

**MASSACHUSETTS MEDICAL MALPRACTICE
AMENDATORY ENDORSEMENT**

This endorsement, effective _____ forms part of

Policy no.: _____ issued to

by:

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION/NONRENEWAL

The Cancellation/Non-Renewal provision of this policy is deleted in its entirety and replaced with the following:

CANCELLATION

1. The first Name Insured show in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy, subject to the provisions below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured's last mailing address know to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
3. We may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Criminal acts committed by or at the direction of the insured;
 - c. Suspension or revocation of the applicable license issued to you to operate as a hospital, physician, surgeon, psychoanalyst or dentist.
 - d. A determination by the commissioner that the continuation of the policy could place us in violation of the Massachusetts insurance law.
4. Under Item A.3., we will give notice at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the

amount of premium due and the date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or

- b. 60 days before the effective date, if we cancel for any reason. The notice of cancellation will state the reason for cancellation.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first 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.

NONRENEWAL

If we decide not to renew this policy, we will mail by first class mail, or deliver written notice of nonrenewal to the first Named Insured's last mailing address know to us, at least 60 days before the expiration date.

We need not mail or deliver this notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Agreed not to renew this policy.

All other policy terms conditions and exclusions shall remain unchanged.

AUTHORIZED REPRESENTATIVE