



MORTICIAN OR CEMETERY 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 *Occurrence*

\$ _____ Aggregate

DEFINITIONS

The following definitions apply to this policy form:

1. **Deceased human body** includes ashes of a body after legal cremation and any part of a corpse severed from the body.
2. **Mortician or cemetery services** means all activities:
 - a. Related to the *insured's business* as a mortician;
 - 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 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 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 apply to Mortician Or Cemetery Professional Liability.

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 or to mitigate damage to the property of others;
 - b) Premises *you* sell, give away or abandon, if the *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*, 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.

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, training or monitoring of other persons by an *insured*.

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 property or facility owned by, rented to or held on consignment prior to sale by the *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.