BEAUTY OR BARBER SHOP PROFESSIONAL LIABILITY

Refer to the Supplemental Declarations if information is not shown on this form.
For an additional premium, ***we*** provide coverage under thisThis endorsement is subject to the ***terms*** contained in the General Liability Coverage.
This endorsement forms a part of the***your*** policy identified below:.

Policy No. _____.

Named Insured _____.
_____

SCHEDULE

Limits ofOf Liability

_____ $ _____ each ***claim.***

_____ $ _____ ***aggregate.***

$ _____ Each ***Occurrence***
$ _____ Aggregate

DEFINITIONS

For Beauty or Barber Shop Liability the The following is added to thedefinitions apply to this policy form:

1. ***Beauty or barber shop services*** means treatment, advice or instruction for:
   a. Hair cutting, shaving, shampooing, conditioning, coloring or styling;
   b. Attachment or removal of temporary hair extensions;
   c. Hair and scalp treatments;
   d. Permanent hair waving by any process;
   e. Eyelash and eyebrow tinting using mascara or eyebrow pencils;
   f. Manual face and neck massaging;
   g. The application of cosmetics;
   h. Eyebrow maintenance;
   i. The removal of unwanted hair, except by electrolysis; or
   j. Manicuring and pedicuring.
2. ***Insured***-The definition of ***insured*** in the DEFINITIONS section of the General Liability Coverage:
   1) is extended to include any operator, and ***employee*** of such operator, who rents or leases from the ***named insured you*** booth space, chairs, or any portion of the premises designated in the declarationsDeclarations for the purposepurposes of conducting ***beauty shop services. or barber shop services***, but only with respect to liability arising out of ***beauty or barber shop services***.

When used in reference to Beauty or Barber Shop Liability:
1) ***beauty shop services*** means permanent hair waving by any cold process, heating or steaming methods (whether heat or steam is generated by electricity, gas or the use of machineless chemical heat pads or sachets); hair cutting, styling, trimming, singeing, conditioning, dressing, shampooing, shampoo tinting, bleaching, dyeing, or coloring by liquid dyes, henna treatments or hair crayons; eyelash and eyebrow tinting only when the following ***products*** are used: "Roux Lash and Brow Tint", "Mascara" eyebrow pencils; eyebrow arching, tweezing and plucking; the removal of unwanted hair by shaving or the use of wax or a depilatory preparation; hair and scalp treatments; manual face and neck massaging; application of cosmetics; manicuring and pedicuring; and marcel, finger, and water waving;
2) ***malpractice hazard*** means ***bodily injury*** and ***property damage*** arising out of the rendition of ***professional services*** and the use of preparations or appliances in connection with the services, for which a specific premium charge is made in the policy when

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COVERAGE L-*BODILY INJURY* AND *PROPERTY DAMAGE*

WHAT *WE* PAY FOR

The following coverage is added to Coverage L-***Bodily Injury*** And ***Property Damage***.

1. ***We*** pay those sums when the ***insured*** is legally obligated to pay damages because of ***bodily injury*** or ***property damage*** arising out of the rendering or failure to render ***beauty or barber shop services***:

a. When such services~~:~~

~~(a) are classified as ***beauty shop services***; and~~

~~(b)~~ are rendered either on the premises designated in the ~~declarations~~Declarations or on premises ~~which are~~***you*** do not ~~owned, rented~~own, rent or ~~controlled by the ***insured***.~~control; or

b. Included in the ***products/completed operations hazard***.

