



**OREGON MUTUAL INSURANCE COMPANY
FUNERAL DIRECTORS, MORTICIANS AND CEMETERIES
PROFESSIONAL LIABILITY**

M2299 (3-06)

This endorsement modifies such insurance as is afforded by the Commercial General Liability Coverage Form.

SCHEDULE

| | | | |
|---|------------------------|-------------------------|----------------|
| Limits of Liability | \$ | Each Occurrence | |
| | \$ | Aggregate | |
| Estimated number of bodies cared for, buried or removed during the policy period: | | BODIES | |
| FUNERAL DIRECTORS AND MORTICIANS | RATE (Per Body) | NUMBER OF BODIES | PREMIUM |
| FIRST 100 Bodies | \$ EACH | | \$ |
| NEXT 200 Bodies | \$ EACH | | \$ |
| NEXT 300 Bodies | \$ EACH | | \$ |
| NEXT 400 Bodies | \$ EACH | | \$ |
| OVER 1000 Bodies | \$ EACH | | \$ |
| | ADVANCE PREMIUM | | \$ |
| CEMETERY PROFESSIONAL | RATE (Per Body) | NUMBER OF BODIES | PREMIUM |
| FIRST 100 Bodies | \$ EACH | | \$ |
| NEXT 200 Bodies | \$ EACH | | \$ |
| NEXT 300 Bodies | \$ EACH | | \$ |
| NEXT 400 Bodies | \$ EACH | | \$ |
| OVER 1000 Bodies | \$ EACH | | \$ |
| | ADVANCE PREMIUM | | \$ |
| \$ MINIMUM PREMIUM | | TOTAL ADVANCE PREMIUM | \$ |

It is agreed that:

1. INSURING AGREEMENT

We will pay those sums that the insured becomes legally obligated to pay as damages for:

- (a) bodily injury, sickness, disease or death, including mental anguish, or injury to or destruction of property of others which is not in the care, custody or control of the insured 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 the insured, 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;
- (b) 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 the care, custody or control of the insured, for the purpose of burying or caring for a deceased human body;

- (c) liability assumed under any contract for the embalming, burial care, handling or disposition of a deceased human body or the transportation thereof by another.

2. EXCLUSIONS

This endorsement does not apply to:

- (a) to any occurrence in connection with which the insured within his own knowledge has violated any law or ordinance or has committed any criminal act. This exclusion shall not apply to an act done in good faith at the request of a public official having apparent authority to require or permit such act;

- (b) to injury to or destruction of property owned by or rented to the named insured or held by him for the purpose of advertising, display or sale to others;
- (c) to occurrences arising out of the ownership, maintenance or use of any automobile or animal drawn vehicle while away from any premises owned, rented or controlled by the insured; but this exclusion shall not apply to any occurrence resulting solely in mental anguish, unaccompanied by bodily injury, sickness or disease;

3. LIMITS OF INSURANCE

The limit of liability stated in the Schedule as applicable to "each occurrence" is the limit of the company's liability for all damages arising out of acts or omissions with respect to any one deceased human body; the limit of liability stated in the schedule as "aggregate" is subject to the provision respecting "each occurrence" and is the total limit of the company's liability for all damages covered hereunder.

4. ADDITIONAL CONDITIONS

The premium for this insurance is based upon the number of deceased human bodies handled by the named insured during the policy period.

EXAMPLE