

COMMERCIAL GENERAL LIABILITY COVERAGE

BARBER SHOP AND BEAUTY PARLOUR PROFESSIONAL LIABILITY EXTENSION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Coverage afforded by the Commercial General Liability Max Form is extended as follows:

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** or **property damage** arising out of the rendering or failure to render **professional services** in the practice of the business operations described in the Declaration Page(s). We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any **action** seeking **compensatory damages** for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:
 - 1.1.1. The amount we will pay for **compensatory damages** is limited as described in the Paragraph 2. **LIMITS OF INSURANCE** of this Endorsement; and
 - 1.1.2. Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgements or settlements under this Extension.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D** section of the Commercial General Liability Max Form.
- 1.2. This insurance applies to **bodily injury** and **property damage** only if:
 - 1.2.1. The **bodily injury** or **property damage** is caused by an **occurrence** that take place in the **coverage territory**; and
 - 1.2.2. The **bodily injury** or **property damage** occurs during the **policy period**; and
 - 1.2.3. Prior to the **policy period**, no Insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Max Form and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- 1.3. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Max Form or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, and includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
- 1.4. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Max Form or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - 1.4.1. Reports all or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - 1.4.2. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury** or **property damage**; or
 - 1.4.3. Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- 1.5. **Compensatory damages** because of **bodily injury** include **compensatory damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. LIMITS OF INSURANCE

- 2.1. The Limits of Insurance shown in the Declaration Page(s) for this Endorsement, subject to the rules below, are the most we will pay regardless of the number of:
 - 2.1.1. Insureds;
 - 2.1.2. Claims made or **actions** brought; or
 - 2.1.3. Persons or organizations making claims or bringing **actions**.
- 2.2. The Each Claim Limit is the most we will pay for the sum of **compensatory damages** under this Endorsement because of each claim or **action** covered.
- 2.3. Subject to clause 2.2. above, the Aggregate Limit is the most we will pay for the sum of **compensatory damages** under this Endorsement during the **policy period**.
- 2.4. The Limits of Insurance in this Form apply separately to each consecutive **policy period** and to any remaining period of less than twelve (12) months, starting with the beginning of the **policy period** shown in the Declaration Page(s), unless the **policy period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

3. EXCLUSIONS

This insurance does not apply to:

- 3.1. Contractual Liability

Bodily injury or **property damage** for which the Insured is obligated to pay **compensatory damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **compensatory damages** that the Insured would have in the absence of the contract or agreement.

3.2. Worker's Compensation and Similar Laws

Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3.3. Employer's Liability

Bodily Injury to an **employee** of the Insured arising out of and in the course of:

3.3.1. Employment by the Insured; or

3.3.2. Performing duties related to the conduct of the Insured's business.

3.4. Criminal Acts

Bodily injury or **property damage** caused by you or, with your the knowledge, by any of your employees, in the commission of any criminal act, in the violation of any law or ordinance, or while under the influence of hypnotics, narcotics or intoxicants.

3.5. Products-Completed Operations Hazard

Bodily injury or **property damage** included within the **products-completed operations hazard**.

3.6. Bodily Injury

Bodily injury arising out of:

3.6.1. Face lifting, plastic surgery, removal of or attempting to remove warts, moles or other growths of hair therefrom;

3.6.2. Chiropody, or weight loss, nutrition or fitness programs;

3.6.3. The permanent creation of eyebrows, eyeliners or any other permanent cosmetic work.

3.7. Asbestos – see Common Exclusions.

3.8. Fungi or Spores – see Common Exclusions.

3.9. Nuclear Energy Liability – see Common Exclusions.

3.10. Pollution – see Common Exclusions

3.11. Terrorism – see Common Exclusions

3.12. War Risks – see Common Exclusions.

3.13. Unsolicited Communication – see Common Exclusion.

4. SUPPLEMENTARY PAYMENTS

SUPPLEMENTARY PAYMENTS - COVERAGE A, B and D section in Commercial General Liability Max Form is extended to apply to this Extension.

5. AMENDED GENERAL CONDITIONS

5.1. It is agreed that Paragraph 7. **OTHER INSURANCE** under **SECTION V - GENERAL LIABILITY CONDITIONS** of the Commercial Policy Conditions and Statutory Conditions Form G021 is deleted and replaced by the following:

7. **OTHER INSURANCE**

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers under this Form, the Insurer's obligations are limited as follows:

7.1. As this insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of this Form's Limits of Insurance, the Insurer will pay only the Insurer's share of the amount of the loss, if any, that exceeds the sum of:

7.1.1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

7.1.2. The total of all deductible and self-insured amounts under this or any other insurance.

7.2. The Insurer will have no duty under this Form to defend any claim or **action** that any other Insurer has a duty to defend. If no other Insurer defends, the Insurer may undertake to do so, but the Insurer will be entitled to the Insured's rights against all other Insurers.

5.2. It is agreed that the following Paragraphs 16. and 17. are added to **SECTION V - GENERAL LIABILITY CONDITIONS** of the Commercial Policy Conditions and Statutory Conditions Form G021:

16. **LIMITATION OF COVERAGE UNDER ANY OTHER INSURANCE**

It is agreed that Exclusion 8. the rendering or failure to render Professional service clause is deleted.

Except as stated in this Professional Liability Extension this Policy does not apply to **bodily injury** or **property damage** arising out of the rendering of, or failure to render, **professional services** in the practice of the business described in the Declaration Page(s).

17. **LIMITATION OF COVERAGE WITH RESPECT TO ALLERGY TESTS**

It is a condition precedent to the right of the Insured to be indemnified under the insurance provided by this Extension that, in respect to any product the manufacturer or distributor of which recommends predisposition or allergy tests before its application, the Insured shall carry out such tests unless the Insured shall have used the same product on the customer on a previous occasion without adverse effect. If, in respect to any customer, the result of the test shall prove unsatisfactory, it is specifically agreed that this insurance shall cover only the **bodily injury** to that customer resulting from the test.

All other terms and conditions of the Policy remain unchanged.