

MORTCIANS LIABILITY ENDORSEMENTS

In consideration of the payment of premium, **we** agree with **you** to provide coverage as outlined within this endorsement and scheduled on the Declaration Page:

INSURING AGREEMENTS

COVERAGE A

To pay on behalf of **you** all sums which **you** shall become legally obligated to pay as damages:

- (a) for bodily injury, sickness, disease or death, including mental anguish;
- (b) for injury to or destruction of property of others which is not in **your** care, custody or control, because of any professional malpractice, error or mistake in the embalming, handling, disposition, burial, disinterment or removal of any deceased human body, or any conduct of any memorial service by **you**, even though no deceased human body actually be present, or because of any injury to, destruction of, or interference with the right of burial of a deceased human body.

COVERAGE B

To pay on behalf of **you** all sums which **you** shall become legally obligated to pay as damages because of injury to or destruction of urns, caskets, linings or fitting, casket cases, crypts, mausoleums, or other facilities for the care or burial of a deceased human body, belonging to others and in **your** care, custody or control, for the purpose of burying or caring for a deceased human body.

Under Coverage A and B, **we** shall have the right and duty to defend any suit against **you** seeking damage for bodily injury, sickness, disease or death, including mental anguish, and for injury to or destruction of property, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but **we** shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of **our** liability has been exhausted by payment of judgments or settlements.

LIMITS

Our liability under this endorsement for all damages arising out of any one claim is limited to the amount stated on the Declaration Page for each policy term. This same limit is also the annual aggregate limit.

EXCLUSIONS

This endorsement does not apply:

- (a) to any **occurrence** in connection with which **you** have knowingly violated any law or ordinance or have committed any criminal act. It is understood that this exclusion shall not apply to an act done in good faith at the request of the public official having apparent authority to require or permit such act;
- (b) to any liability assumed by **you** under any contract or agreement;
- (c) under Coverage A, to occurrence arising out of ownership, maintenance, operation, use, loading or unloading of:
 - 1. any automobile owned or operated by or rented or loaned to **you**;
 - 2. any automobile operated by any person in the course of his employment for **you**;
 but this exclusion does not apply to any occurrence resulting solely in mental anguish, unaccompanied by bodily injury, sickness or disease;
- (d) under Coverage A, to bodily injury to or sickness, disease, death, or mental anguish of any employee of **yours** while engaged in **your** employment, or to any obligation for which **you** or any company as **your** insurer may be held liable under any Workmen's Compensation Law;
- (e) Under Coverage B, to any property or facility owned by or rented to **you** or held by **you** on consignment prior to sale.

POLICY PERIOD

This insurance applies only to occurrences which occur during the policy period within the policy territory.

POLICY TERRITORY

This insurance applies only to occurrences which occur with the United States of America, its territories or possessions, or Canada.

DEFINITIONS

- (a) The term "**deceased human body**" as used in the Insuring Agreements includes ashes of a deceased human body after legal cremation and any part of human body severed therefrom.
- (b) The term "**damaged for bodily injury, sickness, disease, death, or mental anguish or injury to or destruction of property**" as used in the Insuring Agreements includes damages for loss of services directly resulting from such bodily injury, sickness, disease, death or mental anguish for loss of use directly resulting from such injury to or destruction of property.
- (c) The term "**occurrence**" means an event causing bodily injury, sickness, disease, death, or mental anguish or injury to or destruction of property, liability for which is insured under this policy.
- (d) The unqualified word "**you**" includes the named insured and also includes any partner, executive officer, director, stockholder or employee thereof while acting within the scope of his duties as such.

POLICY PROVISIONS

None of the insuring agreements and exclusions of any other coverage part of the definitions and items of the policy apply to the insurance afforded by this endorsement, except that the definitions entitled "automobile," "mobile equipment," and "you," and the conditions entitled "Premium," "Inspection and Audit," "Duties in the Event of Loss or Damage," "Action Against Company," "Other Insurance," "Subrogation," "Change," "Assignment," "Cancellation," and "Declarations" shall apply.

Except as stated in this form, the policy does not apply to damages out of the rendering of failure to render professional services.