~~**WHAT *WE* PAY FOR**~~

~~***We*** will pay on behalf of the ***insured*** all sums which the ***insured*** shall become legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** to which this insurance applies, caused by an ***occurrence***, if the ***bodily injury*** or ***property damage*** is included within the ***malpractice hazard*** definition or the ***products/completed operations hazard*** definition. ***We*** shall have the right and duty to defend any ***suit*** against the ***insured*** seeking damages on account of such ***bodily injury*** or ***property damage***, 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*** that ***we*** decide is appropriate. ***We*** shall not be obligated to pay any claim or judgement or to defend any ***suit*** after the applicable limit of liability has been exhausted by payment of judgements or settlements.~~

~~**FOR BEAUTY OR BARBER SHOP LIABILITY**~~

~~The Limits of Liability stated in the Declarations for Coverage L DO NOT APPLY to BEAUTY OR BARBER SHOP LIABILITY. The Limits of Liability for BEAUTY OR BARBER SHOP LIABILITY are shown below.~~

~~**SPECIAL LIMITS THAT APPLY TO BEAUTY OR BARBER SHOP LIABILITY**~~

~~A deductible of $50. applies to each covered ***occurrence*** of loss or damage to wigs and hairpieces and the maximum payable on any loss or damage to any wig or hairpiece is $100. There is an annual aggregate limit of $500. payable on all covered losses to any wigs or hairpieces.~~

WHAT *WE* DO NOT PAY FOR

The following exclusions ~~are added~~apply to ~~the EXCLUSIONS shown in the General~~ Beauty Or Barber Shop Professional Liability.

1. The Coverage~~.~~ L exclusions apply to Beauty Or Barber Shop Professional Liability, except:

~~Beauty or Barber Shop Liability DOES NOT APPLY to:~~

~~A. ***property***~~ a. The exclusion titled ***Products/Completed Operations Hazard*** does not apply.

b. The exclusion titled ***Property Damage*** is deleted and replaced by the following:

1) ***Property Damage-Property damage*** to:

~~(1) property owned or occupied by or rented to the ***insured***;~~

~~(2) property used by or~~ a) Property ***you*** own, rent, or occupy including costs ***you*** or any person or organization incur to remediate, replace or restore such property. This includes expenses ***you*** incur in efforts to avoid injury or to mitigate damage to the property of others;

b) Premises ***you*** sell, give away or abandon, if the ***property damage*** arises out of any part of those premises. However, this exclusion does not apply if the premises are ***your work*** and were never occupied, rented or held for rental by ***you***;

c) Property loaned to ~~the ***insured***;~~

~~(3)~~ ***you*** or property in ~~the~~***your*** care, custody or control ~~of the ***insured*** or as to which the ***insured*** is for any purpose exercising physical control, except as respects damage to customers' wigs or hair pieces which are in the ***insured's*** care, custody or control for application of ***Professional Services*** such as repairing, renovating, cleaning, recurling, wavesetting or restyling;~~; or

~~(4)~~ d) The part of real property on which ***you***, or ~~containers manufactured, sold, handled,~~contractors or ~~distributed~~subcontractors working directly or indirectly on ***your*** behalf, are conducting ongoing operations and such ***property damage*** results from those operations.

Paragraphs c) and d) of this exclusion do not apply to liability assumed under a sidetrack agreement.

c. The exclusion titled ***Professional Service*** is deleted and replaced by the following:

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1) ***Professional Service-Bodily injury*** or ***property damage*** due to the rendering of or failure to render any ***professional service***, except for ***beauty or barber shop services***. This exclusion applies even if the claims against an ***insured***~~;~~ allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of other persons by an ***insured***.

~~(5) ***bodily*~~ 2. ***We*** do not pay for:

a. ***Bodily injury*** or ***property damage*** arising out of ~~causes other than the ***professional services*** set forth in the definition of ***beauty shop services*** unless otherwise provided by endorsement.~~

~~B. ***bodily injury*** or ***property damage*** included in the ***malpractice hazard*** arising out of the services rendered, or preparations, ***products***, apparatus or other equipment used in~~ the violation of any ~~law, rule, or regulation of any~~ federal, state, ~~municipal,~~ or ~~other~~ local ~~governments; however, the failure of the ***insured*** or any employee of the ***insured*** to perform the predisposition or skin test shall not, under this policy, be judged a prohibition under any federal, state, municipal, or other local government law, rule, or regulation.~~ statute, ordinance or regulation.

