# BEAUTY OR BARBER SHOP LIABILITY

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

Policy No. _____.

***Named Insured*** _____.

~~**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.~~

~~**HOW MUCH *WE* PAY FOR LOSS OR CLAIM FOR BEAUTY OR BARBER SHOP LIABILITY**~~

Any operator who rents or leases booth space, chairs, or any portion of the designated premises from the ***named insured*** qualifies as an ***insured*** only while conducting ***beauty shop services***.

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.

Limits of Liability

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

## SPECIAL LIMITS THAT APPLY TO BEAUTY OR BARBER SHOP LIABILITY

~~Payment for any loss under ***Property Damage*** arising out of ***Professional Services*** and damage to wigs or hair pieces will be limited to the amount in excess of $25.00 for each claim, and the limit of liability for all damages to any one wig or hairpiece is $50.00. An~~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 $~~250.00 is the total limit of liability for all damages~~500. payable on all covered losses to ~~all~~any wigs or hairpieces.

## DEFINITIONS

The following is added to the definition of ***insured*** in the DEFINITIONS section of the Liability coverage:

1. ***Beauty shop services*** means the grooming, waving or other recognized care or treatment of scalp or facial hair.
2. ***Malpractice hazard*** means ***bodily injury*** and/or ***property damage*** arising out of the rendering or failure to render ***professional services*** and the use of preparations or appliances in connection with the services. The services must qualify as ***beauty shop services***. The services must be rendered on the designated premises or on premises which are not owned, rented or controlled by ***you***.

## 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*** and/or ***property damage*** caused by an ***occurrence***, if the ***bodily injury*** and/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 the ***insured*** against any ***suit*** seeking covered damages, provided the ***suit*** originates from ***bodily injury*** and/or ***property damage*** not otherwise excluded. ***We*** may make any investigation and settle any claim or ***suit*** that ***we*** decide is appropriate. ***We*** are not obligated to provide a defense after ***we*** have paid, either by judgment or settlement, an amount equal to ***our*** limit of liability.

## WHAT *WE* DO NOT PAY FOR

The following exclusions are added to the EXCLUSIONS shown in the ~~General~~ Liability ~~Coverage~~coverage.
Beauty or Barber Shop Liability DOES NOT APPLY to:

~~A~~1. ***property damage*** to:

~~(1)~~a.

p

roperty owned ~~or,~~ occupied by or rented to the ***insured***;

~~(2)~~b.

p

roperty used by or loaned to the ***insured***;

~~(3)~~c.

p

roperty in the 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'~~customer's 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;

~~(4)~~d.

p

roperty or containers manufactured, sold, handled, or distributed by the ***insured***; and

~~(5)~~e.

***b***

***odily injury*** and/or ***property damage*** ~~arising out of causes~~***occurrences***, other than the ***professional services*** set forth ~~in the definition of ***beauty shop services***~~above, unless otherwise provided by endorsement.

~~B~~2. ***bodily injury*** and/or ***property damage*** included in the ***malpractice hazard*** ~~arising out of the~~occurring from services rendered~~,~~ or ~~preparations,~~ products~~, apparatus or other equipment~~ or appliances used in violation of any law~~, rule,~~ or regulation ~~of any federal, state, municipal, or other local governments; however~~. 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.~~is excepted from this exclusion.

~~C~~3. ***bodily injury*** and/or ***property damage*** included in the ***malpractice hazard***:

~~(1)~~a.

c

aused by any person under the age of 16 years; or

~~(2)~~b.

a

rising out of any service ~~or services~~(s) rendered in whole or in part by any unlicensed operator~~, if 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~~4. ***bodily injury*** and/or ***property damage*** included in the ***malpractice hazard*** and arising out of:

~~(1)~~a.

t

he combustion, burning or explosion of ~~combs, other articles, or~~ products of an inflammable nature;

~~(2)~~b.

t

he use of any appliance, apparatus or device employing x-ray, electrical rays, radio waves or electronic waves;

~~(3)~~c.

t

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

~~(4)~~d.

t

he practice of face lifting, plastic surgery, or wart, mole, or other growth removal or removal of hair, or the use of any ~~electrical or mechanical apparatus or device for~~motorized massage device; or

~~(5)~~e.

t

he 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~~5. ***bodily injury*** and/or ***property damage*** included in the ***products/completed operations hazard*** ~~and~~ resulting from:

~~(1)~~a.

a

ny goods or products manufactured by, bottled by, rebottled by, or repacked by the ***insured***; or

~~(2)~~b.

a

ny goods or products sold under the label of the ***insured***.

## ~~DEFINITIONS~~

~~For Beauty or Barber Shop Liability the following is added to the definition of ***insured*** in the DEFINITIONS section of the General Liability Coverage:~~

~~1) any operator who rents or leases from the ***named insured*** booth space, chairs, or any portion of the premises designated in the declarations for the purpose of conducting ***beauty 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 such services:~~

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

~~(b) are rendered either on the ***premises*** designated in the declarations or on ***premises*** which are not owned, rented or controlled by 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.~~