

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHARMACISTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

- A. Paragraph A. Coverages** also applies to "bodily injury", "property damage" or "personal and advertising injury" caused by the rendering of or failure to render professional services in connection with the practice of pharmacy, but only in the operations of a retail pharmacist or pharmacy.
- B. With respect to the coverage provided by this endorsement, Paragraph B. Exclusions** is amended as follows:
1. The following exclusions do not apply:
 - a. Paragraph (9) under 1.j. **Professional Services**;
 - b. Paragraph (6) under 1.k. **Damage To Property**; and
 - c. Paragraph 1.m. **Damage To Your Work**.
 2. The following exclusions are added:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury":

 - a. Caused by the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of any insured.
 - b. Arising out of any insured's consulting, diagnostic, referral or similar service, including performing blood tests, prescribing or administering of any drugs and managing drug therapy, as required or permitted under any applicable statutes. However, this Paragraph b. does not apply to the administering of vaccinations in accordance with any applicable state or federal law.
 - c. Arising out of any goods or products prescribed by any insured as permitted by any applicable statute.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph a., b. or c.

- C. Paragraph 2.a. under C. Who Is An Insured** is replaced by the following:
2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in Paragraph (1)(a) or (1)(b).

(2) "Bodily injury", "property damage" or "personal and advertising injury" caused by his or her providing of or failure to provide professional health care services, other than professional health care services performed in his or her capacity as a pharmacist and not excluded in Paragraph **B.2.** of this endorsement.

(3) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

D. For the purpose of determining the limits for the insurance provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence" with respect to "bodily injury" or "property damage" and one offense with respect to "personal and advertising injury".