

SERFF Tracking Number: MEAD-125229001 State: Arkansas
 Filing Company: Star Insurance Company State Tracking Number: AR-PC-07-025815
 Company Tracking Number: STAR-AR-HCM-0807
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
 Liability
 Product Name: New Hairdressers Program
 Project Name/Number: /Star-AR-HCM-0807

Filing at a Glance

Company: Star Insurance Company
 Product Name: New Hairdressers Program SERFF Tr Num: MEAD-125229001 State: Arkansas
 TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: AR-PC-07-025815
 Sub-TOI: 05.0003 Commercial Package Co Tr Num: STAR-AR-HCM-0807 State Status:
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi,
 Llyweyia Rawlins, Brittany Yielding
 Author: Amanda Webster Disposition Date: 08/24/2007
 Date Submitted: 08/17/2007 Disposition Status: Approved
 Effective Date Requested (New): On Approval Effective Date (New): 08/24/2007
 Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
 08/24/2007

General Information

Project Name: Status of Filing in Domicile: Authorized
 Project Number: Star-AR-HCM-0807 Domicile Status Comments:
 Reference Organization: ISO Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 08/24/2007
 State Status Changed: 08/17/2007 Deemer Date:
 Corresponding Filing Tracking Number:
 Filing Description:
 Star Insurance Company submits for your review and approval its new Hairdressers program in your jurisdiction. The Hairdressers Program provides professional/premises liability coverage for beauty salons, barber shops, beauty schools, barber schools and electrologists and general/products liability coverage for cosmetic manufacturers and distributors.

The Hairdressers Program consists of the ISO CGL coverage form and endorsements along with some independently developed forms tailored to meet the specific coverage needs of the insureds written in the program.

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Company and Contact

Filing Contact Information

Amanda Webster, Compliance Analyst awebster@meadowbrook.com
 26255 American Drive (248) 204-8594 [Phone]
 Southfield, MI 48034 (248) 358-1614[FAX]

Filing Company Information

Star Insurance Company CoCode: 18023 State of Domicile: Michigan
 26255 American Drive Group Code: 748 Company Type: property and
 Southfield, MI 48034 Group Name: Meadowbrook casualty
 (248) 358-1100 ext. [Phone] FEIN Number: 38-2626205
 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 form filing = \$50
 Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
057902	\$50.00	08/14/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/24/2007	08/24/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	08/20/2007	08/20/2007	Amanda Webster	08/24/2007	08/24/2007

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Disposition

Disposition Date: 08/24/2007

Effective Date (New): 08/24/2007

Effective Date (Renewal): 08/24/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Property Special Broadening Endorsement	Approved	Yes
Form	Commercial Inland Marine Declarations	Approved	Yes
Form	Electronic Data Processing Coverage Form	Approved	Yes
Form	Miscellaneous Property Coverage - Declarations	Approved	Yes
Form	Special Floater Coverage Form	Approved	Yes
Form	Professional Liability Policy Declaration	Approved	Yes
Form	Beauticians' Professional Liability Coverage Part	Approved	Yes
Form	Electrologists' Liability Policy Provisions	Approved	Yes
Form	Lead Exclusion Endorsement	Approved	Yes
Form	Exclusion - Intellectual Property Hazard	Approved	Yes
Form	Premises Liability Endorsement	Approved	Yes
Form	Nuclear Energy Liability Exclusion Endorsement Broad Form	Approved	Yes
Form	Additional Insured	Approved	Yes
Form	Barber Shop Added	Approved	Yes
Form	Barber Shop Substituted	Approved	Yes
Form	Lessee - Booth Space Endorsement	Approved	Yes
Form	Ear Piercing Endorsement	Approved	Yes
Form	Electrologist Added Endorsement	Approved	Yes
Form	Liability Release Endorsement - Beauty School	Approved	Yes
Form	Malpractice Coverage: Technicians, Demonstrators, Instructors or Sales Personnel	Approved	Yes
Form	Other Insurance Endorsement (Beauty Salon)	Approved	Yes
Form	School Premium Basis	Approved	Yes

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Form	Skin Care Endorsement	Approved	Yes
Form	Slenderizing Endorsement	Approved	Yes
Form	Trade Shows Coverage Endorsement	Approved	Yes
Form	Total Pollution Exclusion	Approved	Yes
Form	Abuse or Molestation Exclusion	Approved	Yes
Form	Endorsement		
Form	Addendum A - Hold Harmless Agreement	Approved	Yes
Form	- Student Operator - Beauty School		
Form	Physical Loss or Damage to Electrolysis	Approved	Yes
Form	Equipment Endorsement - Broad Form		
Form	Policyholder Disclosure Notice Terrorism	Approved	Yes
Form	Risk Insurance Act Coverage		
Form	Non-Owned and Hired Auto Liability	Approved	Yes
Form	Commercial Inland Marine Electronic	Approved	Yes
Form	Data Processing Coverage Declarations		
Form	Covered Individuals	Approved	Yes
Form	Commercial Lines Policy Common	Approved	Yes
Form	Renewal Declarations Hairdressers		
Form	Program		
Form	Commercial Property Enhancement	Approved	Yes
Form	Endorsement		
Form	Arkansas Changes - Appraisal	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/20/2007
Submitted Date 08/20/2007
Respond By Date 08/31/2007

Dear Amanda Webster,

Form: 4601 PC 0707 and 4630 CP 0707

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Please feel free to contact me if you have questions.

Llyweyia Rawlins
Certified Rate and Form Analyst
Property and Casualty Division
501-371-2809 Fax 501-371-2748
Email: Llyweyia.rawlins@arkansas.gov

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/24/2007
Submitted Date 08/24/2007

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: The attached form (4697 IL) complies with your regulations.

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Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Changes - Appraisal	4697 IL	0807	Endorsement/AmendmentNew /Conditions			0	46 97 IL 0807.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Amanda Webster

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Property Special Broadening Endorsement	2199 CP	0804	Endorsement/Amendment/Conditions		0.00	21 99 CP 0804.pdf
Approved	Commercial Inland Marine Declarations	2626 IM	1204	Declaration News/Schedule		0.00	26 26 IM 1204.pdf
Approved	Electronic Data Processing Coverage Form	2976 CM	0199	Policy/Coverage Form		0.00	29 76 CM 0199.pdf
Approved	Miscellaneous Property Coverage - Declarations	3904 IM	0299	Declaration News/Schedule		0.00	39 04 IM 0299.pdf
Approved	Special Floater Coverage Form	4313 IM	0404	Endorsement/Amendment/Conditions		0.00	43 13 IM 0404.pdf
Approved	Professional Liability Policy Declaration	4599 PL	0507	Declaration News/Schedule		0.00	45 99 PL 0507.pdf
Approved	Beauticians' Professional Liability Coverage Part	4600 PL	0707	Policy/Coverage Form		0.00	46 00 PL 0707.pdf
Approved	Electrologists' Liability Policy Provisions	4601 PL	0707	Policy/Coverage Form		0.00	46 01 PL 0707.pdf
Approved	Lead Exclusion Endorsement	4602 IL	0707	Endorsement/Amendment/Conditions		0.00	46 02 IL 0707.pdf

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Approved	Exclusion - Intellectual Property Hazard	4604 GL	0507	Endorsement/Amendment/Conditions	New	0.00	46 04 GL 0507.pdf
Approved	Premises Liability Endorsement	4605 PL	0507	Endorsement/Amendment/Conditions	New	0.00	46 05 PL 0507.pdf
Approved	Nuclear Energy Liability Exclusion Endorsement Broad Form	4606 PL	0507	Endorsement/Amendment/Conditions	New	0.00	46 06 PL 0507.pdf
Approved	Additional Insured	4607 PL	0507	Endorsement/Amendment/Conditions	New	0.00	46 07 PL 0507.pdf
Approved	Barber Shop Added	4608 PL	0507	Endorsement/Amendment/Conditions	New	0.00	46 08 PL 0507.pdf
Approved	Barber Shop Substituted	4609 PL	0707	Endorsement/Amendment/Conditions	New	0.00	46 09 PL 0707.pdf
Approved	Lessee - Booth Space Endorsement	4610 PL	0507	Endorsement/Amendment/Conditions	New	0.00	46 10 PL 0507.pdf
Approved	Ear Piercing Endorsement	4611 PL	0707	Endorsement/Amendment/Conditions	New	0.00	46 11 PL 0707.pdf
Approved	Electrologist Added Endorsement	4612 PL	0507	Endorsement/Amendment/Conditions	New	0.00	46 12 PL 0507.pdf
Approved	Liability Release	4613 PL	0507	Endorsement/Amendment/Conditions	New	0.00	46 13 PL

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Approval	Description	PL	TOI	Policy Description	Rate	Attachment
	Endorsement - Beauty School			nt/Amendment/Conditions		0507.pdf
Approved	Malpractice Coverage: Technicians, Demonstrators, Instructors or Sales Personnel	4614 PL	0507	Endorsement/Amendment/Conditions	0.00	46 14 PL 0507.pdf
Approved	Other Insurance Endorsement (Beauty Salon)	4615 PL	0507	Endorsement/Amendment/Conditions	0.00	46 15 PL 0507.pdf
Approved	School Premium Basis	4616 PL	0507	Endorsement/Amendment/Conditions	0.00	46 16 PL 0507.pdf
Approved	Skin Care Endorsement	4617 PL	0507	Endorsement/Amendment/Conditions	0.00	46 17 PL 0507.pdf
Approved	Slenderizing Endorsement	4618 PL	0507	Endorsement/Amendment/Conditions	0.00	46 18 PL 0507.pdf
Approved	Trade Shows Coverage Endorsement	4619 PL	0507	Endorsement/Amendment/Conditions	0.00	46 19 PL 0507.pdf
Approved	Total Pollution Exclusion	4620 PL	0507	Endorsement/Amendment/Conditions	0.00	46 20 PL 0507.pdf
Approved	Abuse or Molestation Exclusion Endorsement	4621 PL	0507	Endorsement/Amendment/Conditions	0.00	46 21 PL 0507.pdf

