

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BARBER SHOPS AND HAIR SALONS 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 "barber shop or hair salon services" in connection with the operation of your business as a barber shop or hair salon.
- 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.** The rendering or failure to render any professional service, treatment, advice or instruction, except for "barber shop or hair salon services".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **a.** or **b.**
- 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 "barber shop or hair salon services" in connection with the operation of your business as a barber shop or hair salon.
- (3) "Property damage" to property:
- (a) Owned, occupied or used by; or
  - (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 hair 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, Paragraph **F. Liability And Medical Expenses Definitions** is amended as follows:

- 1. The definition of "occurrence" is amended to include any act or omission arising out of the rendering of or failure to render "barber shop or hair salon services".

- 2. The following definition is added:

"Barber shop or hair salon services" means:

- a. Haircutting, hairstyling, hair dyeing, hair trimming, hair shaving, hair conditioning, hair shampooing; or
- b. Advice or instruction for the purpose of appearance or personal grooming or therapy in connection with any of the services described in a. above.

However, "barber shop or hair salon services" does not include:

- a. The removal of, or the attempted removal of, hair by electrolysis;
- b. Hair implanting or hair transplanting or any attempt at these; or
- c. The use of any dye or coloring to eyelashes or eyebrows except mascara or eyebrow pencils.