

**TEXAS MEDICAL MALPRACTICE  
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**

It is hereby and understood that the cancellation provision of this policy is deleted in its entirety and replaced by the following:

- A. This policy may be canceled by the Insured by surrender thereof to the Insurer or any of its authorized agents or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective.
- B1. Except as provided below, the Insurer may not cancel a policy of liability insurance after the 90<sup>th</sup> day following the date on which the policy was issued, or based solely on the fact that the policyholder in question is an elected official

The Insurer may cancel the policy at any time during the term of the policy for the following reasons:

- a) failure to pay premiums when due;
- b) insured's loss of his/her professional license
- B2. If the Insurer cancels this policy for either one or both of the reasons stated in section B1., the Insurer will deliver or mail to the First Named Insured a written notice of cancellation at the address shown on the policy not less than 10 days before the date on which the cancellation takes effect. The cancellation will state the reason for the cancellation.

## NONRENEWAL/PREMIUM INCREASE

The Insurer may refuse to renew a policy or may increase the premium at renewal by delivering or mailing to the Insured first named in the Declarations written notice of the nonrenewal of the policy or the increase in premium at the address shown on the policy. The notice must be delivered or mailed not later than the 90<sup>th</sup> day before the date on which the policy expires. If notice is delivered or mailed later than the 90<sup>th</sup> day before the date on which the policy expires, the coverage shall remain in effect until the 91<sup>st</sup> day after the date on which the notice is delivered or mailed. Earned premium for any period shall be computed pro rata based on the previous year's rate.

In notice to an Insured relating to renewal, the Insurer will state the reason for the nonrenewal.

In notice to an Insured relating to premium increase, the Insurer will state the amount of the increase.

For purposes of this article, the transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

The insurer may not refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official.

All other policy terms remain unchanged.

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AUTHORIZED REPRESENTATIVE