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Approved	Addendum A - Hold Harmless Agreement - Student Operator - Beauty School	4623 PL 0507	Endorsement/Amendment/Conditions	0.00	46 23 PL 0507.pdf
Approved	Physical Loss or Damage to Electrolysis Equipment Endorsement - Broad Form	4630 CP 0707	Endorsement/Amendment/Conditions	0.00	46 30 CP 0707.pdf
Approved	Policyholder Disclosure Notice Terrorism Risk Insurance Act Coverage	PC NO 06 0206	Disclosure/ New Notice	0.00	PC NO 06 0206.pdf
Approved	Non-Owned and Hired Auto Liability	2986 GL 0299	Endorsement/Amendment/Conditions	0.00	29 86 GL 0299.pdf
Approved	Commercial Inland Marine Electronic Data Processing Coverage Declarations	3901 CM 0199	Declaration News/Schedule	0.00	39 01 CM 0199.pdf
Approved	Covered Individuals	4639 PL 0707	Endorsement/Amendment/Conditions	0.00	46 39 PL 0707.pdf
Approved	Commercial Lines Policy Common Renewal Declarations Hairdressers Program	4640 IL 0707	Declaration News/Schedule	0.00	46 40 IL 0707.pdf

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Approved	Commercial	4646 CP	0707	Endorseme New	0.00	46 46 CP
	Property			nt/Amendm		0707.pdf
	Enhancement			ent/Condi		
	Endorsement			ons		
Approved	Arkansas	4697 IL	0807	Endorseme New	0.00	46 97 IL
	Changes -			nt/Amendm		0807.pdf
	Appraisal			ent/Condi		
				ons		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM – CP 00 10 CAUSES OF LOSS - SPECIAL FORM – CP 10 30

Refer to **SECTION VI - DEFINITIONS** of this form for additional words or phrases with special meaning.

I COVERAGE

Scheduled Coverages

<u>Schedule</u>	<u>Limit of Insurance</u>	<u>Page</u>
1. Debris Removal	\$ 25,000	2
2. Pollutant Clean-up	\$ 25,000	3
3. Arson Reward	\$ 30,000	3
4. Newly Acquired or Constructed Property:		
- Buildings	\$ 1,000,000	3
- Personal Property	\$ 500,000	3
5. Property Off-Premises	\$100,000	4
6. Worldwide Property Off Premises	\$45,000	4
7. Salesperson Samples	\$ 25,000	4
8. Exhibitions	\$ 50,000	5
9. Property In Transit	\$50,000	5
10. Depositors Forgery	\$ 25,000	6
11. Employee Dishonesty Including Welfare and Pension Plan ERISA Compliance	\$ 50,000	6
12. Money and Securities	\$ 25,000	8
13. Foundations and Underground Pipes	\$ 250,000	8
14. Tenant Glass	\$ 10,000	8
15. Ordinance or Law Coverage	\$ 50,000	8
16. Newly Acquired Locations Increased Limits for Business Income and Extra Expense	\$ 250,000	10
17. Contractual Penalties	\$ 25,000	10
18. Dependent Properties	\$ 100,000	11
19. Utility Services	\$ 25,000	11
20. Transit Business Income and Extra Expense	\$ 100,000	11
21. Contingent Transit Business Income and Extra Expense	\$ 100,000	11
22. Change in Temperature, Electrical Injury, Utility Services and Contamination by Refrigerant	\$ 50,000	12
23. Water Damage, Other Liquids, Powder or Molten Material Damage	\$ 25,000	12
24. Underground Water Seepage	\$ 10,000	12

Blanket Limit of Insurance \$250,000

The Blanket Limit of Insurance shown above applies to all Coverages shown in **Section III, B.** of this Endorsement. The Blanket Limit of Insurance applies separately to each covered premises shown in the declarations and is subject to the Deductible (**Section II.** of this endorsement). This Blanket Limit of Insurance does not apply to premises shown in the Commercial Property Coverage Part Declarations as Any Other Location. At the time of loss, you may elect to apportion this Blanket Limit of Insurance to one or any combination of the Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Limit of Insurance shown above at any one covered premises.

Coverage included within this Blanket Limit of Insurance:

ACCOUNTS RECEIVABLE	BUSINESS INCOME AND EXTRA EXPENSE
CLAIMS EXPENSES	COMPUTER AND COMPUTERIZED EQUIPMENT
FINE ARTS	FIRE DEPARTMENT SERVICE CHARGES
MOVEMENT OF PROPERTY	OUTDOOR PROPERTY
PERSONAL EFFECTS AND PROPERTY OF OTHERS	VALUABLE PAPERS AND RECORDS - COST OF RESEARCH

Coverage Extensions

PRESERVATION OF PROPERTY	THEFT DAMAGE TO BUILDING
MARRING AND SCRATCHING	BRANDS AND LABELS
CONSEQUENTIAL LOSS TO STOCK	FIRE PROTECTION EQUIPMENT RECHARGE

II DEDUCTIBLE

Each loss shall be adjusted separately, and from the amount of such adjusted loss, the sum of \$1,000 shall be deducted for all coverage listed under **Section 1. COVERAGE.**

III COVERED PROPERTY**A. Scheduled Coverages**

If more than one coverage under this form applies to property that has been damaged from one "occurrence", you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the largest of the limits that would be applicable.

1. **Debris Removal** (Section **A.4.a.** of **CP 00 10**) is replaced by the following:

- (a) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (b) The most we will pay under this Additional Coverage is 25% of:
 - (1) The amount we pay for the direct physical loss of or damage to Covered Property; plus
 - (2) The deductible in this policy applicable to that loss or damage.

Payments under this Additional Coverage will not increase the applicable Limit of Insurance. But this limitation does not apply to any additional debris removal limit provided below.

- (c) If:
- (1) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance, or
 - (2) The debris removal expense exceeds the amount payable under the 25% limitation above.
- We will pay up to an additional \$25,000 for each location in any one "occurrence" under the Debris Removal Additional Coverage. This coverage is an additional amount of insurance.
- (d) No part of this Additional Coverage applies to costs to:
- (1) Extract "pollutants" from land or water; or
 - (2) Remove, restore or replace polluted land or water.
- (e) We will also pay up to \$1,000 for the costs you incur at each premises to remove debris of outdoor trees, shrubs or plants that are blown onto your premises by wind.

2. Pollution Clean Up and Removal (Section A.4.d. of CP 00 10) is replaced by the following:

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, leakage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy. This coverage is an additional amount of insurance.

3. Arson Reward

In the event that a covered fire loss was the result of an act of arson, we will reimburse you up to \$30,000 for rewards you pay for information leading to convictions for that act of arson.

Arson Reward Condition Coinsurance and Deductible do not apply to this Additional Coverage. This coverage is not an additional amount of insurance.

4. Newly Acquired or Constructed Property (Section A.5.a. of CP 00 10) is replaced by the following:

- (a) You may extend the insurance that applies to Building to apply to:
- (1) Your new buildings while being built on the described premises; and
 - (2) Buildings you acquire at locations, other than the described premises, intended for:
a-similar use as the building described in the Declarations; or b-use as a warehouse.

The most we will pay for loss or damage under this Coverage Extension is the Limit of Insurance for Building shown in the Declarations but not more than \$1,000,000 at each building.

- (b) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Coverage Extension is the limit of Insurance for Your Business Personal Property shown in the Declarations, but not more than \$500,000 at each building.

(c) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (1) this policy expires,
- (2) 90 days expire after you acquire or begin to construct the property; or
- (3) you report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property. Payment under this Coverage Extension is included within the applicable Limit of Insurance.

5. Property Off-Premises (Section A. 5. d. of CP 00 10) is replaced by the following:

You may extend the insurance that applies to Your Business Personal Property to apply to Property Off-Premises, other than "stock," that is temporarily at a location you do not own, lease or operate.

This coverage extension applies to "stock" while at:

- a) temporary storage locations;
- b) processing locations; and
- c) installation sites.

Coverage at installation sites ends when the property is installed and tested, whether or not it has become fully operational or accepted by the owner.

This Coverage Extension does not apply to Covered Property:

- (a) In the care custody or control of your salesperson; or
- (b) At any fair or exhibition; or
- (c) At newly acquired premises; or
- (d) Damaged by installation or testing.

The most we will pay for loss or damage under this Coverage is \$100,000. This coverage is an additional amount of insurance.

6. Worldwide Property Off Premises

You may extend the insurance that applies to Your Business Personal Property and Business Personal Property of Others to apply to that property when it is temporarily outside the coverage territory, while "in transit" or on airborne transportation carriers, for the purpose of exhibition, service or repair.

The most we will pay for loss under this Coverage Extension is \$45,000. This coverage is an additional amount of insurance.

7. Salesperson Samples

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (a) Samples of your "stock" in trade (including containers), while off the described premises; and
- (b) Similar business property of others; when in the custody of your sales representatives, or agents (exclusively for your benefit), or yourself while acting as a sales representative, while off the described premises; or while "in transit" between your premises and your sales representatives.

The most we will pay for loss or damage under this Coverage is \$25,000 for property in the custody of any one salesperson. Our payment for loss of or damage to property of others will only be for the

account of the owner of the property. **"B. EXCLUSIONS I.e.; 2.a. and 2.d.(4),(5) & (6) of CP 10 30"** do not apply to this Coverage. This coverage is an additional amount of insurance.

