

POLICY NUMBER:
POLICY PERIOD:

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96 Revised

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| Coverage | SCHEDULE | Amount and Basis of Deductible | |
|--|----------|--------------------------------|-------------------|
| | | PER CLAIM | or PER OCCURRENCE |
| Bodily Injury Liability | | \$ | \$ |
| OR | | | |
| Property Damage Liability | | \$ | \$ |
| OR | | | |
| Bodily Injury Liability and/or Property Damage Liability Combined | | \$ | \$ 10,000 |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages including expenses on your behalf applies only to the amount of damages including expenses in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages including expenses sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages including expenses sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages including expenses sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combinedas the result of any one "occurrence".If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages including expenses because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages including expenses because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages including expenses because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

E. Expenses shown under **Section I, Supplementary Payments** of this policy are included in the deductible but will not include general administrative expenses or costs such as employee salaries, retainer fees or third party administrator costs which are not related to a particular claim.

F. **Payments by you or by other insurers on other insurance policies, or other deductibles or self-insured retention limits contained in other insurance policies, will not exhaust or excuse your responsibility to pay the full deductible amount under this policy.**