~~C. ***bodily***~~ This exclusion does not apply to the failure of any ***insured*** or any ***employee*** of the ***insured*** to perform a predisposition or skin patch test.

b. ***Bodily injury*** or ***property damage*** ~~included in the ***malpractice hazard***:~~

~~(1) caused by any person under the age of 16 years; or~~

~~(2)~~ arising out of any service ~~or services~~ rendered in whole or in part by ~~any~~an unlicensed operator~~,~~ if a license is required, irrespective of whether such injury or damage was occasioned or caused by that portion of the service ~~or services~~ performed by such unlicensed operator.

~~D. ***bodily***~~c. ***Bodily injury*** or ***property damage*** ~~included in the ***malpractice hazard*** and~~ arising out of:

~~(~~1) ~~the~~The combustion, burning or explosion of combs, other articles, or products of an inflammable nature;

~~(~~2) ~~the~~The use of any appliance, apparatus or device employing x-ray, electrical rays, radio waves or electronic waves;

~~(3) the practice of chiropody, electrolysis, slenderizing, reducing, exercising, body massage or bath treatment, unless such practice is specifically endorsed on the policy and premium is charged;~~

~~(4) the practice of face~~ 3) Hair implanting or hair transplanting;

4) Podiatry or chiropody;

5) Electrolysis;

6) Electronic or manual body massage;

7) Face lifting~~,~~ or plastic surgery~~, or wart~~;

8) Wart, mole, or other growth removal~~ or removal of hair, or the use of any electrical~~;

9) Body piercing or ~~mechanical apparatus~~tattooing;

10) Any equipment or ~~device for massage~~process to tan skin; or

11) Any process involving injection into the skin.

~~(5) the use of any hair straightening or hair relaxing method or preparation unless such method or preparation is specifically endorsed on the policy and premium is charged.~~

~~E. ***bodily injury*** or ***property damage*** included in the ***products/completed operations hazard*** and resulting from:~~

~~(1) any goods or ***products*** manufactured by, bottled by, rebottled by, or repacked by the ***insured***; or~~

~~(2) any goods or ***products*** sold under the label of the ***insured***.~~

~~When Beauty or Barber Shop Liability forms a part of ***your*** policy:~~

~~***you*** shall keep all invoices of the purchase of any Lash and Brow Tint for a period of three years. Such coverage as is otherwise afforded under this policy for the use of Lash and Brow Tint is specifically conditioned and contingent upon the ***named insured*** keeping and maintaining all invoices for a period of three years during which time purchase of any Lash and Brow Tint has been made.~~

HOW MUCH *WE* PAY FOR LOSS OR CLAIM

This section is in addition to all applicable provisions of How Much ***We*** Pay For Loss Or Claim in ***your*** policy. Settlement of Beauty Or Barber Shop Professional Liability losses covered by this endorsement will be made in accordance with the following provisions:

1. The Aggregate limit of liability shown in the Schedule is the most ***we*** pay for damages during a policy period for Beauty Or Barber Shop Professional Liability.
2. The Each ***Occurrence*** limit of liability shown in the Schedule, subject to 1. above, is the most ***we*** pay for

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damages for Beauty Or Barber Shop Professional Liability arising out of a single ***occurrence***.

3. Payments made under Beauty Or Barber Shop Professional Liability, as stated in 1. and 2. above, will reduce the Coverage L each ***occurrence*** and aggregate limits of liability.
4. **Special limits that apply to Beauty Or Barber Shop Professional Liability**-The maximum payable on loss or damage to any wig or hairpiece is $250. There is an annual aggregate limit of $1,000 payable on all covered losses to wigs or hairpieces.

COVERAGE M-MEDICAL PAYMENTS

WHAT *WE* PAY FOR

The following coverage is added to Coverage M-Medical Payments.

1. Regardless of fault, ***we*** pay ***medical expenses*** for ***bodily injury*** arising out of the rendering or failure to render ***beauty or barber shop services***.

All other ***terms*** and conditions remain unchanged.

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