8. Exhibitions

You may extend the insurance that applies to Your Business Personal Property, including property of others that is in your care, custody or control, or for which you have accepted responsibility, to apply to that property while temporarily on display to the public at premises you do not regularly occupy.

The most we will pay for loss of damage under this Coverage is \$50,000 at any one exhibition. Our payment for loss of or damage to property of others will only be for the account of the owner of the property. **"B. EXCLUSIONS I.e., 2.a. and 2.d.(5) of CP 10 30"** do not apply to this Coverage. This coverage is an additional amount of insurance.

9. Property In Transit (Section E. 1. of CP 10 30) is replaced by the following:

You may extend the insurance that applies to your Business Personal Property to shipments of such property while "in transit" more than 100 feet from the described premises at your risk, by motor vehicle, rail car or aircraft, between points within the coverage territory. This includes property you have sold when your responsibility continues until the property is delivered.

a) This coverage also applies to:

- 1) The necessary additional expenses that you incur to inspect, repackage and reship undamaged Covered property when the shipment is damaged as a result of a Covered Cause of Loss.

2) FOB Shipments

Outgoing shipments where the risk of loss or damage is transferred to the buyer when such property leaves your premises.

You must use all reasonable means to collect the amount due you from the buyer before making a claim under the Property In Transit Additional Coverage Extension.

We will not make payment under this Property in Transit Additional Coverage Extension until you grant us the right of recovery against the buyer.

- 3) Shipments during loading or unloading and within 100 feet of any transporting conveyance.
- 4) Outgoing shipments which have been rejected by the co-signee or are not deliverable while:
 - (a) In due course of transit, being returned to you; or
 - (b) Up to 30 days after delivery or attempted delivery awaiting return to you.

b) Under this Property in Transit Additional Coverage Extension, we will not pay for:

- 1) Property in the care, custody or control of your salesperson.
- 2) Mail shipments in the custody of the US Postal Service; or
- 3) Property of others for which you are responsible as a carrier for hire or car loader, consolidator, broker, freight forwarder, shipping association, or other arranger of transportation.

- c) We will not pay for loss or damage if you impair our rights to recover from any carrier for hire. But you may accept from carriers for hire bills of lading, receipts or contracts of transportation which contain a limitation of value.
- d) The most we will pay under this Property in Transit Additional Coverage Extension is \$50,000 for all loss or damage to property in any one conveyance. Our payment for loss of or damage to property of others will be for the account of the owner of the property.

This Coverage is additional insurance. The Additional Condition, Coinsurance and **B. EXCLUSIONS 2.a., 2.d.(4), (6), and (7)(a) & (b) and 2. I. of CP 10 30"** do not apply to this Coverage.

10. Depositors Forgery

You may extend the insurance that applies to Your Business Personal Property to apply to loss you sustain because a written promise or order to pay "money" is forged or altered.

We will pay for this loss whether the promise or order is:

- (a) Made by you;
- (b) Drawn upon by you; or
- (c) Made or drawn by an agent of yours.

The most we will pay for loss in any one "occurrence" of Depositors Forgery under this Coverage Extension is \$25,000. This coverage is an additional amount of insurance.

11. Employee Dishonesty

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (a) Loss or damage to any property, other than contraband or property in the course of illegal transportation or trade, resulting from dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:
 - (1) Cause you to sustain loss; and also
 - (2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for: a-the "employee"; or b-any person or organization intended by the "employee" to receive that benefit.
- (b) We will not pay for loss or damage:
 - (1) Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with any other persons.
 - (2) The only proof of which as to its existence or amount is an inventory computation; or a profit and loss computation.
- (c) All loss or damage:
 - (1) Caused by one or more person; or
 - (2) Involving a single act or series of related acts;
 is considered one "occurrence".

- (d) We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- (e) This coverage does not apply to any "employee" immediately upon discovery by:
 - (1) You; or
 - (2) Any of your partners, officers or directors not in collusion with the "employee"; of any dishonest act committed by that "employee" before or after being hired by you.
- (f) We will pay only for covered loss or damage discovered no later than one year from the end of the Policy Period.
- (g) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this coverage, provided:
 - (1) This coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss of damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (h) The insurance under paragraph (g) above is part of, not in addition to, the Limit of Insurance applying to this Coverage and is limited to the lesser of the amount recoverable under:
 - (1) This coverage as of its effective date; or
 - (2) The prior insurance had it remained in effect.
- (i) You may extend this coverage to apply to loss caused by any "employee" while temporarily outside the Coverage Territory for a period of not more than 90 days.

The most we will pay for loss in any one "occurrence" of Employee Dishonesty under this Coverage is \$50,000. "**B. Exclusion 2.h. of CP 10 30**" does not apply to this Coverage. This coverage is an additional amount of insurance.

Welfare and Pension Plan ERISA Compliance:

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

- (a) Employee " also includes any natural person who is:
 - (1) a trustee, an officer, administrator or a manager, except an administrator or a manager who is an independent contractor, of any Employee Welfare or Pension Benefit Plan (hereinafter called Plan) insured under this insurance, and
 - (2) your director or trustee while the pension is handling funds or other property of any Plan insured under this insurance.
- (b) If any Plan is insured with any other entity under this insurance , you or the Plan Administrator must select a Limit of Insurance for the EMPLOYEE DISHONESTY coverage that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.
- (c) If the Insured first named in the Declarations is an entity other than a Plan, any payment we make to that Insured for loss sustained by any Plan will be held by the Insured for the use and benefit of the Plan(s) sustaining loss.
- (d) If two or more Plans are insured under this insurance, any payments we make for loss:
 - (1) sustained by two or more Plans or

- (2) of commingled funds or other property of two or more Plans that arises out of one "occurrence", is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.
- (e) The Deductible Condition, section II. does not apply to the Welfare and Pension Plan ERISA Compliance.

12. Money and Securities

You may extend the Insurance that applies to Your Business Personal Property to apply to loss of your "money" and "securities" resulting directly from "theft", disappearance or destruction while:

- (a) Inside your premises;
- (b) Inside the premises of a banking institution or similar safe depository; or
- (c) Outside your premises in the custody of;
 - (1) A "messenger"; or
 - (2) An armored motor vehicle company.

The most we will pay for loss under this Coverage is \$25,000. "B. EXCLUSIONS 1.e., 2.a., 2.d.(1),(4) , (5) and (6) of CP 10 30" do not apply to this Coverage. This coverage is an additional amount of insurance.

13. Foundations and Underground Pipes

You may extend the insurance that applies to Building to apply to loss or damage to:

- (a) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor, or
 - (2) The surface of the ground, if there is no basement;
- (b) Underground pipes, flues and drains used to service a building or structure for heating, air conditioning, plumbing, electricity or communications; and
- (c) The cost of excavation, grading, backfilling or filing.

The most we will pay for loss under this Coverage is 10% of the applicable Limit of Insurance for Building shown in the Declarations, but not more than \$250,000. Payment for loss or damage to this property is included within the applicable Limit of Insurance.

14. Tenant Glass

You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to building glass, including encasement, frames, alarm tape, lettering and ornamentation for which you are legally responsible as a tenant.

The most we will pay for loss or damage under this Coverage is \$10,000 at each location where you are a tenant.

The Additional Condition, Coinsurance does not apply to these Extensions. This coverage is an additional amount of insurance.

15. Ordinance or Law Coverages

If a Covered Cause of Loss occurs to covered Building property at the described premises, we will pay:

(a) Loss to the Undamaged Portion of the Building Coverage

For loss of value to the undamaged portion of the building caused by enforcement of any ordinance, regulation or law that:

- (1) Requires the demolition of the undamaged part of the same building caused by a Covered Cause of Loss when the entire building suffering a Covered Cause of Loss must be demolished;
- (2) Regulates the construction or repair of that specific portion of the building that has been damaged, or establishes zoning or land use requirements at the described premises; and
- (3) Is in force at the time of loss.

Coverage for the undamaged portion of the building is the same as that provided for the damaged portion of the building.

This Loss to the Undamaged Portion of the Building Coverage is included within the Limit of Insurance applicable to the Covered Property. This is not additional amount of insurance.

Payment for the undamaged portion of the building will be on the same valuation basis applicable to the damaged portion of the building.

(b) Demolition Cost Coverage

The cost to demolish and clear the site of undamaged parts of the same building when such demolition and site clearing is caused by enforcement of any ordinance, regulation or law that:

- (1) Requires the demolition of the undamaged part of the same building that has been damaged by a Covered Cause of Loss when the entire building suffering a Covered Cause of Loss must be demolished;
- (2) Regulates construction and repair of that specific portion of the building that has been damaged or establishes zoning or land use requirements at the described premises; and
- (3) Is in force at the time of loss.

(c) Increased Cost of Construction Coverage

- (1) The increased cost to repair, rebuild or reconstruct that specific portion of covered building property damaged by a Covered Cause of Loss due to the enforcement of any building, zoning or land use ordinance, regulation or law; and
- (2) To rebuild demolished parts of the building when such demolition was required by enforcement of any ordinance, regulation or law that:
 - a) requires the demolition of the undamaged part of the same building that has been damaged by a Covered Cause of Loss when the entire building suffering a Covered Cause of Loss must be demolished;
 - b) regulates construction and repair of that specific portion of the building that has been damaged or establishes zoning or land use requirements at the described premises; and
 - c) is in force at the time of loss.

The repaired or rebuilt property must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

We will not pay for increased construction costs unless the property is actually repaired or replaced, at the same or another premises, as soon as reasonably possible after the loss or damage, not to exceed two years.

