

## **BODILY INJURY AND PROPERTY DAMAGE DEDUCTIBLE ENDORSEMENT**

Attached to and forming part of the Commercial General Liability (Form CGL)

This Endorsement changes this Policy. Please read it carefully.

**ITEM (7) DEDUCTIBLE OF SECTION III** – Limits of Insurance is hereby deleted and replaced by the following:

### **ITEM (7) DEDUCTIBLE**

- (a) "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 Declarations as 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.
- (b) The deductible amount applies as follows:
  - (i) under Coverage A: To all "compensatory damages" because of "bodily injury" or "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".
  - (ii) under Coverage A: To all "compensatory damages" because of "bodily injury" and "property damage" combined as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
  - (iii) 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".
- (c) The terms of this insurance, including those in respect to:
  - (i) "our" right and duty to defend any "action" seeking those "compensatory damages"; and
  - (ii) "your" duties in the event of an "occurrence", claim or "action" 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 "action" 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".

Except as specifically modified in this Endorsement, all terms, conditions exclusions and limits of liability of the Policy are unchanged.