prior to the effective date of cancellation.
  - C. 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 for non-payment of premium or any other reason.
  - D. 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 only for one or more of the following reasons:
    - (i) nonpayment of premium;
    - (ii) material misrepresentation;
    - (iii) violation of policy provisions; or
    - (iv) unavailability of reinsurance.
  - E. The notice of cancellation must be sent by certified mail, return receipt requested.
  - F. The notice of cancellation will state the effective date of cancellation and the policy will end on that date.
  - G. Upon cancellation of "claims made" medical malpractice insurance policies covering physicians, osteopathic physicians, podiatrists, chiropractors, dentists, midwives or nurse practitioners that have been in effect for at least sixty (60) days, we must offer the **named insured** tail insurance to cover any claims made after the cancellation of the policy for acts occurring during the period the prior malpractice insurance was in effect. If we fail to offer tail insurance we will be assessed a penalty equal to the amount of the premium due. The required offer of tail insurance coverage expires forty-five (45) days after termination of the policy unless the offer is sooner accepted, in writing, by the **named insured**.
  - 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.
- 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 ninety (90) days prior to the expiration date.
- B. The notice of non-renewal must be sent by certified mail, return receipt requested.
- C. Upon nonrenewal of "claims made" medical malpractice insurance policies covering physicians, osteopathic physicians, podiatrists, chiropractors, dentists, midwives or nurse practitioners that have been in effect for at least sixty (60) days, we must offer the **named insured** tail insurance to cover any claims made after the nonrenewal of the policy for acts occurring during the period the prior malpractice insurance was in effect. If we fail to offer tail insurance we will be assessed a penalty equal to the amount of the premium due. The required offer of tail insurance coverage expires forty-five (45) days after termination of the policy unless the offer is sooner accepted, in writing, by the **named insured**.

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.