The most we will pay for loss under **Demolition Cost Coverage and Increased Cost of Construction Coverage** of this Coverage is \$50,000 at each described premises. However, if the property is demolished, and repaired or replaced at the same premises, or another location, we will not pay more than:

- (1) The amount you actually and necessarily spend to demolish and clear the site where the loss occurred; and
- (2) The amount you actually spend, or would have spent, to repair, rebuild, or construct the property with other property of comparable material and quality, and of the same height, floor area and style, at the same site on the same premises.

Demolition Cost Coverage and Increased Cost of Construction Coverage are additional insurance.

We will not pay under this Coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The terms of this Coverage apply separately to each building.

16. Newly Acquired Locations Increased Limits for Business Income and Extra Expense

You may extend your "business income" and "extra expense" coverage to apply to property at any location you acquire, other than at fairs or exhibitions.

The most we will pay for loss under this Newly Acquired Locations Increased Limits for Business Income and Extra Expense Coverage is the lesser of.

- (a) The highest limit of insurance for "business income" and "extra expense" shown in the Declarations, or
- (b) \$250,000.

Insurance under this Coverage for each newly acquired location will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property. This coverage is an additional amount of insurance.

17. Contractual Penalties

You may extend your "business income" coverages to apply to penalties that are imposed by a written contract between you and your customers. These penalties must:

- (a) Result from your failure to timely deliver your product according to contract terms;
- (b) Result from direct physical loss or damage by a Covered Cause of Loss to Covered Property; and
- (c) Have been paid to your customer.

The most we will pay under this Coverage is \$25,000. This Coverage is an additional amount of insurance.

18. Dependent Properties

You may extend your "business income" and "extra expense" coverages to apply to the actual loss of "business income" or "extra expense" you sustain due to the necessary suspension of your "operations" during the "dependent property period of restoration". The suspension must be caused by direct physical loss of or damage to property at the premises of a "dependent property" caused by or resulting from a Covered Cause of Loss.

As respects loss of "business income" caused by direct physical loss of or damage to property at any premises of a "dependent property", the coverage territory is all parts of the world if:

- (a) Loss of "business income" is sustained due to the necessary suspension of your "operations" during the "period of restoration"; and
- (b) The suspension is caused by direct physical loss or damage caused by or resulting from any Covered Cause of Loss to property at the premises of a "dependent property".

The "business income" and "extra expense" coverage provisions respecting direct physical loss or damage at the described premises will apply separately to each "dependent property" premises.

We will reduce the amount of your "business income" loss, other than "extra expense", to the extent you can resume "operations" in whole or in part by using any other available source of materials or outlet for your products.

The most we will pay under this Dependent Properties Coverage is 25% of the applicable Limit of Insurance for "business income" or "extra expense" shown in the Declarations, but not more than \$100,000, for loss you sustain from loss of or damage to property at the premises of any one "dependent property". This coverage is an additional amount of insurance.

19. Utility Services

You may extend your "business income" and "extra expense" coverages to apply to the actual loss of "business income" or "extra expense" you sustain at the described premises caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the following services:

- (a) Water supply services;
- (b) Communication supply services; or
- (c) Power supply service.

We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the property described above.

The most we will pay for loss or damage under this Coverage is \$25,000 at each described premises. This amount is included in the limit of insurance for "business income" and "extra expense".

20. Transit Business Income and Extra Expense

You may extend your "business income" or "extra expense" coverages to apply to the actual loss of "business income" or "extra expense" you sustain due to direct physical loss or damage to Covered Property "in transit" caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage is \$100,000. This amount is included in the Limit of Insurance for "business income" and "extra expense".

21. Contingent Transit Business Income and Extra Expense

You may extend your "business income" or "extra expense" coverage to apply to the actual loss of "business income" or "extra expense" you sustain due to direct physical loss or damage to Business Personal Property of Others, not in your care, custody or control, while "in transit" caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss under this Coverage is \$100,000. This amount is included in the Limit of Insurance for "business income" and "extra expense".

22. Change in Temperature, Electrical Injury, Utility Services And Contamination By Refrigerant

The most we will pay for loss or damage to Covered Property under this Coverage is \$50,000. This limit will apply to all loss or damage proximately caused by the same event, whether such loss or damage results from change in temperature, electrical injury, off premises services or contamination by refrigerant or any combination of the four. "**B. EXCLUSIONS I.e., 2.a. and 2.d.(6),(7)(a) and (b) of CP 10 30**" do not apply to this Coverage.

Change in Temperature Damage to covered property caused by a change in temperature or humidity resulting from a mechanical breakdown or malfunction of heating, refrigerating, cooling or humidity control equipment at the described premises.

Electrical Injury Damage to covered property caused by artificially generated electric current, other than electrical arcing, that damages, destroys or otherwise disturbs electrical devices, appliances or wires.

Utility Premises Services Damage to covered property caused by the interruption of service resulting from direct physical loss or damage, by a Covered Cause of loss, to the following property not on the described premises:

- (a) Water supply services;
- (b) Communication supply services; or
- (c) Power supply services.

Contamination By Refrigerant Contamination by refrigerant from refrigerating, cooling or humidity control apparatus or equipment.

Payment under this Coverage is included within the applicable Limit of Insurance.

23. Water Damage, Other Liquids, Powder or Molten Material Damage (Section E.2. of CP 10 30) is replaced by the following:

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace:

- a) any part of the building or structure, or
- b) in the case of underground pipes used to service the building or structure for heating, air conditioning, plumbing, electricity or communications, damaged lawns, shrubs or paved areas, and to repair damage to the system or appliance from which the water or other substance escapes.

Payment under the Coverage is included within the applicable Limit of Insurance. The maximum we will pay for loss or damage to lawns, shrubs or paved areas is \$25,000.

24. Underground Water Seepage

"B. Exclusion g. (3) of CP 1030 is deleted. Exclusion g. (4) is amended to read:

(a) **Underground Water Seepage:**

We will pay up to \$10,000 at each described premises for loss or damage to covered property caused by or resulting from water under the ground surface pressing on, or flowing or seeping through:

- (1) Foundations, walls, floors or paved surfaces;
- (2) Basements, whether paved or not; or
- (3) Doors, windows or other openings.

(b) This cause of loss does not apply to Personal Property At Other Premises.

B. Blanket Coverages

1. Accounts Receivable

You may extend this insurance to apply to losses and expenses that you incur as a result of loss or damage to your records of accounts receivable.

Losses and expenses under this coverage mean:

- (a) All sums due you from customers, provided you are unable to effect collection;
- (b) Interest charges on any loan used to offset impaired collections pending prepayment of such sums made uncollectible by loss or damage;
- (c) Collection expenses in excess of normal collection costs made necessary because of loss or damage; or
- (d) Other reasonable expenses incurred by you in recreating records of accounts receivable following such loss or damage.

For accounts receivable, we will pay the lesser of

- (a) The sum of all accounts receivable due (with reasonable deductions);
- (b) The reasonable cost to reconstruct your accounts receivable records; or
- (c) The applicable limit.

If we have made payment, you will immediately notify and credit us for any recoveries made by you or others on your behalf.

"B. EXCLUSIONS I.e., 2.a., and 2.d.(4) through (7) of CP 10 30" do not apply to this Coverage.

2. Business Income and Extra Expense

(a) **Business Income**

We will pay for the actual loss of "business income" you incur due to the necessary suspension of "operations during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises, including personal property in the open, or in a vehicle, within 100 feet, caused by or resulting from a Covered Cause of Loss. Loss as defined above must be incurred during the "period of restoration"

(b) **Extra Expense**

We will pay the actual and necessary "extra expense" you sustain due to direct physical loss of or damage to property at the described premises caused by or resulting from any covered cause of loss. Loss as defined above must be incurred during the "period of restoration".

We will pay for Loss of Business Income or Extra Expense that occurs during the "period of restoration" up to 12 consecutive months after the date of direct physical loss or damage causing the loss of income

or "extra expense". This coverage does not extend to cover windfall profits that might have been earned due to any unfavorable conditions caused by the impact of a covered loss.

(a) Extended Business Income Increased Time Period

We will pay for the actual loss of "business income" you incur arising from a covered cause of loss to covered property during the period that:

- (1)** Begins on the date property (except "finished stock") is, or should have reached, substantial completion" and "operations" are resumed; and
- (2)** ends on the earlier of:
 - a)** the date you could, or should have been able to, fully restore your earnings to their pre-loss level, whether or not your "operations" were profitable; or
 - b)** 180 consecutive days after the "period of restoration" ends, or 12 consecutive months from the date of the covered loss, whichever is less.

This coverage does not extend to cover windfall profits that might have been earned due to any unfavorable conditions caused by the impact of a covered loss.

3. Claim Expenses

We will pay for all reasonable expenses you incur at our request to assist us in:

- (a)** The investigation of a claim; or
- (b)** The determination of the amount of loss, such as taking inventory.

We will not pay for:

- (a)** Expenses to prove that loss or damage is covered;
- (b)** Expenses incurred under Section **2. Appraisal** of **E. LOSS CONDITIONS** of **CP 0010**;
- (c)** Expenses incurred for examinations under oath; or
- (d)** Expenses or percentages billed by and payable to attorneys, or independent or public adjusters.

4. Computers and Computerized Equipment (EDP)

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (a)** Your computer equipment and related component parts, including such property of others that is in your care, custody or control;
- (b)** Your instructional material and prepackaged software programs purchased for use with your computer system; and
- (c)** Your blank electronic or magnetic media.

