# BEAUTY OR BARBER SHOP PROFESSIONAL LIABILITY

Refer to the Supplemental Declarations if information is not shown on this form.
*We* provide coverage under thisThis endorsement is subject to the ***terms*** contained in the Liability coverage.
This endorsement forms a part of the***your*** policy identified below:.

Policy No. _____.

***Named Insured*** _____.

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.

## SCHEDULE

Limits of Liability

$ _____ each ***claim***. Each ***Occurrence***
$ _____ ***aggregate***. Aggregate

## 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.

## DEFINITIONS

The following is addeddefinitions apply to the definition of ***insured*** in the DEFINITIONS section of the Liability coveragethis policy form:

1. ***Beauty or barber shop services*** means thetreatment, advice or instruction for grooming, waving or other recognized care or treatment of scalp or facial hair.
2. ***Insured***-The definition of ***insured*** in the General Liability Coverage is extended to include any operator, and ***employee*** of such operator, who rents or leases from ***you*** booth space, chairs or any portion of the premises designated in the Declarations for the purposes of conducting ***beauty or barber shop services***, but only with respect to liability arising out of ***beauty or barber shop services***.

## 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*** will pay on behalf ofthose sums when the ***insured*** all sums which the ***insured*** shall become is legally obligated to pay as damages because of ***bodily injury*** and/or ***property damage*** caused by an ***occurrence***, if arising out of the rendering or failure to render ***beauty or barber shop services***:
   a. When such services are rendered either on the ***bodily injury*** and/or ***property damage*** is included withinpremises designated in the ***malpractice hazard*** definition orDeclarations or on premises ***you*** do not own, rent or control; or
   b. Included in 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. .


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**WHAT *WE* DO NOT PAY FOR**

The following exclusions ~~are added~~apply to ~~the EXCLUSIONS shown in the Liability coverage.~~

Beauty ~~or~~Or Barber Shop Professional Liability ~~DOES NOT APPLY to:~~.

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

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:

~~a. property owned, occupied by or rented to the *insured*;~~

~~b. 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*;~~

~~c.~~ ***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 customer's wigs or hair pieces which are in the *insured's* care, custody or control for repairing, renovating, cleaning, recurling, wavesetting or restyling;~~; or

d~~.~~) The part of real property on which ***you***, or ~~containers manufactured, sold, handled,~~contractors or ~~distributed by the *insured*;~~subcontractors working directly or indirectly on ***your*** behalf, are conducting ongoing operations and

~~e. *bodily injury* and/or~~ such ***property damage*** ~~*occurrences*, other than~~ 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:

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*** ~~set forth above, unless otherwise provided by endorsement.~~. 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***.

2. ***We*** do not pay for:

a. ~~***bodily****Bodily **injury*** and/or ***property damage*** ~~included in~~arising out of the ~~*malpractice hazard* occurring from services rendered or products or appliances used in~~ violation of any ~~law~~federal, state, or local statute, ordinance or regulation. ~~However,~~

This exclusion does not apply to the failure of any ***insured*** or any ***employee*** of the ***insured*** to perform ~~the~~a predisposition or skin patch test ~~is excepted from this exclusion.~~.

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

~~a. caused by any person under the age of 16 years; or~~

~~b.~~ arising out of any service~~(s)~~ 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 performed by such unlicensed operator.

~~4. *bodily*~~c. ***Bodily injury*** ~~and/~~or ***property damage*** ~~included in the *malpractice hazard* and~~ arising out of:

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

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

~~c. the practice of podiatry, electrolysis, slenderizing, reducing, exercising, body massage or bath treatment, unless such practice is specifically endorsed on the policy;~~

~~d. 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~~;


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8) Wart, mole, or other growth removal ~~or removal of hair, or the use of any motorized massage device;~~;
9) Body piercing or tattooing;

~~c. the use of any hair straightening or hair relaxing method or preparation unless such method or preparation is specifically endorsed on the policy.~~

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

10) Any equipment or process to tan skin; or
11) Any process involving injection into the skin.

a. ~~any goods or products manufactured by, bottled by, rebottled by, or repacked by the ***insured***; or~~
~~b. any goods or products sold under the label of the ***insured***.~~

**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 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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