

## ENDORSEMENT

This endorsement, effective \_\_\_\_\_ at \_\_\_\_\_

forms part of \_\_\_\_\_

Policy no.: \_\_\_\_\_ issued to: \_\_\_\_\_

By: \_\_\_\_\_

### ARKANSAS AMENDATORY ENDORSEMENT (Professional Liability, including 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 Entity, 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.

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

#### A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

## B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

## C. NOTICE OF PREMIUM INCREASE

If the Insurer decides to increase current premium by twenty five percent (25%) or more upon renewal, the insurer shall notify the First Named Insured and agent prior to the effective date of the renewal.

Notice must be mailed or delivered to the First Named Insured's agent not less than sixty (60) days prior to the effective date of the renewal and to the First Named Insured not less than thirty (30) days prior to the effective date of renewal.

If notice is not given in the manner provided above, the Insurer shall extend the existing policy sixty (60) days from the date that such notice is mailed or delivered. The premium for the extended policy may not be more than the pro rata premium of the existing policy.

All other terms, conditions and exclusions remain unchanged.

---

AUTHORIZED REPRESENTATIVE