

ENDORSEMENT

ENDT. NO.	
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WRAP AGGREGATE PER CLAIM DEDUCTIBLE

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

THIS INSURANCE IS SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS. IN THE EVENT OF CONFLICT WITH ANY PROVISION ELSEWHERE IN THE COVERAGE FORM, THE PROVISIONS OF THIS ENDORSEMENT WILL CONTROL THE APPLICATION OF INSURANCE TO WHICH THE COVERAGE PART APPLIES.

IT IS AGREED THAT **OUR** OBLIGATIONS UNDER THIS INSURANCE APPLY IN EXCESS OF A DEDUCTIBLE OF \$ _____ WHICH IS APPLICABLE TO EACH AND EVERY **CLAIM**, IRRESPECTIVE OF THE NUMBER OF **CLAIMS** WHICH MAY BE JOINED IN ANY ONE **SUIT**, ARBITRATION, MEDIATION, OR ANY OTHER FORM OF LEGAL PROCEEDING. THE DEDUCTIBLE AMOUNT APPLIES SEPARATELY AS FOLLOWS:

- 1) UNDER COVERAGE A., FOR **BODILY INJURY** LIABILITY, TO ALL EXPENSE PAYMENTS BECAUSE OF, AND DAMAGES SUSTAINED BY ANY ONE PERSON FOR **BODILY INJURY**.

IF DAMAGES ARE CLAIMED FOR CARE, LOSS OF SERVICES OR DEATH RESULTING AT ANY TIME FROM **BODILY INJURY**, A SEPARATE DEDUCTIBLE AMOUNT WILL BE APPLIED TO EACH PERSON MAKING A **CLAIM** FOR SUCH DAMAGES.

AS USED IN THIS ENDORSEMENT, "PERSON" INCLUDES AN ORGANIZATION.

THE INSURANCE AFFORDED UNDER THIS POLICY, AND THE DEDUCTIBLE(S), ARE SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) THE DEDUCTIBLE APPLIES TO AND IS PAYABLE BY **YOU** FOR DAMAGE PAYMENTS AS WELL AS SECTION I - EXPENSE PAYMENTS (EXCLUDING SALARIES OF EMPLOYEES AND OFFICE EXPENSES OF ANY **INSURED**) INCURRED BY **YOU** OR **US** ON BEHALF OF THE **INSURED** IN THE INVESTIGATION, NEGOTIATION, SETTLEMENT AND DEFENSE OF ANY **CLAIM** OR **SUIT** TO WHICH THIS POLICY APPLIES.
- 2) THE DEDUCTIBLE AMOUNT MUST BE PAID BY **YOU** ALONE AND PAYMENTS BY OTHERS, INCLUDING BUT NOT LIMITED TO OTHER INSURERS ON BEHALF OF AN **INSURED**, OR CONTRIBUTIONS RECEIVED BY AN **INSURED** FROM OTHERS OR GIVEN TO ANOTHER PARTY ON BEHALF OF AN **INSURED** BY OTHERS, WILL NOT REDUCE **YOUR** OBLIGATION TO PAY THE FULL DEDUCTIBLE AMOUNT STATED ABOVE.
- 3) THE DEDUCTIBLE AMOUNT(S) APPLIES SEPARATELY TO EACH **INSURED** SEEKING COVERAGE UNDER THIS POLICY EXCEPT THAT, IF MORE THAN ONE **INSURED** LISTED UNDER PARAGRAPHS 1. AND 2. OF SECTION II - WHO IS AN **INSURED** IS INVOLVED IN THE SAME **OCCURRENCE, SUIT OR CLAIM** TO WHICH THIS INSURANCE APPLIES, ALL SUCH **INSUREDS** PURSUANT TO PARAGRAPHS 1. AND 2. OF SECTION II - WHO IS AN **INSURED** SHALL BE DEEMED TO BE A SINGLE **INSURED**.
- 4) **YOUR** BANKRUPTCY, INSOLVENCY OR INABILITY TO PAY THE DEDUCTIBLE AMOUNT STATED IN THE SCHEDULE SHALL NOT INCREASE **OUR** LIABILITY UNDER THE POLICY AND **OUR** OBLIGATION TO PAY DAMAGES WILL CONTINUE TO APPLY ONLY IN EXCESS OF THE DEDUCTIBLE AMOUNT.
- 5) **WE** MAY, BUT ARE NOT OBLIGATED TO, PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT FOR SECTION I - EXPENSE PAYMENTS, OR TO EFFECT SETTLEMENT OF ANY **CLAIMS** 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**. **YOU** SHALL CONTRIBUTE THE AMOUNT OF THE DEDUCTIBLE(S) WITHIN TEN (10) DAYS FROM THE DATE OF REQUEST BY **US** OR **OUR** REPRESENTATIVE. THE REQUEST FOR PAYMENT OF THE DEDUCTIBLE(S) HEREIN SET FORTH SHALL BE SENT TO **YOU** BY ORDINARY MAIL ADDRESSED TO THE FIRST NAMED **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 BY **YOU** TO PAY THE AMOUNT OF THE DEDUCTIBLE(S) WITHIN TEN (10) DAYS AS HEREIN SET FORTH SHALL VOID THE POLICY WITH RESPECT TO THE **CLAIM(S)** INVOLVED.

- 6) **WE** SHALL HAVE THE RIGHT TO MAKE PARTIAL DEDUCTIBLE RECOVERIES FROM **YOU** WHEN PARTIAL SETTLEMENTS AND/OR EXPENSES BELOW THE FULL AMOUNT OF THE DEDUCTIBLE(S) ARE INCURRED BY **US**.
- 7) IF **WE** ELECT TO PAY ALL OR ANY PART OF THE DEDUCTIBLE(S), **OUR** FAILURE OR DELAY IN SEEKING REIMBURSEMENT OF THE DEDUCTIBLE(S) SHALL NOT BE CONSIDERED A WAIVER BY **US**. **WE** MAY DEDUCT FROM ANY PAYMENT OR JUDGEMENT OR SETTLEMENT THE AMOUNT OF ANY DEDUCTIBLE(S) NOT REIMBURSED AS OF THE DATE SUCH PAYMENT IS DUE.
- 8) EXCEPT AS PROVIDED ABOVE, THE TERMS OF THIS INSURANCE, INCLUDING THOSE WITH RESPECT TO:
 - (A) **OUR** RIGHT AND DUTY TO DEFEND ANY **SUITS** SEEKING DAMAGES TO WHICH THIS INSURANCE APPLIES; AND
 - (B) THE **INSURED'S** DUTIES IN THE EVENT OF ANY **OCCURRENCE, CLAIM, OR SUIT** APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE AMOUNT(S).

IRRESPECTIVE OF THE NUMBER OF CLAIMS PRESENTED TO US UNDER THIS POLICY, THE MOST YOU SHALL BE OBLIGATED TO PAY IS THE AGGREGATE STOP LOSS DEDUCTIBLE OF \$.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number	Insured	Effective
ProBuilders Specialty Insurance Company, RRG A Risk Retention Group		Countersignature of Authorized Representative