



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.