**ENDORSEMENT**

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

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

Forms a part of Policy No.:

**DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

|  |  |
| --- | --- |
| **SCHEDULE** | |
| **Coverage** | **Amount and Basis of Deductible** |
| **PER OCCURRENCE** |
| Bodily Injury Liability and/or Property Damage Liability Combined | $ |

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

Our obligation under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILTY** applies only to the amount of damages in excess of the deductible amount stated in the Schedule above.

**A**. The deductible shown in the above Schedule applies to all damages because of “bodily injury” or “property damage” and all loss adjustment expenses incurred in the investigation, defense, or settlement of a claim or “suit” including, but not limited to:

1. Reasonable attorney’s fees for claims or “suits” (reasonable attorney’s fees mean the rates which are actually paid by us to attorneys retained in the ordinary course of business in the defense of similar actions in the community where the claim is being defended).
2. Other costs and other items of expense, including, but not limited to:
3. Cost for expert and other witnesses during the investigation of claims or “suits” at trials or hearings, stenographic costs, and costs of copies of documents and transcripts; and
4. Cost for expert and other witnesses during the investigation of claims or “suits” at trials or hearings, stenographic costs, and costs of copies of documents and transcripts; and
5. Up to $250 for the cost of bail bonds required because of an accident or traffic law violations arising out of the use of any vehicle to which this policy applies but we do not have to furnish these bonds.
6. The cost of appeal bonds and bonds to release attachments within the applicable limit of insurance, but we do not have to furnish the bonds or provide security for such bonds.
7. All costs taxed against you in the “suit”.
8. A Deductible Incentive factor of .50 applies when all the following conditions are met:
   1. A factor of .50 applies to the Deductible Amount when: (a) a NBIS Preferred Contract was utilized, (b) the contract was executed prior to a loss involving the COMMERCIAL LIABILITY COVERAGE PART, (c) the contract governs such a loss, and (d) the use of the contract results in the acceptance by an indemnitor or its insurer of a tender of defense and/or indemnity made on behalf of the insured.

This factor for “Preferred Contractual Language” does not apply to claims caused by mobile equipment while operating on public streets or highways for which the insured may be liable.

1. For claims caused by mobile equipment while operating on public streets and highways for which the insured may be liable, this deductible applies to loss payments and loss adjustment expenses as set forth above for all “bodily injury” and “property damage,” provided, however, that if at the time of the loss all of the following requirements are met with respect to that loss (1) the operator of the mobile equipment has successfully completed all parts of the NBIS Insure Learn Online Driver Training Program within the 36 months prior to the date of the loss and (2) the mobile equipment is equipped with an NBIS-approved Driver Insight driver behavior telematics system or an operating external view camera or an operating lane departure/stopping distance alert system, the amount of the deductible shown above will be multiplied by a factor of 0.50.
2. The deductible amount stated in the Schedule above applies as follows:
3. Under Bodily Injury and/or Property Damage Liability Coverage Combined, to all damages and expenses 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.”
4. The terms of this insurance, including those with respect to:
5. Our right and duty to defend the insured against any “suits” seeking damages; and
6. Our duties in the event of an “occurrence” claim, or “suit” apply irrespective of the application of the deductible amount.
7. We may pay any part or all of the Deductible amount for costs, fees, expenses or to effect settlement of any claim or “suit”, or any judgment, and, upon notification of the action taken you shall immediately reimburse us for such part of the deductible amount as has been paid by us.

All other terms and conditions of the policy remain unchanged.

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Authorized Signature