

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

**SELF-INSURED RETENTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY**

**SCHEDULE**

	<b>Self-Insured Retention</b>
<b>Each Occurrence or Offense:</b>	\$
<b>"Policy Term Aggregate":</b>	\$
<b>Administrator:</b>	

The insurance provided by this policy is subject to the following additional provisions:

1. Item **13. Deductibles**, Section **III Limits of Insurance and Deductibles** is deleted in its entirety and not replaced.
2. Our **LIMITS OF INSURANCE** (as stated in the Declarations) will apply in excess of the Self-Insured Retention shown in the Schedule above, and you agree not to reinsure the Self-Insured Retention amount without our knowledge and written permission. Our defense and indemnity obligations under this policy apply only to amounts in excess of the Self-Insured Retention.  
 The **Each Occurrence or Offense** Self-Insured Retention amount shown in the Schedule above will be reduced by any "Loss Adjustment Expense" you incur.  
 The company's limit of liability shall only apply in excess of the Self-Insured Retention shown in the Schedule above, which may only be eroded by virtue of claim payments or expenses incurred by the insured in the settlement or defense of claims or judgments covered by this policy.
3. You have the obligation to provide adequate defense and investigation of any "claim" until the Self-Insured Retention is exhausted. We have the right, but not the duty, in all cases, at our own expense, to assume control of the defense and/or settlement of any "claims"; and, upon our written request, you must tender such portion of the Self-Insured Retention as we may deem necessary to complete the defense and/or settlement of such "claim".

- You will accept any offer of settlement within the Self-Insured Retention and deemed reasonable by us. We will not pay any loss, cost or expense above what we would have paid had the loss been settled for any reasonable offer within the Self-Insured Retention.
4. Section **IV – Conditions, Duties In The Event Of Occurrence, Pollution Condition, Non-Owned Disposal Site Pollution Condition, Wrongful Act, Offense, Claim Or Suit** is deleted in its entirety and replaced by the following:  
**Duties In The Event Of Occurrence, Pollution Condition, Non-Owned Disposal Site Pollution Condition, Wrongful Act, Offense, Claim Or Suit**
    - a. You must report to us as soon as practicable each "claim", "occurrence" or "suit"; and
    - b. You must cooperate with us and, upon our request, assist in making settlement in the conduct of "suits" and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you because of liability with respect to which insurance is afforded under this policy; and
    - c. You must attend hearings and trials and assist in securing and giving evidence and obtaining witnesses.
  5. You must at all times:
    - a. Provide us such information and assistance as we may require; and
    - b. Assist us in the defense of any "claim", subject to paragraph 2. of this endorsement.
  6. For the purpose of providing "claims" service under your Self-Insured Retention, you must select, employ and report all "claims" and "occurrences" to the Administrator shown above.

7. For the purposes of this endorsement, the following definitions apply:

**“Loss Adjustment Expense”** means “claim” expenditures including, but not limited to, investigations, experts, adjustment services, legal services, court costs and such other costs. “Loss Adjustment Expense” does not include the administrative costs or fees of any Administrator appointed by you for the purpose of providing “claims” services under your Self-Insured Retention. Such administrative costs and fees are your sole responsibility

**“Policy Term Aggregate”**, as shown in the Schedule above, means the most you will pay for the sum total of all losses and “loss adjustment expense” payments within the Each Occurrence or Offense Self-Insured Retention amount during the “policy period”.

8. This policy will not drop down to assume or satisfy your obligation under the Self-Insured Retention under any circumstances.

All other terms and conditions of this policy remain unchanged.

SAMPLE