

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

**WASHINGTON AMENDATORY CHANGE
ENDORSEMENT**

It is hereby agreed that form G-121502-C [7/2001]) is amended as follows:

- I. The last paragraph of policy section **III. DEFENSE AND SETTLEMENT** is deleted and replaced in its entirety by the following:

Our payment of the applicable limit of liability, by payment of judgments or settlements, ends our duty to defend or settle. We have no duty to defend any **claims** not covered by this Coverage Part.

- II. Policy section **V. EXCLUSIONS**, Exclusions A. and Q. are deleted and replaced in their entirety by the following:

A. **injury** to:

1. an **employee** of **yours** arising out of and in the course of employment by **you**; or
2. a **family member** of that **employee** as a consequence of 1 above; or
3. **your family member**;

This exclusion applies:

1. whether **you** may be liable as an employer or in any other capacity; or
2. to any obligation to share amounts with or repay someone else who must pay amounts because of the **injury**;

This exclusion applies only to **injury** to any **employee** of **yours** whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

However, with respect to **injury** to **employees** of **yours** whose **employment** is subject to the Industrial Insurance Act of Washington, the following exclusion applies:

A. **injury** to an **employee** of **yours** arising out of and in the course of:

1. employment by **you**; or
 2. performing duties related to the conduct of **'your** business; or
- any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by **you** under an insured contract; any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to **asbestos**.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

| <i>Must Be Completed</i> | | <i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i> | |
|--------------------------|------------|--|----------------------------|
| ENDT. NO. 1 | POLICY NO. | ISSUED TO | ENDORSEMENT EFFECTIVE DATE |