



**AMENDATORY ENDORSEMENT - WASHINGTON  
(General Terms and Conditions)**

In consideration of the premium, General Terms and Conditions is amended as follows:

- I. The exclusion entitled, Employers Liability, set forth in Section IV, Exclusions Applicable To All Coverage Parts is deleted and replaced with the following:

EMPLOYER'S LIABILITY

This policy does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

based on, or arising out of, any actual or alleged **bodily injury** to any **employee** (other than an **employee** who is a volunteer) during the course of his/her/their employment with the **insured**; or injury to the spouse, domestic partner, child, parent, or sibling of such **employee** as a consequence of such **bodily injury**. This exclusion will apply whether the **insured** may be liable as an employer or in any other capacity or to any obligation to share **damages** or repay any person or entity obligated to pay **damages** because of the **bodily injury**;

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

With respect to **bodily injury** to **employees** whose **employment** is subject to the Industrial Insurance Act of Washington, this policy does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

based on, or arising out of, any actual or alleged **bodily injury** to any **employee** (other than an **employee** who is a volunteer) during the course of his/her/their employment with the **insured**; or any obligation to share **damages** with or repay someone else who must pay damages because of the **bodily injury**.

- II. Section VIII, Extended Reporting Period is amended as follows:

- A. Paragraph A, Automatic Limited Extended Reporting Period – No Additional Premium, is deleted and replaced with the following:

A. Automatic Limited Extended Reporting Period – No Additional Premium

In the event this policy terminates, cancels or expires for any reason, then any **insured** will have an additional reporting period of sixty (60) days from such termination, cancellation or expiration to provide written notice of a **claim** first made against an **insured** during the **policy period** for **incidents** occurring after the **retroactive date** and prior to the date of such termination, cancellation or expiration, provided such policy is not renewed with us.

The Automatic Limited Extended Reporting Period will begin the day after the **policy period** terminates, expires or is cancelled. The Automatic Limited Extended Reporting Period applies only to **claims**, and will not provide an extended period in which to report an **incident**.

- B. Paragraph B, Purchased Extended Reporting Period, is deleted and replaced with the following:

B. Purchased Extended Reporting Period

If this policy is terminated, cancelled, or non-renewed for any reason other than non-payment of premium, and the **named insured** has not obtained **replacement coverage** for any Coverage Part written on a Claims Made and Reported basis, the **named insured** will have the right to purchase an **extended reporting period** for additional period(s) not less than one (1) year in duration, and additional premium.



The **named insured** must notify us in writing of this election within sixty (60) days after the termination, cancellation, or non-renewal of this policy. If the **named insured** does not elect within this time frame, and pay the premium when due, the **named insured** will have waived the right to purchase the **extended reporting period**. A purchased **extended reporting period** will extend to selected Coverage Part coverage for a specified period of time, but only for **claims** that are:

- (i) first made during the **extended reporting period**;
- (ii) reported to us according to this policy's notice and reporting requirements; and
- (iii) for **incidents** occurring on or after the **retroactive date** and prior to the date of such termination, cancellation or non-renewal.

The **extended reporting period** applies only to **claims**, and will not provide an extended period in which to report an **incident**. This **extended reporting period** will apply only to **claims** involving **incidents** occurring after the **retroactive date** and prior to the termination, cancellation, or non-renewal of this policy.

Any premium for an **extended reporting period** will be deemed fully earned at the beginning of the **extended reporting period**.

III. Section XI. Application is deleted and replaced with the following:

#### **XI. APPLICATION**

In issuing this policy, we have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**. The **application** will be deemed attached to the policy and incorporated into the policy as if fully and completely set forth herein.

If the **application's** statements, representations, and information contain any intentional misrepresentation, intentional omission or intentional inaccuracy of a material fact or circumstance that is meant to deceive us relating to the issuance of this insurance, we reserve the right to exclude coverage for any **claim** or other matter tendered for coverage under this policy that is in any way related, in whole or in part, to the misrepresentation, omission or inaccuracy, or to deem this policy void at inception.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.