PHARMACISTS'PHARMACIST 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 _____.

SCHEDULE

Limits ofOf Liability

_____ $ _____ each claim

_____ $ _____ aggregate

$ _____ Each ***Occurrence***

$ _____ Aggregate

DEFINITIONS

The following definitions apply to this policy form:
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.

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.

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*** arising out of goods or products prepared, sold, handled or distributed by the ***named insured*** at or from an ***insured retail 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 ***bodily injury*** and/or ***property damage***, and ***we*** may make any 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.

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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 FOR

The following exclusions ~~are added~~apply to ~~the EXCLUSIONS shown in the~~ Pharmacist Professional Liability ~~coverage~~.

~~Pharmacists' Liability~~ 1. The Coverage ~~DOES NOT APPLY:~~

~~1.~~ L exclusions apply to ~~liability assumed by the ***insured*** under any contract or agreement. However, this exclusion DOES NOT APPLY to a warranty of fitness or quality of goods or products;~~Pharmacist Professional Liability, except:

~~2. to ***bodily***~~ a. The exclusion titled ***Professional Service*** is deleted and replaced by the following:

1) ***Professional Service-Bodily injury*** ~~and/~~or ***property damage*** ~~caused by the willful~~ due to the 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 ~~a~~any federal, state, or local statute ~~or~~, ordinance ~~committed by or with the knowledge or consent of any ***insured*** or a store manager employed by the ***named insured***;~~ or regulation.

~~3. to ***property damage*** to:~~

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

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

~~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~~

~~d.~~ ***Property damage*** to any goods or products prepared, sold, handled or distributed by ~~the ***named insured***~~***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.

~~4. to ***bodily***~~c. ***Bodily injury*** ~~and/~~or ***property damage*** arising out of ~~goods~~any ***insured's*** consulting, diagnostic, referral or similar service. This includes performing tests, prescribing or administering of any drugs, products ~~prepared, sold, handled or distributed by the ***named insured*** at~~ or ~~from an ***insured retail pharmacy***. ***We*** do~~services as permitted under state or federal law.

However, this exclusion does not ~~provide coverage for any reliance on a representation or warranty made at any time with respect to such goods~~apply to the administration of vaccinations permitted under state or ~~products,~~federal law.

These exclusions apply even if the ~~***bodily injury*** and/~~claims against an ***insured*** allege negligence or ~~***property damage*** occurs before physical possession of such goods~~other wrongdoing in the supervision, hiring, employment, training or ~~products has been relinquished to others.~~monitoring of other persons by an ***insured***.

HOW MUCH *WE* PAY FOR LOSS OR CLAIM ~~FOR PHARMACISTS' LIABILITY~~

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

~~***Our*** liability is limited as follows:~~

~~The limit of liability stated for Pharmacists' Liability applicable to each claim is ***our*** limit of liability for all damages because of each covered claim or ***suit***. 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. The aggregate limit of liability shall apply separately to each ***insured retail pharmacy***.~~

This section is 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:

1. The Aggregate limit of liability shown in the Schedule is the most ***we*** pay for damages during a policy period for Pharmacist 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 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***.

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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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