

BARBER/BEAUTICIAN PROFESSIONAL LIABILITY

In consideration of the additional premium at which this policy is written, coverage is hereby extended to include Barber/Beautician Professional Liability coverage as scheduled.

See Declarations Page for limits of liability.

I. COVERAGE A – BARBER/BEAUTICIAN PROFESSIONAL LIABILITY

We will pay on behalf of **you** all sums which **you** shall become legally obligated to pay as damages because of Bodily Injury or Property Damage to which this insurance applies, caused by an occurrence and arising out of:

- i. ownership, maintenance, or use of **your** premises as a beauty shop or barber shop, and all operations necessary or incidental thereto;
- ii. any personal or professional service rendered, or the use of any preparation or appliance on or away from the insured premises in connection with the operation of a beauty shop or barber shop by **you**; or
- iii. the products hazard;

and **we** shall have the right and duty to defend any suit against **you** 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 as it deems expedient, but **we** shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of liability have been exhausted by payments of judgments or settlements.

Exclusions:

This insurance does not apply:

- a. to liability assumed by **you** under any contract or agreement except an incidental contract;
- b. to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to **you**, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment for **you**; but this exclusion does not apply to the parking of an automobile on **your** premises, if such automobile is not owned by or rented or loaned to **you**.
- c. to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from **your** premises, but this exclusion does not apply to bodily injury or property damage resulting from operations performed for **you** by independent contractors or to liability assumed by **you** under an incidental contract;
- d. to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incidental to any of the foregoing with respect to
 - (1) liability assumed by the insured under any incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision of the policy to which this endorsement is attached;
- e. to bodily injury or property damage for which **you** or **your** indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
 - (1) in violation of any statute, ordinance or regulation,
 - (2) to a minor
 - (3) to a person under the influence of alcohol, or
 - (4) which causes or contributes to the intoxication of any person;
- f. to any obligation for which **you** or any carrier as **your** insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- g. to bodily injury to **your** employee(s) arising out of and in the course of his employment by **you**; but the exclusion does not apply to liability assumed by **you** under an incidental contract;
- h. to property damage to
 - (1) property owned or occupied by or rented to **you**,
 - (2) property used by **you**,
 - (3) property in the care, custody or control of **you** or as to which **you** are exercising physical control, or
 - (4) **your** products arising out of such products or any part of such product;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than elevators) arising out of the use of an elevator at **your** premise;
- i. to property damage to premises alienated by **you** arising out of such premises or any part thereof;
- j. to bodily injury or property damage caused by products manufactured or prepared by **you**, rebottled or repacked by **you** or sold under **your** label, for use away from **your** premises;
- k. to services rendered or the use of any preparation, which service or treatment is prohibited under any Federal, State or Municipal Law provided, however, the failure of **you** or any employee thereof to perform a predisposition or skin test shall not be deemed a prohibition under such law;
- l. to services rendered or the application of any preparation or use of any appliance in connection with
 - (1) exercising, slenderizing or reducing services,
 - (2) sun lamp or tanning lamp or other irradiating device,
 - (3) electrical, heat or steam baths or body massage (other than facial massage);
- m. to chiropody, podiatry or dermatology;
- n. to bodily injury or property damage caused by
 - (1) face lifting, plastic surgery, the removal of warts, moles or growths or any attempt thereat,
 - (2) any apparatus using x-ray or electrical rays for the removal of hair by electrolysis,
 - (3) the combustion, burning or explosion of combs or other articles of flammable nature other than hard rubber combs,
 - (4) the use of any flammable dry shampoo,

- (5) the use, demonstration or application of any dye to eyelashes or eyebrows, other than ROUX LASH AND BROW TINT, SPIRO'S COLUOURS, mascara or eyebrow pencils;
- o. to bodily injury or property damage arising out of any hair straightening services unless such service is performed by the use of cold waving solution; or
- p. to bodily injury or property damage sustained by any person resulting from the operation in beauty culture or barbering.

II. COVERAGE B – PHYSICAL DAMAGE TO PROPERTY

We will pay at **your** request for loss of property of customers, not to exceed \$250 per customer in any one occurrence, caused by **you**, or while in **your** possession, and arising out of beauty shop or barber shop operations at **your** premises, or elsewhere if such operations are incidental thereto. "Loss" means unintentional damage or destruction but does not include (1) disappearance, abstraction or theft, or (2) loss to motor vehicle, or (3) loss to property occupied by, used by or rented to **you**. A \$25 deductible shall apply to injury to or destruction of a wig, wiglet, toupee, hair piece or any other device to facilitate the appearance of natural hair while in **your** care, custody and/or control. Other exclusions in this Coverage Part of the policy do not apply to Coverage B.

III. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if **you** are designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which **you** are the sole proprietor;
- (b) if **you** are designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to **your** liability as such;
- (c) if **you** are designated in the declarations as other than an individual; partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) Any operator who rents or leases from **you** booth space, chairs, or any portion of **your** premises for the conduct of services within the definition of "Beauty Shop or Barber Shop Operations;" and
- (e) Any employee of **yours** or of such operator described in subdivision (d) hereof, but only while acting within the scope of his/her duties as such.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which **you** are a partner or member and which is not designated in this policy as a named insured.

IV. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property, **our** liability is limited as follows:

COVERAGE A – The limit of liability stated in the schedule as applicable to "each occurrence" is the total limit of **our** liability under Coverage A for all damages as the result of any occurrence. For the purpose of determining **our** limit of liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of this policy):

- "insured premises" means the Beauty Shop or Barber Shop premises designated in the declarations;
- "beauty shop or barber shop operations" means all operations necessary or incidental to the conduct of such business;
- "medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

VI. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury, property damage or physical damage to property which occurs during the policy period within the policy territory.

VII. ADDITIONAL CONDITIONS

- A. **Your** Duties in the Event of Injury, Claim or Suit. When an injury occurs written notice shall be given by **you** or on **your** behalf in accordance with the Duties in the Event of occurrence, claim our suit.
- B. Limitation of Coverage Under and Other Liability or Medical Payments Insurance. The insurance afforded under any other liability or medical payment insurance made a part of this policy does not apply to liability out of the barber/beautician liability hazard and the products hazard for which insurance is afforded hereunder.
- C. Except as stated in this form, the policy does not apply to damages arising out of the rendering or failure to render professional services.

VIII. DEDUCTIBLE

A deductible amount of \$25 shall apply under Property Damage Liability Coverage for all damages because of property damage sustained as the result of any one occurrence.