

### **CLAIMS-MADE FORM DEDUCTIBLE CLAUSE**

1. The Company's obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the Declarations, which also applies down to any legal defense and costs.
2. The deductible amount stated in the Declarations applies on a "per claim" basis under Bodily injury, Property Damage, and Advertising Injury Liability Coverage Combined, to all damages and expenses (as stipulated in "Supplementary Payment") because of:
  - (a) "Bodily injury";
  - (b) "Property damage";
  - (c) "Personal and Advertising Injury";
  - (d) "Bodily injury", "Property damages", and "Personal and Advertising Injury" combined;as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
3. The terms of this insurance, including those with respect to:
  - (a) The Company's right and duty to defend any "suits" which is seeking those damages; and
  - (b) Insured's duties in the event of an "occurrence", claim, or "suit".apply irrespective of the application of the deductible amount.
4. The Company 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, the Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.