~~MORTICIANS'~~MORTICIAN OR CEMETERY ~~COVERAGE~~PROFESSIONAL LIABILITY

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

SCHEDULE

Limits Of Liability ~~Coverage.~~
$ _____ Each ***Occurrence***
$ _____ Aggregate

DEFINITIONS

~~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 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*** 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***.~~

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) ***bodily injury***, including mental anguish; or~~
~~(b) ***property damage*** to property of others which is not in the care, custody or control of the ***insured***; or~~
~~(c) ***property damage*** to urns, caskets, linings or fittings, casket cases, crypts, mausoleums or other facilities belonging to others in the custody or control of the ***insured***, for the purpose of burying or caring for a deceased human body;~~
~~(d) ***professional malpractice***, error or mistake in~~The following definitions apply to this policy form:

1. ***Deceased human body*** includes ashes of a body after legal cremation and any part of a corpse severed from the body.
2. ***Mortician or cemetery services*** means all activities:
   a. Related to the ***insured's business*** as a mortician;
   b. Related to the ***insured's business*** as a cemetery or crematorium owned or operated by the ***insured***, including, but not limited to, cemetery burials and cremations;

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c. Related to the embalming, handling, disposition, burial, disinterment or removal of any ***deceased human body*** or conduct of any memorial service by the ***insured***, even ~~though~~if no ***deceased human body*** ~~actually be~~was present, or because of any injury to, destruction of, or interference with the right of burial of a ***deceased human body***; ~~or~~and

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

~~AND ***we*** shall have the right and duty~~ connected 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 any claim or ***suit*** as ***we*** judge expedient, BUT ***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.~~a. or b. above.

WHAT *WE* PAY FOR

The following coverage is added to Coverage L-***Bodily Injury*** And ***Property Damage***.

1. ***We*** pay those sums when the ***insured*** is legally obligated to pay damages because of ***bodily injury*** or ***property damage*** arising out of the rendering or failure to render ***mortician or cemetery services***.

WHAT *WE* DO NOT PAY FOR

The following exclusions ~~are added to the EXCLUSIONS shown in the General~~apply to Mortician Or Cemetery Professional Liability.

1. The Coverage L exclusions apply to Mortician Or Cemetery Professional Liability, except:

~~Morticians' or Cemetery Coverage DOES NOT APPLY:~~

~~(a) to ***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 ***damages***~~ a. The exclusion titled ***Property Damage*** is deleted and replaced by the following:

1) ***Property Damage-Property damage*** to:

a) Property ***you*** own, rent, or occupy including costs ***you*** or any person or organization incur to remediate, replace or restore such property. This includes expenses ***you*** incur in efforts to avoid injury or to mitigate damage to the property of others;

b) Premises ***you*** sell, give away or abandon, if the ***property damage*** arises out of any part of those premises. However, this exclusion does not apply if the premises are ***your work*** and were never occupied, rented or held for rental by ***you***;

c) Property loaned to ***you*** or property in ***your*** care, custody or control.
However, this does not apply to ***property damage*** to urns, caskets, linings or fittings, casket cases, crypts, mausoleums or burial facilities belonging to others in the care, custody or control of the ***insured***, for the purpose of burying or maintaining the grave of a ***deceased human body***;

d) The part of real property on which ***you***, or contractors or subcontractors working directly or indirectly on ***your*** behalf, are conducting ongoing operations and such ***property damage*** results from those operations; or

e) The part of any property requiring repair, restoration or replacement because of the improper performance of ***your work*** on that property.

Paragraphs c), d) and e) of this exclusion do not apply to liability assumed under a sidetrack agreement.

b. The exclusion titled ***Professional Service*** is deleted and replaced by the following:

1) ***Professional Service-Bodily injury*** or ***property damage*** due to the rendering of or failure to render any ***professional service***, except for ***mortician or cemetery services***. This exclusion applies even if the claims against an ***insured*** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of other persons by an ***insured***.

2. ***We*** do not pay for:

a. ***Bodily injury*** or ***property damage*** arising out of the violation of any federal, state, or local statute, ordinance or regulation.

b. ***Property damage*** to any property or facility owned by~~ or~~, rented to~~ the ***insured***~~ or held ~~by him~~ on consignment prior to sale~~;~~ by the ***insured***.

~~(c) to ***bodily injury*** or ***property damage*** arising out of the conduct of any partnership or joint venture in which the ***insured*** is a partner or member and which is not designated in this policy as a ***named insured***.~~

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DEFINITIONS

HOW MUCH *WE* PAY FOR LOSS OR CLAIM ~~The following additional ***insured*** is added to the definition of ***insured*** in the DEFINITIONS~~

This section ~~of the General~~is in addition to all applicable provisions of How Much ***We*** Pay For Loss Or Claim in ***your*** policy. Settlement of Mortician Or Cemetery Professional Liability ~~Coverage.~~

~~Each of the following is an ***insured*** under~~ losses covered by 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~~will be made in accordance with ~~respect to the conducting of ***business*** of which he is the sole proprietor;~~the following provisions:

~~(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***.~~

1. The Aggregate limit of liability shown in the Schedule is the most ***we*** pay for damages during a policy period for Mortician Or Cemetery Professional Liability.
2. The Each ***Occurrence*** limit of liability shown in the Schedule, subject to 1. above, is the most ***we*** pay for damages for Mortician Or Cemetery Professional Liability arising out of a single ***occurrence***.
3. Payments made under Mortician Or Cemetery Professional Liability, as stated in 1. and 2. above, will reduce the Coverage L each ***occurrence*** and aggregate limits of liability.

All other ***terms*** and conditions remain unchanged.

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