

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

**WASHINGTON AMENDATORY CHANGE
ENDORSEMENT**

It is hereby agreed that form G-121504-C [7/2001] is amended as follows:

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

Our payment of the 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 **IV. EXCLUSIONS**, items A. and N. are deleted and replaced with the following:

A. **injury** to:

1. an **employee** of the **named insured** arising out of and in the course of employment by the **named insured**; or
2. a **family member** of that **employee** as a consequence of 1 above; or
3. the **named insured's family member**.

This exclusion applies:

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

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).

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:

- a. employment by **you**; or
- b. 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;

- N. any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to **asbestos**;

Specimen

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