

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER
THE COMMERCIAL GENERAL LIABILITY POLICY**

DEDUCTIBLE ENDORSEMENT

- 1. Our obligation under Bodily Injury Liability, Property Damage Liability and Tenants' Legal Liability to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of any deductible amounts stated in the Liability Declarations applicable to such coverages, and the limits of insurance applicable to "each occurrence" for Bodily Injury Liability and Property Damage Liability and "any one premises" for Tenants' Legal Liability will be reduced by the amount of such deductible. The "Aggregate Limit" for such coverages shall not be reduced by the application of such deductible amount.**
 - 2. The deductible amounts stated in the Liability Declarations apply as follows:**
 - A. PER CLAIM BASIS - if the deductible is on a "per claim" basis, the deductible amount applies:**
 - 1) Under Coverage A:**
 - a. Bodily Injury Liability or Property Damage Liability respectively:**
 - i) To all compensatory damages because of "bodily injury" sustained by one person, or**
 - ii) To all compensatory damages because of "property damage" sustained by one person or organization, as the result of any one "occurrence"**
 - b. Bodily Injury Liability and Property Damage Liability combined, to all compensatory damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence".**
 - 2) Under Coverage D, Tenants' Legal Liability, to all compensatory damages because of "property damage" sustained by one person or organization as the result of any one "occurrence".**
 - B. PER OCCURRENCE BASIS - If the deductible is on a "per occurrence" basis, the deductible amount applies:**
 - 1) Under Coverage A:**
 - a. Bodily Injury Liability or Property Damage Liability, respectively:**
 - i) To all compensatory damages because of "bodily injury" as the result of any one "occurrence", or**
 - ii) To all compensatory damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain compensatory damages because of that "occurrence".**
 - b. Bodily Injury Liability and Property Damage Liability combined, to all compensatory damages because of "bodily injury" and "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain compensatory damages because of that "occurrence".**
 - 2) Under Coverage D, Tenants' Legal Liability, to all compensatory damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain compensatory damages because of that "occurrence".**
- 3. The terms of this insurance, including those with respect to:**
 - a) our right and duty to defend any "action" seeking those compensatory damages; and**
 - b) your duties in the event of an "occurrence", claim or action apply irrespective of the application of the deductible amount.**
- 4. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible as has been paid by us.**

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.