

GENERAL AGGREGATE LIMIT ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES under the Commercial General Liability Max Form is deleted and replaced as follows:

1. The Limits of Insurance shown in the Declaration Page(s), subject to the rules below, are the most we will pay regardless of the number of:
 - 1.1. Insureds;
 - 1.2. Claims made or **actions** brought; or
 - 1.3. Persons or organizations making claims or bringing **actions**.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - 2.1. **Compensatory damages** under Coverage A, except **compensatory damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;
 - 2.2. **Compensatory damages** under Coverage B; and
 - 2.3. Medical expenses under Coverage C.
3. Subject to Paragraph 2. above the Abuse Aggregate Limit is the most we will pay under Coverage A for **compensatory damages** because of **bodily injury** arising out of **abuse**.
4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for **compensatory damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
5. Subject to Paragraphs 2., 3. and 4. above, the Each Occurrence Limit is the most we will pay for the sum of:
 - 5.1. **Compensatory damages** under Coverage A; and
 - 5.2. Medical payments under Coverage C;because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
6. Subject to Paragraph 2. above, the Personal Injury and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all **compensatory damages** because of all **personal injury** and **advertising injury** sustained by any number of person(s) or organization(s) in the Aggregate.
7. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for **compensatory damages** because of **property damage** to any one premises.
8. Subject to Paragraph 5. above, the Medical Payments Limit is the most we will pay under Coverage C for all medical payments because of **bodily injury** sustained by any one person.
9. The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **policy period** shown in the Declaration Page(s), unless the **policy period** is extended after issuance for an additional period of less than twelve (12) months.

In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

10. DEDUCTIBLES

- 10.1. Our obligation under Property Damage 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 amount(s) stated in the Declaration Page(s) as applicable to such coverages, and the limits of insurance applicable to each **occurrence** for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
- 10.2. The deductible amounts apply as follows:
 - 10.2.1. Coverage A
Under Coverage A: 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**.
 - 10.2.2. Coverage D
Under Coverage D: 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**. However, this deductible shall not be applied to claims arising out of the perils of fire, explosion, smoke and sprinkler leakage.
- 10.3. The terms of this insurance, including those in respect to:
 - 10.3.1. Our right and duty to defend any **action** seeking those **compensatory damages**; and
 - 10.3.2. Your duties in the event of an **occurrence**, claim or **action**;apply irrespective of the application of the deductible amount.
- 10.4. 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.

All other terms and conditions of the Policy remain unchanged.