

## ENDORSEMENT

This endorsement, effective \_\_\_\_\_ forms part of  
policy no.: \_\_\_\_\_ issued to  
by: \_\_\_\_\_

### FLORIDA AMENDATORY ENDORSEMENT (Medical Malpractice)

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy, and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Entity, Named Insured, or Insured stated in the declarations page.

The following is added and supercedes any provision to the contrary:

#### CANCELLATION

A. The Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

##### B.1. Cancellation for Policies in Effect Ninety (90) Days or Less

If this policy has been in effect ninety (90) days or less the Insurer may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
- b) Ninety (90) days before the effective date of cancellation if the Insurer cancels for any other reason, except the Insurer may cancel immediately if there has been:
  - 1. A material misstatement or misrepresentation; or
  - 2. A failure to comply with underwriting requirements established by the Insurer.

##### B.2. Cancellation for Policies in Effect for More Than Ninety (90) Days.

If this policy has been in effect for more than ninety (90) days the Insurer may cancel this policy only for one or more of the following reasons:

- a) Nonpayment of premium;
- b) The policy was obtained by a material misstatement;

- c) There has been a failure to comply with underwriting requirements established by the Insurer within ninety (90) days of the date of effectuation of coverage;
- d) There has been a substantial change in the risk covered by the policy; or
- e) The cancellation is for all insureds under such policies for a given class of insureds.

If the Insurer cancels this policy for any of these reasons, the Insurer will mail or deliver to the First Named Insured written notice of cancellation, accompanied by the reasons for cancellation at least:

- 1. Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in 2(a) above; or
- 2. Ninety (90) days before the effective date of cancellation if cancellation is for the reasons stated in 2(b), (c), (d) or (e) above.

#### NON-RENEWAL

- 1. If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least Ninety (90) days prior to the expiration of this policy.
- 2. Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### RATE INCREASE

The Insurer will mail or deliver to the First Named Insured notice of a rate increase at least sixty (60) days prior to the effective date of such increase.

All other terms, conditions and exclusions remain unchanged.

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AUTHORIZED REPRESENTATIVE