

This endorsement, effective

at 12:01 AM

forms a part of

Policy no.:

Issued to:

by:

## **VIRGINIA CANCELLATION AND NONRENEWAL ENDORSEMENT**

### **MEDICAL PROFESSIONAL LIABILITY**

Wherever used in this endorsement: 1) "we", "us" and "our" mean the insurance company which issued this policy; and 2) "you" and "your" means the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page;

In consideration of the premium charged, it is hereby understood and agreed the cancellation provision of this policy is deleted in its entirety and replaced by the following:

This policy may be cancelled by you by surrender of this policy to us or by giving written notice to us when thereafter such cancellation shall be effective. This policy may also be cancelled or nonrenewed by us by delivering or mailing to you written notice stating when not less than forty-five (45) days thereafter (fifteen (15) days thereafter if cancellation is for failure to pay premium when due) the cancellation or nonrenewal shall be effective. If the policy shall be cancelled by us, the refund shall be pro rata. If this policy shall be cancelled by you, the refund shall be 90% pro rata of the premium.

Notice by us shall state the reason(s) for cancellation or nonrenewal and shall advise you of the right to request in writing, within 15 days of the receipt of notice that the Commissioner of Insurance review the action of us. If notice of cancellation or nonrenewal is mailed by us it shall be sent by:

1.     (a)     registered or certified mail, or  
         (b)     other first class mail and we shall, at the time of mailing, obtain a written receipt from the United States Postal Service showing your name and address stated in the policy;
2.     We shall retain a duplicate copy of the notice of cancellation or refusal to renew for at least one year; and
3.     At the time of mailing we shall endorse, upon the duplicate copy of the notice, a certificate showing that the duplicate is a copy of the notice that was sent to you (i) by registered or certified mail, or (ii) by regular mail for which the postal receipt was obtained.

If we cancel or refuse to renew a policy of medical malpractice insurance as defined in §38.2-2800, or if the premium increases for a medical malpractice insurance policy by more than 25 percent of the previous policy's premium, we shall provide no fewer than ninety (90) days notice prior to the renewal effective date, or, if such policy is being cancelled or nonrenewed for your failure to discharge when due any of your obligations in connection with the payment of premium for the policy, the effective date of cancellation or refusal to renew shall not be less than 15 days from the date of mailing or delivery of the notice. The increase in the premium shall be the difference between the renewal premium and the premium charged by us at the effective date of the expiring policy.

All other terms, conditions and exclusions shall remain the same.

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**AUTHORIZED REPRESENTATIVE**