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This endorsement modifies insurance provided under the following:

UNDERGROUND STORAGE TANK POLICY

A. Exclusion d. of Section I – Underground Storage Tank Coverage applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion **d.** is replaced by the following:

This insurance does not apply to:

d. Employer's Liability

(1) "Bodily injury" to an "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. Paragraph 2.a.(1) of Section II – Who Is An Insured applies only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **2.a.(1)** of **Section II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company) or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business; or

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above.

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C. Paragraph 10. Cancellation of Section IV – Conditions is replaced by the following:

10. Cancellation

a. The first Named Insured may cancel this policy by notifying us or the insurance producer in one of the following ways:

(1) Written notice by mail, fax or email;

(2) Surrender of the policy or binder; or

(3) Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

(1) The date on which notice is received or the policy or binder is surrendered; or

(2) The date of cancellation requested by the first Named Insured.

b. We may cancel this policy by sending by certified mail, or delivering, to you and your agent or broker written notice, including the actual reason(s) for cancellation, at the last mailing address known to us.

Cancellation will be effective:

(1) 10 days after you receive notice of cancellation if we cancel for nonpayment of premium; or

(2) 60 days after you receive notice of cancellation if we cancel for misrepresentation by you or for any other reason;

unless we specify a later date in our notice as the effective date of cancellation.

c. We will also send by certified mail, or deliver, to any mortgageholder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, a written notice, at their last mailing addresses known to us, prior to the effective date of cancellation. This notice will be the same as that mailed or delivered to you.

d. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund. The cancellation will be effective even if we have not made or offered a refund.

D. Paragraph 11. Nonrenewal of Section IV – Conditions is replaced by the following:

11. Nonrenewal

If we decide not to renew this policy, we will send written notice of nonrenewal, stating the reason(s) for nonrenewal, at least 60 days before:

a. The end of the policy period; or

b. The anniversary date of this policy if this policy has been written for a term of more than one year.

We will send our nonrenewal notice by certified mail, or deliver it, to you and your agent or broker at the last mailing addresses known to us.

We will also send by certified mail written notice of nonrenewal to any mortgageholder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at the last mailing addresses known to us.