

Commercial General Liability

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the “Insurer”)

ENDORSEMENT NO. []

Named Insured:

Policy Number:

Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE

Our obligation under the Commercial General Liability Coverage Form to pay damages and Supplementary Payments on your behalf applies only to the sum of the amount of damages and Supplementary Payments in excess of any deductible amounts stated in the Commercial General Liability Declarations as applicable to such coverages, and the limits of insurance applicable to each “occurrence” or offense for such coverages will be reduced by the amount of such deductible. Aggregate limits for such coverages shall not be reduced by the application of such deductible amount.

The deductible amounts stated in the Commercial General Liability Coverage Part Declarations apply as follows:

1.
 - a. **Per Occurrence basis:** If the deductible is on a Per Occurrence basis, the deductible amount applies to all damages and Supplementary Payments because of “bodily injury”, “property damage”, “personal and advertising injury” as a result of any one “occurrence” or offense regardless of the number of persons or organizations who sustain changes because of that “occurrence” or offense.
 - b. **Per Claim basis:** If the deductible is on a Per Claim basis, the deductible amount Applies to all damages and Supplementary Payments because of “bodily injury”, “property damage” and “personal and advertising injury” sustained by one person or organization as the result of any one “occurrence” or offense.
2. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any “suits” seeking those damages; and
 - b. Your duties in the event of an “occurrence”, claim or “suit”;

Apply irrespective of the application of the deductible amount.

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3. You will not make or agree to a settlement without our written consent.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” or payment of any related Supplementary Payments. 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 & CONDITIONS OF THE POLICY REMAIN UNCHANGED.