

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER CLAIM DEDUCTIBLE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that «POLICY.DEDUCTIBLE» shall be deducted from each and every claim under this policy, irrespective of the number of claims which may be joined in any one suit, arbitration, mediation, or any other form of legal proceedings. Such coverage as is afforded under this policy applies subject to the following conditions:

1. The deductible(s) shall apply to any Insured, including Additional Insureds, for whom adjusting, legal and related expenses have been incurred on their behalf by the Company as well as any payments made by the Company toward the settlement of each and every claim.
2. All of the other terms and provisions of this policy, including those with respect to the Insured's obligations upon an occurrence or claim and the Company's right to investigate, defend, negotiate and/or settle any claim or suit, apply irrespective of the application of the deductible.
3. The Insured shall contribute the amount of the deductible within ten (10) days from the date of request by the Company or its Representative. The request for payment of the deductible herein set forth shall be sent to the Insured at the address listed in the policy. The ten (10) days shall begin to apply from the postmark of the letter bearing such request. Failure of the Insured to pay the amount of the deductible within ten (10) days as herein set forth shall void the policy with respect the claim involved.
4. The Company shall have the right to make partial deductible recoveries from the Insured when partial settlement and/or expense below the full amount of the deductible are incurred by the Company.
5. As respects coverages A, B and C of this policy, the deductible applies equally to all damages sustained by any one person or organization as a result of any one claim.
6. Failure or delay by the Company in seeking reimbursement of the deductible(s) shall not be considered a waiver by the Company. The Company may deduct from any payment on judgment or settlement the amount of any deductible(s) not reimbursed as of the date such payment is due.

All other terms, conditions and exclusions remain unchanged