PHARMACISTS’ PROFESSIONAL LIABILITY COVERAGE -- LIMITED

The Commercial Liability Coverages are amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

ADDITIONAL DEFINITIONS

1. With respect to coverage provided by this endorsement, the following definition is added:

"Limited retail pharmacy practice" means the selling or handling of any medical drugs and the filling of prescriptions. It includes the administering of vaccinations.

However, "limited retail pharmacy practice" does not include:

a. preparing, prescribing, or preserving any medical drugs;

b. administering any medical drugs other than administering of vaccinations as described above;

c. performing blood tests;

d. consulting, diagnosing, managing medical drug therapy, referring, or any similar service; or

e. the compounding of medical drugs;

by any "insured".

2. With respect to the coverage provided by this endorsement, item b.3) of the definition of "insured" is deleted and replaced by the following:

3) "your" "employees" for acts within the scope of their employment by "you" and "your" "employees" while in the course of performing duties related to the conduct of "your" business.

However, this does not include "your" managers if "you" are a limited liability company or "your" "executive officers" if "you" are an organization other than a partnership, joint venture, or limited liability company.

None of these "employees" are "insureds" for:

a) "bodily injury" or "personal and advertising injury":

(1) to "you", "your" partners or members (if "you" are a partnership or joint venture), "your" members (if "you" are a limited liability company), or fellow "employees" while in the course of employment or while performing duties related to the conduct of "your" business; or

(2) for which there is an obligation to fully or partially reimburse a third party for "damages" arising out of injury described in paragraph 3)a)(1) above or 3)b) below;

b) consequential injury to a spouse, child, parent, brother, or sister of that injured fellow "employee" as described in 3)a)(1) above;

c) "property damage" to property owned by; occupied by; used by; rented to; loaned to; in the care, custody, or control of; or over which physical control is being applied by "you", "your" "employees" or any of "your" partners or members (if "you" are a joint venture or a partnership), or any of "your" members (if "you" are a limited liability company); or

d) "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or failure to render professional healthcare services, except pharmacists' professional healthcare services related to a "limited retail pharmacy practice" operated in connection with "your" business.
COMMERCIAL LIABILITY COVERSAGES

1. Coverage L -- Bodily Injury Liability And Property Damage Liability is extended to apply to "bodily injury" or "property damage" arising out of the rendering of or failure to render pharmacists’ professional healthcare services related to a "limited retail pharmacy practice" operated in connection with "your" business.

2. With respect to the coverage provided by this endorsement, under Coverage L:
   a. Exclusions a., r., and t. do not apply to "bodily injury" or "property damage" arising out of the rendering of or failure to render pharmacists’ professional healthcare services related to a "limited retail pharmacy practice" operated in connection with "your" business.
   b. The following exclusion is added:
      "We" do not pay for "bodily injury" or "property damage" arising out of:
      1) the willful violation, by any "insured" or with the knowledge and consent of any "insured", of any law or regulation;
      2) any goods or products prescribed by any "insured"; or
      3) the "insured’s" negligence or other wrongdoing in the supervision, hiring, or training of another person, if the "bodily injury" or "property damage" arose out of items 1) or 2) described above.

3. Coverage O -- Fire Legal Liability is extended to apply to "property damage" arising out of the rendering of or failure to render pharmacists’ professional healthcare services related to a "limited retail pharmacy practice" operated in connection with "your" business.

4. With respect to the coverage provided by this endorsement, under Coverage O:
   a. Exclusion b. does not apply to "property damage" arising out of the rendering of or failure to render pharmacists’ professional healthcare services related to a "limited retail pharmacy practice" operated in connection with "your" business.
   b. The following exclusion is added:
      "We" do not pay for "property damage" arising out of:
      1) the willful violation, by any "insured" or with the knowledge and consent of any "insured", of any law or regulation;
      2) any goods or products prescribed by any "insured"; or
      3) the "insured’s" negligence or other wrongdoing in the supervision, hiring, or training of another person, if the "property damage" arose out of items 1) or 2) described above.

5 Coverage P -- Personal And Advertising Injury Liability is extended to apply to "personal and advertising injury" arising out of the rendering of or failure to render pharmacists’ professional healthcare services related to a "limited retail pharmacy practice" operated in connection with "your" business.

6. With respect to the coverage provided by this endorsement, under Coverage P:
   a. Exclusion a. does not apply to "personal and advertising injury" arising out of the rendering of or failure to render pharmacists’ professional healthcare services related to a "limited retail pharmacy practice" operated in connection with "your" business.
b. The following exclusion is added:

“We” do not pay for “personal and advertising injury” arising out of:

1) the willful violation, by any "insured" or with the knowledge and consent of any "insured", of any law or regulation;
2) any goods or products prescribed by any "insured"; or
3) the "insured's" negligence or other wrongdoing in the supervision, hiring, or training of another person, if the "personal and advertising injury" arose out of items 1) or 2) described above.

HOW MUCH WE PAY

With respect to the coverage provided by this endorsement, the following is added:

Any act or omission and all related acts or omissions in the rendering of or failure to render pharmacists' professional healthcare services related to a "limited retail pharmacy practice" operated in connection with "your" business to any one person is considered one "occurrence" with respect to "bodily injury" or "property damage" and one offense with respect to "personal and advertising injury".

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