Our payment for loss of or damage to property of others will only be for the account of the owner of the property. "**B. EXCLUSIONS** i.e., **2.a.**, and **2.d.(4)** through **(7)** of **CP 10 30**" do not apply to this Coverage Extension.

Business Income Computer Virus

We will pay for the actual loss of "business income" or "extra expense" you incur due to the necessary suspension of "operations" during the "period of restoration" caused by or resulting from "computer virus" that occurs at the premises shown in the Declarations.

5. Fine Arts

You may extend this insurance to apply to "fine arts" that are your property or the property of others that are in your care, custody or control.

Our payment for loss of or damage to property of others will only be for the account of the owner of the property. "B. EXCLUSIONS I.e., 2.a. and 2.b., 2.d.(4) and (6) of CP 10 30" do not apply to this Coverage.

6. Fire Department Service Charge (Section A.4.c. of CP 00 10) is replaced by the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for fire department service charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

7. Movement Of Property

If:

- (a) You move Covered Property from a described premises to a new premises; and
- (b) A Limit of Insurance for such new premises is specifically endorsed to this Coverage Part and the prior described premises has been deleted from this Coverage Part; and
- (c) Direct physical loss or damage from a Covered Cause of Loss occurs to Covered Property at the prior described premises before the movement of property to the new premises is completed;

We will pay for loss or damage to covered property at the prior described premises.

Insurance under this Movement Of Property Additional Coverage will end when any of the following first occurs:

- (a) The movement of property to the new premises is completed; or
- (b) 30 days after the effective date of the endorsement adding the new premises.

8. Outdoor Property (Section A.5.e. of CP 00 10) is replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to:

- (a) Bridges, roadways, walks, patios or other paved surfaces;
- (b) In-ground sprinkler systems and piping;
- (c) Outdoor fences and awnings;
- (d) Radio, microwave or television towers, antennas or satellite dishes, including their lead-in wiring and masts;
- (e) Retaining walls that are not part of the building;
- (f) Signs, whether or not attached to covered buildings, or structures;
- (g) Building Glass; or
- (h) Trees, shrubs and plants (other than "stock" or lawns);

which you own or which you have a contractual liability to insure, including debris removal expense, caused by or resulting from any Covered Causes of Loss, except for (h) above.

Trees, shrubs and plants (other than 'stock' or lawns)" above is covered for loss or damage caused by or resulting from the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Falling Objects.

9. Personal Effects and Property of Others (Section A.5.b. of CP 00 10) is replaced by the following:

You may extend this insurance to apply to Personal Effects owned by you, your officers, your partners or your employees.

Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

10. Valuable Papers and Records Cost of Research (Section A.5.c. of CP 00 10) is replaced by the following:

You may extend this insurance to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media. There will be no payment made with regards to research for any valuable papers or records which are not replaced or restored.

"B. EXCLUSIONS 1.e., 2.a., and 2. d.(4) through (7) of CP 10 30" do not apply to this Coverage.

C. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If more than one coverage under this form applies to property that has been damaged from one "occurrence", you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the largest of the limits that would be applicable.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

1. Preservation of Property (Section A. 4. b. of CP 00 10) is replaced by the following:

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (a) While it is being moved or while temporarily stored at another location; and
- (b) Only if the loss or damage occurs within 90 days after the property is first moved.

Payments under this Additional Coverage will not increase the applicable Limit of Insurance.

2. Theft Damage To Building

You may extend the insurance that applies to Your Business Personal Property to apply to damage caused directly by "theft" or attempted "theft" to:

- (a) That part of any building containing Covered Property; or
- (b) Equipment within the building used to maintain or service the building.
- (c) Under this Theft Damage To Building Coverage Extension, we will not pay for damage:
 - (1) To glass; or
 - (2) To lettering or artwork on glass or etching to glass.

This Theft Damage To Building Coverage applies only to premises where you are a tenant and are responsible for such damage.

Payment under this Coverage is included within the applicable Limit of Insurance.

3. Marring And Scratching

We will pay for loss or damage to Covered Property at the described premises due to sudden and accidental marring and scratching of:

- (a) Your "stock"; and
- (b) Property of others that is in your care custody or control.

This Cause of Loss does not apply to:

- (a) Property at other premises; and
- (b) Property in transit.

Payment under this Coverage is included within Your Business Personal Property Limit of Insurance.

4. Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, and we take all or any part of the damaged property at an agreed or appraised value, you may extend the insurance that applies to Your Business Personal Property to pay expenses incurred to:

- (a) Stamp salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- (b) Remove the brands or labels, if doing so will not physically damage the merchandise or its containers, and relabel the merchandise or its containers to comply with the law.

Payment of these expenses is included within the applicable Limit Of Insurance.

5. Consequential Loss To "Stock"

We will pay for the reduction in value of the remaining parts of the "stock" in process of manufacture when the reduction is caused by direct physical loss or damage from a covered Cause of Loss to other parts of covered "stock" in process of manufacture.

Payment of any reduced value of "stock" is included within the applicable Limit of Insurance for Your Business Personal Property.

6. Fire Protection Equipment Recharge

We will pay expenses you incur to recharge automatic fire protection equipment when such equipment is discharged to fight a fire or as the result of a Covered Cause of Loss.

The deductible does not apply to this Coverage. Payment of these expenses is included within the applicable Limit of Insurance.

IV. "C. LIMITATIONS" of **CP 10 30** is changes as follows:

LIMITATION 3. b. is replaced as follows:

\$2,500 for jewelry, watches, watch movement, jewels, pearls, precious and semi precious stones, and bullion. This limit does not apply to jewelry and watches worth \$100 or less per item.

\$35,000 for gold, silver, platinum and other precious alloys or metals used in the manufacture of your product.

LIMITATION 3. c. for patterns, dies, molds and forms is deleted.

V. "E. LOSS CONDITIONS" of **CP 0010** is changed as follows:**7. Valuation** is replaced with the following:

We will determine the value of Covered Property in the event of loss or damage as follows:

- a.** At replacement cost as of the time of loss or damage, except as provided in **a.1), 2) or 3), b., C., d., e., f., g., h., i., j., k., l., m., n. or o.** below:

- (1)** You may claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for replacement cost, when applicable, if you notify us of your intent to do so within 180 days (six months in Virginia) after the date loss or damage occurs.

When you make claim on an actual cash value basis we will determine the value of Covered Property at actual cash value. If applicable, the **ADDITIONAL CONDITIONS, Coinsurance** will continue to apply.

- (2)** We will not pay on a replacement cost basis for any loss or damage:
- i.** Until the lost or damaged property is actually repaired or replaced; and
 - ii.** Unless repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the Limit of Insurance for Building satisfies the **ADDITIONAL CONDITION, Coinsurance**, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

- (3)** We will not pay more for loss or damage on a replacement cost basis than the least of:
- (a)** The Limit of Insurance applicable to the lost or damaged property;
 - (b)** The cost to replace, on the same premises, the lost or damaged property with other property: 1-of comparable material and quality; and 2-used for the same purpose; or
 - (c)** The amount you actually spend that is necessary to repair or replace the lost or damaged property.

- b.** The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except as specifically provided for under this Coverage Part.

c. Inflation Guard

- (1) The Limit of Insurance for Building will automatically increase by 4% or the percentage shown in the Declarations to provide for increases in cost of construction during the preceding policy year.
- (2) The amount of increase will be:
 - (a) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (b) The percent expressed as a decimal (example: 4% is .04), times
 - (c) The number of days since the beginning of the current policy year of the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If:

The applicable Limit of Insurance is:

\$100,000

The annual percentage increase is:

4%

The number of days since the Beginning of the policy year (Or last policy change) is:

146

The amount of increase is:

 $\$100,000 \times .04 \times 146 / 365 = \$1,600$ **d. Seasonal Fluctuation**

- 1) The Limit of Insurance for Business Personal Property will automatically increase by 25% to provide for seasonal variations.
- 2) This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (a) The 12 months immediately preceding the date the loss or damage occurs; or
 - (b) The period of time you have been in business as of the date the loss or damage occurs.

e. Manufacturers Selling Price

We will determine the value of finished "stock" you manufacture at:

- 1) The selling price, if no loss or damage occurred; or
- 2) Less discounts and expenses you otherwise would have had.

f. Glass at the cost of replacement with safety glazing material if required by law.**g. Tenant's Improvements and Betterments** at:

- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
- (2) A proportion of your original cost if you do not make repairs promptly, depending on the duration of the remaining lease period. If you have no lease, or are on a month-to-month

lease, no proportional coverage is available. Where there is an existing lease, we will determine the proportionate value as follows:

- (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
- (b) Divide the amount determined in a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.
- h. Valuable Papers and Records**, including those which exist on electronic or magnetic media (other than repackaged software programs), at the cost of:
- (1) Blank materials for reproducing the records; and
 - (2) Labor to transcribe or copy the records when there is a duplicate.
- i.** The value of the **Fine Arts** property insured is not agreed upon but will be ascertained at the time of loss or damage. We will not pay more than the least of the following amounts:
- (1) The actual cash value of the property at the time of loss or damage; or
 - (2) The amount for which you could reasonably be expected to pay to have the property repaired to its condition immediately prior to the loss.
- j. Pairs or sets** at our option:
- (1) The cost to repair or replace any part to restore the pair or set to its value before the loss; or
 - (2) The difference between the value of the pair or set before and after the loss.
- k. Property "in transit"** at:
- (1) The amount of invoice plus accrued costs, prepaid charges and charges since shipment that are not included in the invoice amount; or
 - (2) In the absence of an invoice, the value of the Covered Property will be:
 - (a) Its selling price if no loss or damage had occurred, less discounts and expenses you otherwise would have had if the Covered Property is your finished "stock"; or
 - (b) Its actual cash value as of the time of loss or damage.
- l.** The amount of "business income", "extra expense" and "resumption of operations" loss will be determined based on:
- "Business Income"** is
- (1) The net income of the business before the direct physical loss or damage occurred;
 - (2) The likely net income of the business if no loss or damage occurred;
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

"Extra Expense" is

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred.

