

CEMETERY PROFESSIONAL LIABILITY ENDORSEMENT

It is a condition of this endorsement that this insurance applies only to bodily injury or property damage which occurs on or after the effective date and on or before the expiration date stated in the policy declarations to which this form is attached.

INSURING AGREEMENTS

For an additional premium and subject to all the provisions and stipulations contained herein and applicable to the Liability Section of the policy, it is agreed that **we** will pay on behalf of **you** all sums which **you** shall become legally obligated to pay as damages because of:

- a. bodily injury (including mental anguish) or property damage arising out of professional error or mistake committed by or on behalf of **you** in the conduct of **your** cemetery operations;
- b. property damage to any deceased human body, clothing, and personal effects or cremated remains thereof, or to any casket, urn, vault or the like container while in **your** care custody in connection with **your** cemetery operations.

EXCLUSIONS

This insurance does not apply to:

- a. property damage to property owned by or rented to **you** or held by **you** for sale or advertising display or , except as provided under Insuring Agreement "b." above, to property in **your** care, custody or control.
- b. bodily injury or property damage caused by the willful violation of any law or ordinance or the committing of a criminal act by or with **your** knowledge. It is understood that this exclusion shall not apply to any act done in good faith at the request of a public official having apparent authority to permit such act;
- c. bodily injury or property damage arising out of the use of vehicles, but this exclusion (1) does not apply under Insuring Agreement "a." above, to mental anguish which does not amount to and is unaccompanied by physical injury, and (2) does not apply to property damage as provided under Insuring Agreement "b.";
- d. bodily injury to any of **your** employees arising out of and in the course of their employment by **you**;
- e. any obligation for which **you** or any carrier as **your** insurer may be held liable under any Worker's Compensation, Unemployment Compensation, or Disability Benefits Law, or under similar laws.

LIMIT OF LIABILITY

The occurrence limit of liability stated on the Declarations Page is the total limit of **our** liability for all damages as a result of any one occurrence on account of each claim or suit arising out of acts or omissions with respect to any one deceased human body. This limit of liability is the annual aggregate limit of **our** liability for all such damages.

Coverage afforded under any other liability insurance made a part of this policy does not apply to the coverage provided by this endorsement. Except as stated in this form, the policy does not apply to damages arising out of the rendering or failure to render any professional services.