



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 **Occurrence**

\$ _____ 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. 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.