We will deduct from the total of such expenses:

- (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once a "operations" are resumed; and
- (b) Any "extra expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) All necessary expenses that reduce the "business income" loss that otherwise would have been incurred.

"Resumption of Operations"

We will reduce the amount of your:

- (1) "Business income" loss, other than "extra expense", to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or "stock") at the described premises or elsewhere.
- (2) "Extra expense" loss to the extent you can return "operations" to normal and discontinue such "extra expense".

If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

- m. **Business Personal Property of Others and Personal Property of Others** at Actual Cash Value.
- n. **Contents of a residence** at Actual Cash Value.
- o. **Manuscripts** at Actual Cash Value.

VI. DEFINITIONS

The following replaces **H. DEFINITIONS** of **CP0010**:

1. **"Business income"** means the: a.
- (a) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
- (b) Continuing normal operating expenses incurred, including payroll.
2. **"Computer Virus"** means an intentional unwanted entry into electronic data processing media which results in unintended functions distorting, corrupting or manipulating the electronic data processing media.
3. a. **"Dependent property"** means property operated by others on whom you depend to:
- (1) Deliver materials or services, other than water, communication or power supply services to you, or to others for your account;
- (2) Accept your products or services; or
- (3) Manufacture products for delivery to your customers under contract of sale.

b. **"Dependent property period of restoration"**, with respect to "dependent property", means the period of time that:

- (1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
- (2) Ends on the date when the property at the premises of the "dependent property" is, or should have been repaired, rebuilt or replaced with reasonable speed and similar quality, to a point of 'substantial completion'. The "period of restoration" also ceases when the "operations" at the "dependent property" are permanently relocated - for whatever reason.

The expiration date of this policy will not cut short the "period of restoration".

c. **"Dependent property period of restoration"** does not include any increased period required due to the enforcement of any ordinance of law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

4. **"Employee"** means any natural person:

- a. While in your service and for 30 days after termination of service; and
- b. Whom you compensate directly by salary, wages or commissions; and
- c. Whom you have the right to direct and control while performing services for you; or
- d. Employed by an employment contractor while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the premises.

"Employee" does not mean any:

- a. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- b. Director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

5. **"Extra expense"** means the: Necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:

- (a) To avoid or minimize the suspension of business and to continue "operations" and
- (b) To minimize the suspension of business if you cannot continue "operations",
- (c) To repair or replace any property to the extent it reduces the amount of loss that otherwise would have been payable under this Business Income and Extra Expense additional coverage. This does not mean that we will pay for property to be repaired or replaced when limits for that property have been, or will be, exhausted.

6. **"Fine arts"** means antiques and objects d'art of every nature and description which are your property or the property of others in your care, custody or control at the time of loss, while on the premises described in the Declarations or while on public exhibition, "in transit", or in your custody for business related purposes.

7. **"Finished stock"** means the "stock" you have manufactured, including whiskey and alcoholic products being aged, unless there is a coinsurance percentage shown for business income in the declarations.

"Finished stock" does not include "stock" you have manufactured that is held for sale on the premises of any retail outlet insured under this coverage part.

8. **"In Transit"** means in the course of shipment or conveyance from or to the premises shown in the Declarations. It includes such shipments while temporarily stopped or delayed incidental to the delivery, such as overnight rest or for repair of the vehicle. It does not include stops or delays in shipment that are not incidental to the delivery or where the course of delivery as defined above is broken, such as vehicles situated for loading at a warehouse for a period of days.
9. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of "money" and "securities" outside your premises.
10. **"Money"** means currency, coins and bank notes and bullion in current use and having a face value and travelers checks, register checks and money orders held for sale to the public.
11. **"Occurrence"** means an:
 - a. Act or series of related acts involving one or more persons; or
 - b. Act or event, or a series of related acts or events not involving any person.
12. **"Operations"** means your business activities occurring at the described premises.
13. **"Period of restoration"** means the period of time that: a. Begins with date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and b. Ends on the date when the property at the described premises is, or should have been repaired, rebuilt, or replaced with reasonable speed and similar quality, to a point of "substantial completion". The "period of restoration" also ceases when your "operations" are permanently relocated - for whatever reason.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

 - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
 - b. Requires any insured or others to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way, respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".
14. **"Perishable goods"** means business personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
15. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. **"Securities"** mean negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets (lottery tickets held for sale are not "securities"), revenue and other stamps or unused value (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards which cards are not issued by you; but does not include "money".
17. **"Stock"** means merchandise held in storage or for sale, raw materials, and in process or finished goods, including supplies used in their packing or shipping.

- 18. "Specified Causes of Loss"** means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.
- 19. "Substantial completion"** means the property may be used or otherwise enjoyed for its intended purpose even if all restoration, repair, replacement or rebuilding work is not complete. For example, a building awaiting only exterior paint must be considered substantially complete as this aspect of repair does not prevent it from being used.
- 20. "Theft"** means any act of stealing.

All other terms and conditions of this policy remain unchanged.

STAR INSURANCE COMPANY

26255 American Drive, Southfield, Michigan 48034-2438
Phone: 248-358-1100 or 800-482-0626

COMMERCIAL INLAND MARINE DECLARATIONS

POLICY NUMBER:

RENEWAL OF:

NAMED INSURED:

MAILING ADDRESS:

PRODUCER:

NUMBER:

Policy Period: From:

To:

This policy becomes effective and expires at 12:01 a.m. Standard Time at Your Mailing Address shown above.

Coverage Parts that apply to this Policy:

Coverage Part Premium:

\$
\$
\$
\$
\$

Endorsements that apply to all Coverage Parts:

LOSS PAYEE (NAME AND ADDRESS)

ELECTRONIC DATA PROCESSING COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Common Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other Words and phrases that appear in quotation marks have special meaning. Refer to **Section F- Definitions**.

A. Coverage

1. We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

a. Covered Property, as used in this Coverage Form, means the following types of property used in your operations at a location described in the Schedule.

- (1) **Equipment.** Electronic equipment which is owned by or leased or rented to you, including data processing equipment, diagnostic equipment, word processing equipment, and telecommunications equipment; and their component parts;
- (2) **Data and Media.** Your data stored on disks, films, tapes or similar electronic data processing media; the media itself, computer programs and instructions; and
- (3) **Similar property of others in your care, custody or control.**

Unless otherwise specified in the Schedule, the Limit of Insurance applicable to Data and Media combined at each location is equal to 20 % of the total Limit of Insurance shown in the Schedule for Equipment at that location.

b. Property Not Covered

Covered Property does not include:

- (1) Property while leased or rented to others;
- (2) Any data or media which cannot be replaced with other data and media of similar kind and quality;
- (3) Documents or records unless they are converted to data processing media form. We only cover them in that form; or
- (4) Any data or media that is obsolete or unused by you.

2. Extra Expense

We will pay your Extra Expense to continue your normal data processing operations following damage to the Covered Property. Such Extra Expense must be due to direct physical "loss" to any building or to any personal property at a location described in the Schedule or at any Newly Acquired Location, caused by or resulting from a Covered Cause of Loss.

Extra Expense means necessary expenses you incur that you would not have incurred if there had been no "loss" to that property. But we will pay these expenses only for the period of time it reasonably takes you to restore your normal data processing operations.

In no event will we pay for loss of profits or earnings resulting from a reduced volume of business.

Unless otherwise specified in the Schedule, the Limit of Insurance applicable to Extra Expense at each location is equal to 20% of the total Limit of Insurance shown in the Schedule for Equipment at that location.

3. Property in Transit

We will pay for "loss" to Covered Property in transit from any of the Covered Causes of Loss. The Limit of Insurance is the greater of \$25,000 or the limit shown in the Schedule.

4. Covered Causes of Loss

Covered Causes of Loss means Risk of Direct Physical Loss to Covered Property except those Causes of Loss listed in the Exclusions.

5. Coverage Extensions

a. Civil Authority

We will pay for the actual and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described location.

But we will only pay those expenses:

- (1) When such access is prohibited due to direct physical "loss" to property adjacent to that location caused by or resulting from a Covered Cause of Loss; and
- (2) For a period up to two consecutive weeks from the date of that action.

The limit for this Coverage Extension is included within the Limit of Insurance applicable to Extra Expenses at the location where the "loss" occurs.

b. Debris Removal

(1) We will pay your expense to remove debris of Covered Property from any location described in the Schedule caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical "loss"; or
- (b) The end of the policy period.

(2) The most we will pay under this coverage extension is 25% of:

- (a) The amount we pay for the direct physical "loss" to Covered Property; plus
- (b) The deductible in this policy applicable to that "loss".

(3) Payment for Debris Removal is included within the Limits of Insurance shown in the Schedule for Equipment, and Data and Media at that location. When the sum of "loss" to Covered Property and the expense for removal of its debris exceeds those limits, or the debris removal expenses exceeds the 25% limitation in (2) above, we will pay an additional amount for the debris removal expense up to \$25,000 in any one occurrence.

(4) This Coverage Extension does not apply to costs to:

- (a) Extract "pollutants" from land or water;
- (b) Remove, restore or replace polluted land or water; or
- (c) Pollutant cleanup and removal.

We will pay your expense to extract "pollutants" from land or water at any location described in the Schedule, if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss which occurs to Covered Property:

- (a) At the described location, and
- (b) During the policy period.

