

Mortician's Professional Liability
Coverage Part Declarations

Policy No.

Limits of Insurance

Each Professional Incident Limit \$

Aggregate Limit \$

Effective Date

Location of All Premises You Own, Rent or Occupy

Premium

Estimated
Number of
Bodies

Rate

Rating Basis

Advance
Premium
\$

Each, For the First 100 Bodies
Each, For the Next 200 Bodies
Each, For the Next 300 Bodies
Each, For all Bodies in Excess of 600

Annual Minimum Premium \$

Total Advance Premium \$

Form and Endorsements

Forms and Endorsements apply to this Coverage Part and made part of this policy at time of issue:

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations.

The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is an Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

Section I – Coverage

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1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "professional incident" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments. This

insurance applies to a "professional incident" only if it takes place:

- 1) In the "coverage territory"; and
- 2) During the policy period.

We will have the right and duty to defend any "suit" seeking those damages. But:

- 1) The amount we will pay for damage is limited as described in Section III Limits of Insurance.
- 2) We may investigate any claim or "suit" at our discretion; and
- 3) Our right and duty to defend and when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- b. Damages because of a "professional incident" include damages claimed by any person or organization for care, loss services or death resulting at any time from the "professional incident"

2. Exclusions.

This insurance does not apply to:

- a. Any claim in connection with which an insured has knowingly:
- 1) Violated any law or ordinance; or
 - 2) Committed any criminal act.

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This exclusion does not apply to an act:

- 1) Done in good faith; when
 - 2) Requested by a public official who appears to have authority to require or permit such act.
- b. Liability assumed by the insured under any contract or agreement.
- c. Any claim in connection with an "auto" arising out of its:
- 1) Ownership; or
 - 2) Maintenance or use; or
 - 3) Loading or unloading
- This exclusion does not apply to an incident resulting:
- 1) In injury to, or destruction of, such property that is the subject of paragraph c. of "professional incident" (Section V – Definitions); or
 - 2) Solely in mental anguish, without bodily injury, sickness or disease.
- d. 1) Bodily injury, sickness, disease, death or mental anguish to; or
- 2) Injury to, or destruction of, the property of: any of your employees, partners, stockholders or officers arising out of and in the course of their duties as such.
- e. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

Supplementary Payments

We will pay, with respect to any claim of "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$100 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid to others at the time of a "professional incident" to which this insurance applies.
8. These payments will not reduce the limits of insurance.

Section II – Who is an Insured

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insured, but only with respect to their duties as your officers or directors. You stockholders are also insured, but only with respect to their liability as stockholders.
2. Your employees, other than your executive officers, are also insureds, but only for acts within the scope of their employment by you.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision afforded only until the 90th day after you acquire or form the organization, or at the end of the policy period, whichever is earlier
 - b. Coverage does not apply a "professional incident" that occurred before you acquired or formed the organization.
4. Persons or organizations included under paragraphs 1., 2. and 3. of this Section are insureds only with the respect to claims arising out of a "professional incident".

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as Named Insured in the Declarations.

Section III – Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits"
2. The limit of insurance shown in the Declarations for Each "Professional Incident" is the most we will pay for all damages incurred as the result of any one "professional incident".
3. The Aggregate limit shown in the Declarations is, subject to paragraph 2. of this Section, the total limit of our liability for all damages.

The limits of this Coverage Part apply separately to each consecutive annual period; and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

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Section IV – Morticians' Professional Liability Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In the Event of Incident, Professional Incident, Claim or Suit.

- a. You must see to it that we are notified promptly of an incident of "professional incident" which may result in claim. Notice should include:
 - 1) How, when and where the incident or "professional incident" took place; and
 - 2) The names and addresses of any injured persons, witnesses or persons who may provide us with additional information.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit"
 - 2) Authorize us to obtain records and other information.
 - 3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of a "professional incident" to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an "agreed settlement" or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance.

4. Other Insurance.

If your other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

- a. This Insurance is Primary.
Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.
- b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of this applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The following are duly qualified and licensed morticians in the towns, cities or states in which you are authorized to do business, as shown in the Declarations:
 - 1) You, if you are designated in the Declarations as and individual; and
 - 2) A partner or executive officer, if you are designated in the Declarations as, respectively, a partnership or a corporation.
- b. With respect to Representation a. 2) such partner or executive officer will supervise the embalming, care and handling of all "deceased human bodies"
- c. The statements in the Declarations are accurate and complete;
- d. Those statements are based upon representations you made to us; and
- e. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery against Others to Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our

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request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. Your Consent to Claim settlement.

- a. We will not settle any claim without written consent of the first Named Insured.
- b. The following applies if the first Named Insured refuses to consent to any settlement that we recommend, and elects to contest the claim or continue any legal proceeding in connection with such claim:
 - 1) Our liability for the claim will not be more than the amount for which the claim could have been so settled, subject to the Limits of Insurance of this Coverage Part; plus
 - 2) The costs and expenses incurred with our consent up to the date of such refusal.

Section V – Definitions

1. "Agreed settlement" means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada; or
 - b. International waters or airspace provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above.
4. "Deceased human body" includes:
 - a. Its ashes after legal cremation; or
 - b. Any part severed from a human body.
5. "Insured contract" means a contract which is:
 - a. Usual to the insured's business as **mortician; and**
 - b. In connection with a "deceased human body"; and
 - c. Providing for:
 - 1) Embalming; or
 - 2) Handling or disposition; or
 - 3) Care, custody or control; or
 - 4) Burial, disinterment or removal; or
 - 5) Conducting a memorial service; or
 - 6) Transportation of a body by others.

An "insured contract" does not include any promise or agreement to pay for mental anguish.

6. "Professional incident" means:

- a. Any professional malpractice, error or mistake which:
 - 1) Causes:
 - a) Bodily Injury, sickness, disease, death or mental anguish, including resulting loss of services; or
 - b) Injury to, or destruction of, property of others which is not in the insured's care, custody or control including resulting loss of use; and which
 - 2) Arises out of with respect to a "deceased human body".

- a) Embalming; or
 - b) Handling or disposition; or
 - c) Care, custody or control; or
 - d) Burial, disinterment or removal; or
 - e) A memorial service conducted by the insured, whether or not a body is present; or
 - f) Injury to or destruction of such body or interference with the right of burial.
- b. Any performance or non-performance of an "insured contract", but only with respect to resulting mental anguish, injury to, or destruction of, property to be used for the care or burial of a "deceased human body".
7. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolutions proceeding in which such damages are claimed and to which you submit with our consent.