

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

### ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

#### SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER "CLAIM"	PER "OCCURRENCE"
GENERAL LIABILITY COVERAGE <b>A</b> BODILY INJURY AND PROPERTY DAMAGE and GENERAL LIABILITY COVERAGE <b>B</b> PERSONAL AND ADVERTISING INJURY LIABILITY	\$	\$
COVERAGE <b>D</b> CONTRACTORS' POLLUTION LIABILITY	\$	\$
COVERAGE <b>E</b> CONSULTANTS' PROFESSIONAL LIABILITY	\$	N/A

**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", "property damage", "personal and advertising injury", "environmental damage", "environmental response costs" and professional liability, however caused):

- A.** Our obligation under Coverage **A**, Coverage **B**, Coverage **D** and Coverage **E** 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.
  - B.** You may select a deductible amount on either a Per "Claim" or 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 Coverage **A** and Coverage **B**, 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;
      - b.** Under Coverage **D**, to all damages sustained by any one person because of:
        - (1) "Bodily injury";
        - (2) "Property damage";
        - (3) "Environmental damage";
        - (4) "Environmental response costs"; or
        - (5) "Bodily injury", "property damage", "environmental damage" and "environmental response costs" combined;
      - c.** Under Coverage **E**, to all damages and "defense expenses" sustained by any one person because of a "wrongful act";
- as the result of any one "occurrence" or offense.
- If the 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" and "environmental 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 Coverage **A** and Coverage **B** , to all damages 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;
- b.** Under Coverage **D**, to all damages because of:
- (1) "Bodily injury";
  - (2) "Property damage";
  - (3) "Environmental damage";
  - (4) "Environmental response costs"; or
  - (5) "Bodily injury", "property damage", "environmental damage" and "environmental response costs" combined;

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

**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 of 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.

All other terms and conditions of this policy remain unchanged.