The expenses will be paid only if reported to us in writing with 180 days of the earlier of:

- (a) The date of direct physical "loss"; or
- (b) The end of the policy period.

The most we will pay for each location under this Coverage Extension is \$25,000 in any one year commencing with policy inception.

The limit for this coverage extension is in addition to the Limits of Insurance.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause Of Loss, we will pay up to \$1000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to "loss"; or
- (2) Required by local ordinance.

The limit for this Coverage Extension is in addition to the Limits of Insurance.

No deductible applies to this Coverage Extension.

d. Newly Acquired Location or Equipment

(1) Newly Acquired Locations

If you move covered Equipment to any location you acquire by purchase or lease during the policy period, we will cover that Equipment at your new location for up to \$100,000.

We will also cover Data and Media while at that location you acquire for up to \$20,000 and Extra Expense at that location for up to \$20,000.

(2) Newly Acquired Equipment

If during the policy period you acquire Equipment of the type covered by this Coverage Form, we will cover that Equipment at any location described in the Schedule.

We will pay up to 20% of the highest Limit of Insurance for Equipment at any location shown in the Schedule, or \$100,000, whichever is less.

(3) Property in Transit

While newly acquired Equipment covered by this extension is in transit, the most we will pay for "loss" in any one occurrence is the greater of \$10,000 or the Limit of Insurance shown in the Schedule for property In Transit.

(4) This extension will end when any of the following first occurs:

- (a)** 90 days after you acquire the new location or Equipment;
- (b)** You report the new location or Equipment to us;
- (c)** This Coverage Form expires.

(5) You will:

- (a)** Report to us the movement of property to a newly acquired location or any new Equipment you acquire within 90 days from the date acquired; and
- (b)** Pay any additional premium due from the date the Equipment is moved to the new location or the date you acquire the Equipment.

(6) The limits for this extension are in addition to the Limits of Insurance shown in the Schedule, except as provided in paragraph (3) above.

e. Preservation of Property

If it is necessary to move Covered Property from any location described in the Schedule to preserve it from any "loss" by a Covered Cause of Loss, we will pay for any direct physical "loss" to that property:

- (1)** While it is being moved or while temporarily stored at another location; and
- (2)** Only if the "loss" occurs within 30 days after the property is first moved. The limit for this Coverage Extension is included within the Limit of Insurance applicable to the location from which the property is moved.

f. Property at a Temporary Location

We will also pay up to \$50,000 for "loss" to Covered Property while temporarily at a location you do not own, lease or regularly occupy, but you use for purposes other than storage. We will cover property at that location for a period not to exceed 90 days.

The limit for this Coverage Extension is included within the applicable Limits of Insurance shown in the Schedule.

g. Duplicate Data and Media

We will pay for "loss" to duplicates of covered Data and Media while stored in a separate building at least 100 feet from a location described in the Schedule.

The most we will pay under this Coverage Extension is \$50,000 in any one occurrence. The limit for this Coverage Extension is included in the Limit of Insurance shown in the Schedule for Data and Media.

h. Fire Protection Recharge Expenses

We will also pay your expenses to replace any substance discharges from an automatic fire protection system that protects Covered Property caused by or resulting from a Covered Cause of Loss. The most we will pay in any one occurrence is \$2500. The limit of this Coverage Extension is in addition to the Limits of Insurance shown in the Schedule. No deductible applies to a covered "loss" caused by fire or smoke.

i. Computer Virus Extraction Expense

If a "computer virus" is discovered in Covered Property during the policy period, due to a Covered Cause of Loss, we will pay for the Extra Expense you incur to extract that "computer virus" from Covered Property up to the Limit of Insurance show in the Schedule for Extra Expense at the location where the "loss" occurs. When your expense exceeds that limit, we will pay up to an additional \$5,000 of Extra Expense to extract the virus from Covered Property at that location.

j. Equipment Failure Coverage

We will pay for "loss" to the Equipment covered by this form while at a location shown in the Schedule if the "loss" is caused by any of the following:

- (1) Mechanical Breakdown. We will pay for "loss" or damage to covered Equipment due to mechanical breakdown or malfunction.
- (2) Artificially Generated Electrical Current. We will pay for "loss" or damage to covered Equipment due to artificially generated electrical current if such "loss" or damage is caused by or results from an interruption of electric power supply, power surge, short-circuit, blow-out, blackout or brownout.
- (3) Corrosion, rust, dampness, dryness, cold or heat resulting directly from damage to the air conditioning or heating system that services your covered Equipment. The damage to such systems must be caused by a Covered Cause of Loss.
- (4) Faulty work upon or service of covered Equipment wherever located within the Coverage Territory.

A separate Deductible, shown in the Schedule, applies to any "loss" covered by this extension. The limits for this extension are included in the Limits of Insurance shown in the Schedule for the location where the "loss" occurs.

B. Exclusions

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
 - a. Governmental Action
Seizure or destruction of property by order of governmental authority.
But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.
 - b. Nuclear Hazard
 - (1) Any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.
 - c. War and Military Action
 - (1) War including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- d. Earthquake.
- Earthquake means any volcanic eruption or effusion, earth sinking, earth rising or shifting, landslide or other earth movement. But we will pay for direct "loss" caused by any resulting fire.
- e. Flood.
- Flood means a temporary condition of partial or complete inundation of normally dry land areas as a result of :
- (1) The overflow of inland or tidal waters; or
 - (2) The unusual and rapid accumulation or runoff of surface waters.
- However, Flood does not mean:
- (1) Water which backs up through sewers or drains;
 - (2) Water below the surface of the ground; or
 - (3) Release of water impounded by a dam.
2. We will not pay for a "loss" caused by or resulting from any of the following:
- a. Delay or loss of market, loss of use, interruption of business or consequential loss of any nature except as provided in the Extra Expense Coverage.
 - b. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons and occurring during the hours of employment.
This exclusion does not apply to property in the custody of a carrier for hire.
 - c. Programming errors or incorrect instruction to the Equipment or to Data and Media, except as provided under the Coverage Extension, Computer Virus Extraction Expense.
 - d. Release, discharge or dispersal of "pollutants". But we will pay for such "loss" caused directly by fire, lightning, explosion, windstorm, smoke, aircraft or objects falling from aircraft, riot or civil commotion, vandalism or leakage from fire extinguishing equipment.
 - e. Unexplained disappearance.
This exclusion does not apply to property in the custody of a carrier for hire.
 - f. Corrosion, rust, dampness, dryness, cold or heat, except as provided in the Coverage Extension, Equipment Failure Coverage.
 - g. Any cause of loss to property you lease or rent from others for which you are not responsible under terms of any lease or rental agreement.
 - h. Voluntary parting with any property by you or anyone entrusted with the property, if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - i. Unauthorized instructions to transfer property to any person or to any place.
3. We will not pay for a "loss" caused by or resulting from any of the following, but if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss".
- a. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - b. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located, except as provided in the Coverage Extension, Equipment Failure Coverage.

c. Wear and tear, mold, rot or any quality in the property that caused it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, insects, vermin or rodents.

4. We will not pay any Extra Expense caused by or resulting from any of the following:

a. Enforcement of any ordinance or law regulating the construction, use or repair of the property; or

b. Interference at our location by strikers or other persons with:

(1) Repairing or replacing the property; or

(2) Resuming or continuing your data processing operations.

C. Limits of Insurance

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Schedule, except as provided in the Coverage Extensions.

D. Deductible

We will not pay for "loss" in any one occurrence until the amount of the "loss", before applying the applicable Limits of Insurance, exceeds the Deductible shown in the Schedule. We will then pay the amount of the "loss" in excess of the Deductible, up to the applicable Limits of the Insurance.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

We cover property wherever located within:

a. The United States of America and its territories or possessions;

b. Puerto Rico; and

c. Canada

2. Valuation

General Condition E. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

a. Your Equipment. The value of Equipment you own will be its replacement cost (without deduction for depreciation).

We will not pay more for any "loss" on a replacement cost basis than the lesser of:

(1) The amount it would cost to replace the Equipment at the time of "loss" with new Equipment of equal performance, capacity or function and for the same use at the same location; or

(2) The amount you actually spend in repairing or replacing the Equipment with new Equipment of equal performance, capacity or function.

We will only pay any "loss" on a replacement cost basis if you repair or replace the Equipment as soon as reasonably possible after the "loss".

If you do not repair or replace the Equipment, we will not pay more than the actual cash value of that Equipment.

b. Your Data and Media. The value will be the actual cost of reproducing the data and the cost of the media.

When the data is not reproduced, we will not pay more than the cost of blank discs, films, tapes or similar electric data processing media, of the same kind and quality.

- c. Property of Others. The value of the property of others in your care, custody or control will be the lesser of:
 - (1) The amount for which you are liable; or
 - (2) The replacement cost of that property.

3. Coinsurance

All covered Equipment must be insured for at least 80 percent of its actual cash value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the applicable Limits of Insurance shown in the Schedule for that Equipment bears to 80 percent of the total value of all Equipment at that location as of the time of "loss". This penalty will not apply to:

- a. Equipment in transit;
- b. Data and Media
- c. Extra Expense;
- d. Any of the Coverage Extensions.; or

4. Property Leased or Rented from Others

If you lease or rent property from others, you will:

- a. As soon as possible, give us a copy of any lease or rental agreement; and
- b. Give us written notice within 30 days of any change in that agreement.

F. Definitions

"Loss" means accidental loss or damage.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Computer virus" means intrusive codes or programming that are entered into your computer system and interrupt your data processing operation or cause "loss" to Covered Property.

