

PHARMACIST PROFESSIONAL LIABILITY

Refer to the Declarations if information is not shown on this form. This endorsement is subject to the *terms* contained in *your* policy.

SCHEDULE

| Limits Of Liability | |
|---------------------|------------------------|
| \$ | Each <i>Occurrence</i> |
| \$ | Aggregate |

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 FOR

The following exclusions apply to Pharmacist Professional Liability.

- 1. The Coverage L exclusions apply to Pharmacist Professional Liability, except:
 - a. 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 **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 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 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*.

3. The Limits Of Liability specified in the Schedule are in addition to, and will not reduce, the Coverage L limits of liability.

All other terms and conditions remain unchanged.