

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BARBERS AND BEAUTICIANS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. For the insurance provided by this endorsement, all provisions under Paragraph **A.1. Business Liability** will also apply to other injury.

B. Paragraph **A. Coverages** also applies to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional services in connection with the operation of your business as a barber shop or beauty salon, including treatment, advice or instruction for the purpose of appearance or skin enhancement or personal grooming or therapy.

C. With respect to the coverage provided by this endorsement, Paragraph **B. Exclusions** is amended as follows:

1. Paragraph **1.b. Contractual Liability** is replaced by the following:

This insurance does not apply to:

b. "Bodily injury", "property damage", "personal and advertising injury" or other injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

2. The following Exclusions do not apply:

- a.** Paragraph **1.j. Professional Services**;
- b.** Paragraph **1.k.(6) Damage To Property**; and
- c.** Paragraph **1.m. Damage To Your Work**.

3. The following Exclusions are added:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or other injury arising out of:

a. The violation of any statute, or governmental rule or regulation; however, this exclusion does not apply to the failure to perform a predisposition of skin test.

b. Any equipment or process used to tan skin.

c. The removal of hair by electrolysis.

d. Hair implanting or hair transplanting or any attempt at these.

e. The use of any dye or coloring to eyelashes or eyebrows except mascara or eyebrow pencils.

f. Body massage other than facial massage.

g. Body piercing.

h. Tattooing, including but not limited to the insertion of pigment into or under the skin.

i. Face lifting, the removal of warts, moles or growths or any attempt at these.

j. Chiroprody or podiatry.

D. Paragraph **C. Who Is An Insured** is amended as follows:

1. Paragraph **2.a.** is replaced by the following:

2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury", "personal and advertising injury" or other injury:

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in Paragraph (1)(a) or (1)(b); or
- (2) "Bodily injury", "property damage", "personal and advertising injury" or other injury arising out of his or her providing or failing to provide professional services. However, your "employees" are insureds with respect to their providing or failing to provide services as a barber or beautician in connection with your business.
- (3) "Property damage" to property:
- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

2. The following is added to Paragraph 2.:

- e. Any operator who rents or leases from the insured booth space, chairs or any portion of your premises for the purpose of conducting barber shop or beauty salon services and any "employee" of such operator, but only with respect to liability arising out of such services.

E. Paragraph D.2. **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

2. The most we will pay for the sum of all damages because of all:

- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence";
- b. "Personal and advertising injury" sustained by any one person or organization; and
- c. Other injury arising out of any one "occurrence";

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

F. For the coverage provided by this endorsement, the definition of "occurrence" in Paragraph F. **Liability And Medical Expenses Definitions** is amended to include any act or omission arising out of the rendering of or failure to render services as or for a barber or beautician.