DRUGGISTS'PHARMACIST PROFESSIONAL LIABILITY

Refer to the Supplemental Declarations if information is not shown on this form.
For an additional premium, ***we*** provide coverage under thisThis endorsement is subject to the ***terms*** contained in the General Liability Coverage.
This endorsement forms a part of the***your*** policy identified below:.
Policy No. _____.

Named Insured _____.

SCHEDULE

HOW MUCH *WE* PAY FOR LOSS OR CLAIM FOR DRUGGISTS' LIABILITY

The Limits ofOf Liability stated in the Declarations for Coverage L DO NOT APPLY to DRUGGISTS' LIABILITY.
The Limits of Liability for DRUGGISTS' LIABILITY are shown below.

_____ Limits of Liability

$ _____ _____each ***claim***

_____Each ***Occurrence***

$ _____ _____***aggregate***Aggregate

Regardless of the number of ***insureds*** under this insurance, ***our*** liability is limited as follows:

The limit of liability stated for Druggists' Liability applicable to "each claim" is ***our*** limit of liability for all damages because of each claim or ***suit*** covered. The limit of liability stated in the schedule as "***aggregate***" is, subject to the above provision respecting "each ***claim***", ***our*** total limit of liability for all damages. Such ***aggregate*** limit of liability shall apply separately to each ***insured retail drug store***.

DRUGGISTS' 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*** 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** only if the ***bodily injury*** 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*** or ***property damage***, even if any of the allegations of the ***suit*** are groundless, false or fraudulent, and may make such investigation and settlement of 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.

WHAT *WE* DO NOT PAY FOR

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

Druggists' Liability Coverage DOES NOT APPLY:

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

(b) to ***bodily injury*** 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) to ***property damage*** to:

(1) property owned or occupied by or rented to the ***insured***;

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(2) property used by or loaned to the ***insured***;
(3) 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) any goods or ***products*** (including drugs or medicines) or containers prepared, sold, handled or distributed by the ***named insured***, arising out of such goods, ***products*** or containers or any part of such goods, ***products*** or containers.

(d) to ***bodily injury*** 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 reliance upon a representation or warranty made at any time with respect to such goods or ***products***, if the ***bodily injury*** or ***property damage*** occurs before physical possession of such goods or ***products*** has been relinquished to others.

DEFINITIONS

The following definitions apply to this policy form:

1. ***Pharmaceutical services*** means all activities related to the ***insured's business*** as a pharmacist as permitted under state or federal law. For the purposes of this endorsement, ***pharmaceutical services*** are not considered professional health care services.

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 ***pharmaceutical services***.

WHAT *WE* DO NOT PAY FORDruggists'

The following exclusions apply to Pharmacist Professional Liability the definition of ***insured*** in the DEFINITIONS section of the General.

1. The Coverage L exclusions apply to Pharmacist Professional Liability Coverage, except:
   a. The exclusion titled ***Professional Service*** is deleted and replaced withby the following:
      (a) 1) ***Professional Service-Bodily injury*** or ***property damage*** due to the ***named insured*** rendering of or failure to render any ***professional service***, except for ***pharmaceutical services***.
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 goods or products prepared, sold, handled or distributed by ***you***, arising out of such goods or products or any part of such goods or products. Goods or products also includes containers, labels or instructions provided with the goods and, services.
   c. ***Bodily injury*** or ***property damage*** arising out of any ***insured's*** consulting, diagnostic, referral or similar service. This includes performing tests, prescribing or administering of any drugs, products or services as permitted under state or federal law.
      However, this exclusion does not apply to the administration of vaccinations permitted under state or federal law.

These exclusions apply even if the ***named*** claims against an ***insured*** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of other persons by an ***insured***.

HOW MUCH *WE* PAY FOR LOSS OR CLAIM

This section is an individual, his spouse;in addition to all applicable provisions of How Much ***We*** Pay For Loss Or Claim in ***your*** policy. Settlement of Pharmacist Professional Liability losses covered by this endorsement will be made in accordance with the following provisions:

(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 1. The Aggregate limit of liability shown in the Declarations;
(b) any retail drug store whichSchedule is the ***named insured*** has discontinued using; and
(c) any premises which the ***named insured*** acquiresmost ***we*** pay for damages during thea policy period for use as a retail drug store if:Pharmacist Professional Liability.

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~~(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.~~

2. The Each ***Occurrence*** limit of liability shown in the Schedule, subject to 1. above, is the most ***we*** pay for damages for Pharmacist Professional Liability arising out of a single ***occurrence***. All related incidents arising out of the rendering or failure to render ***pharmaceutical services*** to any one person will be considered a single ***occurrence***.
3. Payments made under Pharmacist 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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