MORTICIANS' OR CEMETERY COVERAGE PROFESSIONAL LIABILITY

Refer to the Supplemental Declarations if information is not shown on this form.
We provide coverage under thisThis endorsement is subject to the ***terms*** contained in the Liability coverage.
This endorsement forms a part of the***your*** policy identified below:.

Policy No. _____.

Named Insured _____.

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.

Our liability is limited as follows:

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.

SCHEDULE

Limits Of Liability
$ _____ Each ***Occurrence***
$ _____ Aggregate

DEFINITIONS

The following additional ***insured*** is addeddefinitions apply to the definition of ***insured*** in the DEFINITIONS section of the Liability coverage.this policy form:

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:

1. ***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

2. ***Mortician or cemetery services*** directly resulting from ***bodily***means all activities:
   a. Related to the ***insured's business*** as a mortician;

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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;
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 if no ***deceased human body*** was present, or because of any injury ~~and/or ***property damage***~~to, destruction of, or interference with the right of burial of a ***deceased human body***; and
d. By the ***insured*** as a member of a formal accreditation or similar professional board or committee connected to a. or b. above.

WHAT *WE* PAY FOR

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

1. ***We*** pay ~~on behalf of~~those sums when the ***insured*** ~~all sums which the ***insured*** shall become~~ is legally obligated to pay ~~as~~ damages because of~~:~~

~~1. ***bodily injury***, including mental anguish;~~

~~2.~~ or ***property damage*** ~~to property~~arising out of ~~others which is not in~~ the ~~care, custody~~rendering or ~~control of the ***insured***;~~

~~3. ***property damage***~~failure to ~~urns, caskets, linings or fittings, casket cases, crypts, mausoleums~~render ***mortician or*** ~~burial facilities belonging to others in the custody or control of the ***insured***, for the purpose of burying or maintaining the grave of a ***deceased human body***;~~***cemetery services***.

~~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~~

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

~~***We*** shall have the right and duty to defend any ***suit*** against the ***insured*** seeking such ***damages***. ***We*** may make investigation and settle any claim or suit 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.~~

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~~apply to ~~the EXCLUSIONS shown in the Liability coverage. Morticians' or~~ Mortician Or Cemetery ~~Coverage DOES NOT APPLY to:~~Professional Liability.

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

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~~, death,~~ or ~~mental anguish~~to mitigate damage to the property of ~~any ***employee*** of~~others;
      b) Premises ***you*** sell, give away or abandon, if the ~~***named***~~ ***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*** ~~while engaged in the~~, 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.

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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 ~~of the ***insured*** or to any obligation for which the~~, training or monitoring of other persons by an ***insured*** ~~or any company may be held liable under any Workers' Compensation Law;~~.

2. ~~***damages***~~ ***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, rented to or held on consignment prior to sale by the ***insured*** ~~by the ***insured***;~~.

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

HOW MUCH *WE* PAY FOR LOSS OR CLAIM

This section 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 losses covered by this endorsement will be made in accordance with the following provisions:

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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