

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Split Deductible Liability Insurance

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

It is hereby understood and agreed that multiple deductibles will apply:

	Amount	Applies to
Deductible 1	(Fill in \$)	Per Occurrence or Per Claim – (Fill in verbiage)
Deductible 2	(Fill in \$)	Per Occurrence or Per Claim – (Fill in verbiage)

- A. All deductible coverage options, amounts and basis of the deductible shall include all amounts we pay in the defense and investigation of any “claim” or “suit” to which this insurance applies as stated under **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** section of the policy.
- B. Our obligation under the Bodily Injury, Property Damage and Personal and Advertising Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the **SCHEDULE** above as applicable to such coverages.
- C. If there are multiple “claims” or multiple causes of loss arising out of an “occurrence,” the larger deductible will apply.
- D. We will select a deductible on either a per claim or per “occurrence” basis. The 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 sustained by any one person because of “bodily injury”;
 - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of “property damage”;
 - c. Under Personal Advertising Injury Liability Coverage, to all damages sustained by any one person because of “personal and advertising injury”;
 - d. Under Bodily Injury Liability Coverage and/or Property Damage Liability to all damages sustained by any one person because of:
 - 1. “Bodily injury”;
 - 2. “Property damage”;
 - 3. “Personal and advertising injury”;
 - 4. “Bodily injury,” “property damage,” and “personal and advertising injury” combined as the result of 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 sustained by any one person because of “bodily injury”;
 - b. Under Property Damage Liability Coverage to all damages sustained by any one person because of “property damage”;

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- c. Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of:
 - 1. "Bodily injury";
 - 2. "Property damage";
 - 3. "Personal and advertising injury"; or
 - 4. "Bodily injury," "property damage," and "personal and advertising injury" combined As the result of one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence."

- E. 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

- F. We, at our sole election and option, may either:
 - 1. Pay any part of or all of the deductible amount to effect of any "claim" or "suit," and upon notification of the action taken, you shall promptly reimburse us for such part fo the deductible amount that has been paid by us; or
 - 2. Simultaneously upon receipt of notice of any "claim" or at any time thereafter, request you pay or deposit with us all or any part of the deductible amount, to be held and applied by us as herein provided.

- G. For purposes of this endorsement, "claim" means a demand, received by the insured, for money or services, including the service of "suit" against the insured.