

BEAUTY OR BARBER SHOP LIABILITY

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

Limits of Liability

\$_____each *claim*. \$_____*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 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 Liability coverage. Beauty or Barber Shop Liability DOES NOT APPLY to:

1. property damage to:

- a. property owned, occupied by or rented to the *insured*;
- b. property used by or loaned to the *insured*;
- c. property 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 customer's wigs or hair pieces which are in the *insured's* care, custody or control for repairing, renovating, cleaning, recurling, wavesetting or restyling;
- d. property or containers manufactured, sold, handled, or distributed by the *insured*; and

- e. *bodily injury* and/or *property damage occurrences*, other than the *professional services* set forth above, unless otherwise provided by endorsement.
- 2. *bodily injury* and/or *property damage* included in the *malpractice hazard* occurring from services rendered or products or appliances used in violation of any law or regulation. However, the failure of the *insured* to perform the predisposition or skin test is excepted from this exclusion.
- 3. *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 unlicensed operator.
- 4. bodily injury and/or property damage included in the malpractice hazard and arising out of:
 - a. the combustion, burning or explosion of products of an inflammable nature;
 - 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 lifting, plastic surgery, or wart, mole, or other growth removal or removal of hair, or the use of any motorized massage device; or
 - e. 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: a. any goods or products manufactured by, bottled by, rebottled by, or repacked by the *insured*; or
 - a. any goods or products manufactured by, bottled by, rebottled by, or repacked by the *i*
 - b. any goods or products sold under the label of the *insured*.