

This Endorsement Changes The Policy. Please Read It Carefully.

**PER OCCURRENCE DEDUCTIBLE ENDORSEMENT – COMPENSATORY DAMAGES ONLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**APPLICATION OF THIS ENDORSEMENT**

The deductibles apply to only compensatory damages for all "bodily injury", "property damage" and "personal and advertising injury", however caused:

1. Our obligation under Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury 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 on the Declaration Page as applicable to such coverages, and the limits of insurance applicable to "each occurrence" for Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury Liability and "any one premises" for Tenants' Legal Liability will be reduced by the amount of such deductible. The "Aggregate Limit" for such coverages shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated on the Declaration Page apply as follows:
  - 1) Under Coverage A:
    - a. Bodily Injury Liability or Property Damage Liability, respectively:
      - i) To all compensatory damages because of "bodily injury" as the result of any one "occurrence", or
      - ii) 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".
    - b. Bodily Injury Liability and Property Damage Liability combined, to all compensatory damages because of "bodily injury" and "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. Bodily Injury Liability or Property Damage Liability combined, to all compensatory damages because of "bodily injury and "property damage" sustained as the result of any one occurrence arising out of or in any way connected with or related to the "forcible ejection" of any person from the premises of the Insured by or on behalf of any Insured.
  - 2) Under Coverage B, Personal and Advertising Injury Liability, to all compensatory damages because of "personal and advertising injury" sustained as the result of any one occurrence" arising out of or in any way connected or related to or alleged to be connected with or related to the "forcible ejection" of any person from the premises of the Insured by or on behalf of any Insured.
  - 3) 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".
3. The terms of this insurance including those with respect to:
  - a) our right and duty to defend any "action" seeking those compensatory damages; and
  - b) your duties in the event of an "occurrence", claim or action apply irrespective of the application of the deductible amount.
4. 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.

The following terms as used in this exclusion have the following meanings:

- a. "forcible ejection" means an abrupt dismissal, involving bodily contact of any kind, of any customer or potential customer from the premises, including car parking facilities, of the Insured, by or on behalf of any Insured.