**ENDORSEMENT**

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

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

AGGREGATE DEDUCTIBLE LIABILITY INSURANCE

(defense costs within deductible)

* Maine

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE FORM

**SCHEDULE**

|  |  |  |
| --- | --- | --- |
| **Aggregate Deductible** | **$** | |
|  |  |

|  |  |  |
| --- | --- | --- |
|  | | |
| **Coverage** | **Amount and Basis of Deductible** | |
|  | **PER CLAIM or** | **PER OCCURRENCE** |
| Bodily Injury Liability | $ | $ |
| OR |  |  |
| Property Damage Liability | $ | $ |
| OR |  |  |
| Bodily Injury Liability and/or Property Damage Liability Combined | $ | $ |
| OR | **Amount and Basis of Deductible** | |
|  | **PER CLAIM or** | **PER COMMON CAUSE** |
| Liquor Liability (either alone or in combination with any of the deductible amounts for Bodily Injury Liability, Property Damage Liability or Bodily Injury Liability and/or Property Damage Liability Combined indicated in the Schedule above) | $ | $ |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages and/or “defense costs” for all "bodily injury", "property damage" and “injury”, however caused):

A. Regardless of the number of insureds, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”, the most that you will be obligated to pay for the sum of all deductibles shall be the amount shown as Aggregate Deductible in the Schedule or the Declarations.

B. Subject to Paragraph A., above, our obligation under the Bodily Injury Liability, Property Damage Liability, and Liquor Liability Injury Coverages to pay damages on your behalf applies only after any deductible amount, stated in the Schedule above as applicable to such coverages, is exhausted by the payment of damages and/or “defense costs”.

C. Subject to Paragraph A., above, you may select a deductible amount for Bodily Injury Liability and/or Property Damage Liability Coverage on either a per claim or a per "occurrence" basis. You may select a deductible amount for Liquor Liability Coverage on either a per claim or a per common cause 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 Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury" and/or “defense costs” resulting from such claim;

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage" and/or “defense costs” resulting from such claim; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

As the result of any one “occurrence”.

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", and/or “defense costs” are incurred for such claim, 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.

d. Under Liquor Liability Coverage, to all “injuries” sustained by any one person or 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 and/or “defense costs” because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages and/or “defense costs” because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages and/or “defense costs” because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

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

3. PER COMMON CAUSE BASIS. If the Liquor Liability deductible amount indicated in the Schedule above is on a per common cause basis, that deductible amount applies to all damages and/or “defense costs” because of “injury” as the result of the selling, serving or furnishing of any alcoholic beverage to any one person, regardless of the number of persons or organizations who sustain damages.

D. 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", “injury”, claim, or "suit"

Apply irrespective of the application of the deductible amount.

E. We may pay any part 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.

F. For the purposes of this endorsement only, the following definitions are added:

“Defense costs” means what we will pay under Paragraph 1. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of the Commercial General Liability Coverage Forms and the SUPPLEMENTARY PAYMENTS Section of the Liquor Liability Coverage Form.

Supplementary Payments will not reduce limits of insurance. Post-judgment interest shall not be applied against the deductible. .

All other terms and conditions of the policy remain the same.

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Authorized Representative