~~DRUGGISTS'~~PHARMACISTS' LIABILITY

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 ~~DRUGGISTS'~~PHARMACISTS' LIABILITY

The Limits of Liability stated in the Declarations for Coverage L DO NOT APPLY to ~~DRUGGISTS'~~PHARMACISTS' LIABILITY.
The Limits of Liability for ~~DRUGGISTS'~~PHARMACISTS' LIABILITY 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 for ~~Druggists'~~Pharmacists' Liability applicable to ~~"~~each claim~~"~~ is ***our*** limit of liability for all damages because of each covered claim or ***suit*** ~~covered~~. The limit of liability stated in the schedule as ~~"~~an aggregate~~"~~ is, subject to the above provision respecting ~~"~~each claim~~"~~, ***our*** total limit of liability for all damages. ~~Such~~The aggregate limit of liability shall apply separately to each ***insured retail*** ~~*drug store*~~***pharmacy***.

~~DRUGGISTS'~~PHARMACISTS' LIABILITY

We will pay on behalf of the ***insured*** all sums which the ***insured*** shall become legally obligated to pay as damages because of ***bodily injury*** and/or ***property damage*** ~~to which this insurance applies,~~ arising out of goods or products ~~(including drugs and medicines) or containers~~ prepared, sold, handled or distributed by the ***named insured*** at or from an ***insured retail*** ~~*drug store*~~, ~~**BUT***pharmacy*. However, coverage applies only if the ***bodily injury*** and/or ***property damage*** occurs after physical possession of such goods or products has been relinquished to others. ***We*** shall have the right and duty to defend any ***suit*** against the ***insured*** seeking damages on account of ~~such~~ ***bodily injury*** and/or ***property damage***, ~~even if any of the allegations of the *suit* are groundless, false or fraudulent,~~ and ***we*** may make ~~such~~ any investigation and ~~settlement of~~ settle any claim or ***suit*** ~~as~~ 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.~~.

DEFINITIONS

For Pharmacists' Liability, the definition of ***insured*** in the DEFINITIONS section of the Liability coverage is deleted and replaced with the following:

1. the ***named insured*** and, if the ***named insured*** is an individual, his/her spouse but only with respect to his/her liability in connection with the operation of an ***insured retail pharmacy***;
2. if the ***named insured*** is designated in the declarations as a partnership, any partner or member, but only with respect to his/her liability as a partner or member;
3. if the ***named insured*** is designated in the declarations as other than an individual or partnership, any executive officer, director or stockholder while acting within the scope of their duties.

When used in connection with Pharmacists' Liability ***insured retail pharmacy*** means:

1. the retail pharmacy designated in the Declarations;
2. any retail pharmacy which the ***named insured*** has discontinued using; and
3. any premises which the ***named insured*** acquires during the policy period for use as a retail pharmacy if:
   a. the ***named insured*** notifies ***us*** within 30 days after such acquisition; and
   b. the ***named insured*** has no other valid and collectible insurance applicable to the loss.

WHAT *WE* DO NOT PAY FOR

The following exclusions are added to the EXCLUSIONS shown in the ~~General~~ Liability ~~Coverage~~coverage.

~~Druggists'~~Pharmacists' Liability Coverage DOES NOT APPLY:

~~(a)~~1. to liability assumed by the ***insured*** under any contract or agreement~~, BUT~~. However, this exclusion DOES NOT APPLY to a warranty of fitness or quality of goods or products;

~~(b)~~2. to ***bodily injury*** and/or ***property damage*** caused by the willful violation of a ~~penal~~ statute or ordinance committed by or with the knowledge or consent of any ***insured*** or a store manager employed by the ***named insured***;

~~(c)~~3. to ***property damage*** to:

~~(1)~~a. property owned ~~or~~, occupied by or rented to the ***insured***;

~~(2)~~b. property used by, entrusted to or loaned to the ***insured***;

~~(3)~~c. property in the care, custody or control of the ***insured*** or as to which the ***insured*** is for any purpose exercising physical control; or

~~(4)~~ d. any goods or products ~~(including drugs or medicines) or containers~~ prepared, sold, handled or distributed by the ***named insured***, arising out of such goods~~,~~ or products or ~~containers or~~ any part of such goods, products. Goods or products also includes containers~~.~~, labels or instructions provided with the goods and services.

~~(d)~~4. to ***bodily injury*** and/or ***property damage*** arising out of goods or products ~~(including drugs and medicines) or containers~~ prepared, sold, handled or distributed by the ***named insured*** at or from an ***insured retail ~~drug store~~ or pharmacy***. ***We*** do not provide coverage for any reliance ~~up~~on a representation or warranty made at any time with respect to such goods or products, if the ***bodily injury*** and/or ***property damage*** occurs before physical possession of such goods or products has been relinquished to others.

~~DEFINITIONS~~

~~For Druggists' Liability the definition of ***insured*** in the DEFINITIONS section of the General Liability Coverage is deleted and replaced with the following:~~

~~(a) the ***named insured*** and, if the ***named insured*** is an individual, his spouse;~~

~~(b) if the ***named insured*** is designated in the declarations as a partnership, any partner or member, but only with respect to his liability as such;~~

~~(c) if the ***named insured*** is designated in the declarations as other than an individual or partnership, any executive officer, director or stockholder while acting within the scope of his duties.~~

~~When used in reference to Druggists' Liability ***insured retail store*** means:~~

~~(a) the retail drug store designated in the Declarations;~~

~~(b) any retail drug store which the ***named insured*** has discontinued using; and~~

~~(c) any premises which the ***named insured*** acquires during the policy period for use as a retail drug store if:~~

~~(1) the ***named insured*** notifies ***us*** within 30 days after such acquisition, and~~

~~(2) the ***named insured*** has no other valid and collectible insurance applicable to the loss.~~