MORTICIANS' OR CEMETERY COVERAGE

Refer to the Supplemental Declarations if information is not shown on this form.
~~For an additional premium, *we*~~*We* provide coverage under this endorsement subject to the ***terms*** contained in the ~~General~~ Liability ~~Coverage~~coverage.

This endorsement forms a part of the policy identified below:

Policy No. ~~_____~~ _____.

Named Insured ~~_____~~ _____.

~~**HOW MUCH *WE* PAY FOR LOSS OR CLAIM FOR MORTICIANS' OR CEMETERY COVERAGE**~~
The Limits of Liability stated in the ~~declarations~~Declarations for Coverage L DO NOT APPLY to MORTICIANS' OR CEMETERY COVERAGE.

The Limits of Liability for MORTICIANS' OR CEMETERY COVERAGE are shown below.

Limits of Liability
$ ~~_____~~ _____ each claim.
$ ~~_____~~ _____ aggregate.

~~Regardless of the number of ***insureds*** under this insurance ***our***~~***Our*** liability is limited as follows:
~~The Limit of Liability stated in this endorsement as applicable to "each ***claim***" is the limit of ***our*** liability for all ***damages*** and of any act or omission with respect to any one body or memorial service; the limit of liability stated as "***aggregate***" is, subject to the provisions respecting each claim, the total limit of ***our*** liability for all ***damages***.~~

1. regardless of the number of claims or claimants, the limit of liability for each claim is the maximum ***we*** pay for damages arising out of any acts, errors or omissions in connection with morticians' or cemetery services.
2. with respect to each claim, the limit of liability shown as an aggregate is the total limit of liability for all damages incurred in any annual period.

DEFINITIONS

The following additional ***insured*** is added to the definition of ***insured*** in the DEFINITIONS section of the Liability coverage.
Each of the following is an ***insured***:

1. the ***named insured*** when conducting morticians or cemetery ***business*** as a sole proprietor but only with respect to the conduct such ***business***;
2. the ***named insured*** when conducting morticians or cemetery ***business*** as a partnership, corporation, joint venture, limited liability partnership (LLP) or limited liability company (LLC) but only with respect to the conduct of such ***business***;
3. if the ***named insured*** is designated on the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder while acting within the scope of his/her duties; and
4. any ***employee***, manager, officer, director or stockholder while acting within the scope of their duties.

These ***terms*** have the following meanings when used in conjunction with such Morticians' or Cemetery Coverage:
Deceased human body includes ashes of a body after legal cremation and any part of a corpse severed from the body.
Damages includes damages for loss of services directly resulting from ***bodily injury*** and/or ***property damage***.

WHAT *WE* PAY FOR

We ~~will~~ pay on behalf of the insured all sums~~, up to the limits of liability shown above for Morticians' or Cemetery Coverage,~~ which the ***insured*** shall become legally obligated to pay as damages because of:
~~(a)~~1. ***bodily injury***, including mental anguish; ~~or~~

~~(b)~~2. ***property damage*** to property of others which is not in the care, custody or control of the ***insured***; ~~or~~

~~(c)~~3. ***property damage*** to urns, caskets, linings or fittings, casket cases, crypts, mausoleums or ~~other~~burial facilities belonging to others in the custody or control of the ***insured***, for the purpose of burying or ~~caring for~~ maintaining the grave of a ***deceased human body***;

~~(d)~~4. ***professional malpractice***, error or mistake in the embalming, handling, disposition, burial, disinterment or removal of any ***deceased human body*** or conduct of any memorial service by the ***insured***, even though no ***deceased human body*** actually be present, or because of any injury to, destruction of, or interference with the right of burial of a ***deceased human body***; or

~~(e)~~5. ***professional service*** by the ***insured*** as a member of a formal accreditation or similar professional board or committee.

~~AND ***we***~~

We shall have the right and duty to defend any ***suit*** against the ***insured*** seeking such ***damages***~~, even if any of the allegations of the ***suit*** are groundless, false, or fraudulent~~. ***We*** may make ~~such~~ investigation and ~~such settlement of~~settle any claim or suit ~~as ***we*** judge expedient, BUT ***we***~~that ***we*** decide is appropriate. ***We*** shall not be obligated to pay any claim or judgment or to defend any ***suit*** after ***our*** applicable limit of liability has been exhausted~~ by payment of judgments or settlements~~.

WHAT *WE* DO NOT PAY FOR

The following exclusions are added to the EXCLUSIONS shown in the ~~General~~ Liability ~~Coverage:~~coverage.
Morticians' or Cemetery Coverage DOES NOT APPLY~~:~~

~~.....(a)~~ to~~:~~

1. ***bodily injury*** ~~to or~~, death, or mental anguish of any ***employee*** of the ***named insured*** while engaged in the employment of the ***insured*** or to any obligation for which the ***insured*** or any company ~~as his insurer~~ may be held liable under any Workers' Compensation Law;

~~(b) to~~ 2. ***damages*** to any property or facility owned by ~~or~~, rented to ~~the ***insured***~~ or held ~~by him~~ on consignment prior to sale by the ***insured*** by the ***insured***;

~~(c) to~~ 3. ***bodily injury*** and/or ***property damage*** arising out of the conduct of any partnership ~~or~~, corporation, joint venture, limited liability partnership (LLP) or limited liability company (LLC) in which the ***insured*** is a partner ~~or~~, member, or shareholder and which is not designated in this policy as a ***named insured***.

~~**DEFINITIONS**~~

~~The following additional ***insured*** is added to the definition of ***insured*** in the DEFINITIONS section of the General Liability Coverage.~~

~~Each of the following is an ***insured*** under this endorsement to the extent set forth below:~~

~~(a) if the ***named insured*** is designated in the declarations as an individual, the person so designated but only with respect to the conducting of ***business*** of which he is the sole proprietor;~~

~~(b) if the ***named insured*** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member BUT only with respect to his/her liability as such;~~

~~(c) if the ***named insured*** is designated on the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder while acting within the scope of his/her duties; and~~

~~(d) any employee of the ***named insured*** while acting within the scope of his/her duties.~~

~~The following definitions apply to Morticians' or Cemetery Coverage;~~

~~***Deceased human body*** includes ashes of a deceased human body after legal cremation and any part of a human body severed from the body.~~

~~***Damages*** includes damages for death and for loss of services directly resulting from ***bodily injury*** or mental anguish and for loss of services directly resulting from ***property damage***.~~