

NEBRASKA  
AMENDATORY ENDORSEMENT

This endorsement, effective \_\_\_\_\_ forms a 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

In consideration of the premium charged, it is hereby understood and agreed that the cancellation and non-renewal provision of this policy is replaced by the following.

- (1) The Insurer shall give the Insured sixty (60) days written notice prior to cancellation or nonrenewal of this policy, except the Insurer may cancel upon ten (10) days written notice to the Insured for nonpayment of premium. These provisions shall not apply to nonrenewal of a policy which has a specified term of sixty (60) days or less, unless the policy has been previously renewed. Such notice shall state the reason for Cancellation or Nonrenewal. Notice of cancellation or nonrenewal shall be sent by registered, certified or first-class mail to the Insured's last mailing address known to the insurer. If sent by first-class mail, a United States Postal Service certificate of mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate.
- (2) Notwithstanding Section (1), this policy may not be cancelled by the Insurer if it has been in effect for sixty (60) days or is a renewal policy, except for one of the following reasons:
  - (a) Nonpayment of premium;
  - (b) The policy was obtained through a material misrepresentation;
  - (c) The Insured or Other Insured(s) has submitted a fraudulent claim;
  - (d) The Insured or Other Insured(s) has violated any of the terms and conditions of the policy;
  - (e) The risk originally accepted has substantially increased;
  - (f) Certification to the Director of Insurance of loss of reinsurance by the Insurer which provided coverage to the Insurer for all or a substantial part of the underlying risk insured; or
  - (g) The determination by the Director that the continuation of the policy could place the Insurer in violation of the insurance laws of the state.
- (3) Any termination of the policy by cancellation shall not be effective as to patients claiming against the insured covered thereby unless, at least thirty days before the effective date of the cancellation, a written notice giving the date upon which termination becomes effective has been mailed to the insured at his last-known address and to the director at his office by certified or registered mail with sufficient postage attached.

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

54366 (10/92)

AUTHORIZED REPRESENTATIVE