MISCELLANEOUS PROPERTY COVERAGE - DECLARATIONS

Policy No.:

Policy Period: _____ to _____

NAMED INSURED

PROPERTY COVERED AND LIMITS OF INSURANCE

We cover the property insured under the Miscellaneous Property Coverage Form as described below for the Limit of Insurance for each item:

Schedule of Covered Property

Limits of Insurance

\$

All Covered Property in any one "loss": \$

DEDUCTIBLE: (The Deductible is \$250 unless otherwise stated.) \$

PREMIUM The premium for this coverage is \$

FORMS APPLICABLE TO THIS COVERAGE PART: CM 00 01 ()

THESE DECLARATIONS ARE PART OF THE COMMON POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

SPECIAL FLOATER COVERAGE FORM

Various Provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown on the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F.-DEFINITIONS

A. COVERAGE

We will pay for loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

We cover:

Your property and similar property of others that is in your care, custody or control and for which you are responsible, for up to the Limit of Insurance specified on each item in the schedule of property shown on the Declarations.

2. Property Not Covered

We do not cover:

- a. Accounts, bills, currency, deeds, money, evidences of debt, notes or securities.
- b. Land or water.
- c. Contraband, or property in the course of illegal transportation or trade.
- d. Animals.

3. Covered Causes of Loss

We cover risks of direct physical loss or damage to Covered Property except those causes of loss or damage listed in the Exclusions.

4. Additional Coverage

The Limit of Insurance for each of the following Additional Coverages is in addition to any other amount payable under this Coverage Form.

a. Pollution Clean Up and Removal

We will pay your expenses to extract "pollutants" from land, water or Covered Property at the insured premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within one hundred eighty (180) days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land, air, water or Covered Property.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate twelve (12) month period of this policy.

We will not pay under this Additional Coverage your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period.

b. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period.
- (2) The most we will pay under this Coverage Extension is \$5,000. This amount is in addition to any other amount payable under this Coverage Form.
- (3) This Coverage Extension does not apply to costs to:
 - (a) Extract "pollutants" from land, water or Covered Property;
 - (b) Remove, restore or replace polluted land, water or Covered Property; or
 - (c) Transport polluted land or water to storage or decontamination sites.

B. EXCLUSIONS

1. We will not pay for a loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread of the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation or radioactive contamination from any other cause.

But we will pay for direct loss or damage caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any governmental, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earthquake

- (1) Earth movement such as an earthquake, landslide or earth sinking, rising or shifting. But we will pay for loss or damage caused by resulting fire or explosion, if these causes of loss or damage would be covered under this Coverage Form.
- (2) Volcanic eruption, explosion or effusion. But we will pay for direct loss or damage caused by resulting fire, if the fire would be covered under this Coverage Form.

e. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not;

- (2) Mudslide or mudflow;
- (3) Water that backs up from any sewer or drain;
- (4) Water that seeps, leaks or flows from below the surface of the ground; or
- (5) Any release of water impounded by a dam.

But we will pay for direct loss or damage caused by resulting fire, explosion or theft, if these causes of loss or damage would be covered under this Coverage Form.

This Exclusion does not apply to property in transit.

f. Pollution

The discharge, dispersal, seepage, migration, release or escape of "pollutants".

These exclusions apply whether or not the loss or damage event results in widespread damage or affects substantial area.

- 2. We will not pay for a loss or damage caused by or resulting from:
 - a. Delays, loss of use, loss of market or any other consequential loss.
 - b. Unexplained disappearance.
 - c. Shortage found upon taking inventory.
 - d. Gradual deterioration, wear and tear, hidden or latent defect, rust, corrosion or any quality in the property that causes it to destroy itself.
 - e. Dishonest or criminal act committed by:
 - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- f. Artificially generated current creating a short circuit or other electrical disturbance within electrical systems, devices or equipment including wiring.
- g. Mechanical breakdown; rupture or bursting caused by centrifugal or reciprocating force.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.
- h. Breakage of fragile articles. But we will pay for such loss or damage caused by fire, lightning, explosion, windstorm, vandalism, aircraft, riots, strikes, theft, collision, upset or overturn of the transporting conveyance, if these causes of loss or damage would be covered under his Coverage Form.

C. LIMITS OF INSURANCE

The most we will pay for loss or ;damage in any one occurrence is the applicable Limit of Insurance shown on the Declarations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying Limit of Insurance exceeds the Deductible shown on the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

This coverage Form is subject to the following conditions in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

We cover property wherever located within the United States and Canada.

2. Coinsurance

All Covered Property must be insured for at least 80% of its actual cash value as of the date of loss or damage or you will incur a penalty. The penalty is that we will pay only the proportion of any loss or damage that the Limit of Insurance on a scheduled item bears to eighty percent (80%) of its actual cash value as of the date of loss or damage.

When Unscheduled Equipment is covered by this Coverage Form the penalty is that we will pay only the proportion of any loss or damage that the Limit of Insurance bears to 80% of the actual cash value of all such property as of the date of loss or damage.

F. DEFINITIONS

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

STAR INSURANCE COMPANY

HOME OFFICE:
26255 American Drive, Southfield, MI 48034-6112

PROFESSIONAL LIABILITY POLICY DECLARATION

RENEWAL OF NUMBER:

POLICY NUMBER:

Item 1. NAMED INSURED AND MAILING ADDRESS Item 2. POLICY PERIOD

Effective Date (mo-day-yr) _____
Expiration Date (mo-day-yr) _____
12:01 A.M. Standard Time at the address of the Named
insured as stated in this Declaration

Item 3. LOCATION OF PREMISES

Item 4. LIMITS OF LIABILITY

DEDUCTIBLE

\$ _____ Per Occurrence
\$ _____ Aggregate

\$ _____

Item 5. COVERAGE ("X" denotes coverage applies under this policy.)

- BEAUTICIANS' PROFESSIONAL LIABILITY
 ELECTROLOGISTS' LIABILITY

Item 6. FORM NUMBERS AND ENDORSEMENTS MADE A PART OF THIS POLICY AT ISSUE:

ITEM 7. BEAUTICIANS' PROFESSIONAL LIABILITY \$ _____
ELECTROLOGISTS' LIABILITY \$ _____
TOTAL PREMIUM: \$ _____

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY DECLARATIONS, COVERAGE PARTS, POLICY PROVISIONS AND FORMS AND ENDORSEMENTS (IF ANY), COMPLETE THE ABOVE NUMBERED POLICY.

AGENT:

Authorized Signature

Date

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE PART

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (Section II). Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V).

SECTION I – COVERAGE D

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE, INCLUDING BEAUTICIANS' PRODUCTS HAZARD

1. Insuring Agreement

- a. We will pay those sums you may become legally liable to pay as damages for "bodily injury" or "property damage" arising out of your performance or failure to perform "beauty salon services," when such services are rendered or administered entirely by an operator or cosmetologist who is legally licensed to render or administer such services, or which result from the "beauticians' products hazard".

We will have the right and duty to defend any "suit" seeking damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result.

But:

- (1) The amount we will pay for damages is limited as described in LIMIT OF INSURANCE (SECTION III); and
- (2) Our rights and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGE D.

- b. This insurance applies to "bodily injury" and "property damage" arising from "beauty salon services," only if:
- (1) The "beauty salon services" are rendered at premises identified in the policy,
 - (2) "Bodily injury" and "property damage" is caused by an "occurrence" that takes place in the "coverage territory," and
 - (3) "Bodily injury" and "property damage" occurs during the policy period.
- c. This insurance applies to "bodily injury" and "property damage" resulting from the "beauticians' products hazard", only if:
- (1) "Bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory", and
 - (2) "Bodily injury" or "property damage" occurs during the policy period.

2. Exclusions – Coverage D

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement, or to liability predicated upon an express warranty.

This exclusion does not apply to liability for damages that you would have in the absence of the contract or agreement.

- c. Any obligation of yours under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to:
 - (1) An employee of the insured arising out of and in the course of employment by the insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- e. "Bodily injury" or "property damage" arising out of "beauty salon services" rendered or preparations, products, apparatus or equipment used in violation of any law, rule or regulation of any Federal, State, Municipal or other local government; however, your failure to perform the predisposition or skin test shall not be deemed a prohibition under any Federal, State, Municipal, or other local government law, rule, or regulation.
 - f. "Bodily injury" or "property damage" arising out of "beauty salon services" or resulting from "beauticians' products hazard":
 - (1) Caused by any person under the age of 16 years; or
 - (2) Rendered in whole or in part by any unlicensed operator, if license is required, irrespective of whether such injury or damage was occasioned or caused by that portion of the beauty salon services performed by such unlicensed operator.
 - g. "Bodily injury" or "property damage" arising out of "beauty salon services" or resulting from "beauticians' products hazard" respect to:
 - (1) The combustion, burning or explosion of combs, or other articles or products of a flammable nature;
 - (2) The use of any appliance, apparatus or device employing x-ray, electrical rays, radio waves or electronic waves, or laser light therapy;
 - (3) The practice of ear piercing, electrolysis, slenderizing, reducing, exercising, body massage or bath treatment, unless such practice is specifically endorsed on the policy and an additional premium is charged for this coverage;
 - (4) The practice of face lifting, plastic surgery, or wart, mole, or other growth removal, or removal of hair therefrom;
 - (5) The use of any electrical or mechanical apparatus or device for massage;
 - (6) The practice of chiropody, podiatry and/or any procedure involving the cutting and/or removal of warts, moles, calluses, corns or skin or any other growths;
 - (7) The use of any suntan beds, suntan booths;
 - (8) Any service involving the breaking, piercing, cutting, lacerating or suturing of the skin, or any procedure involving any surgical technique, however minor.
 - h. "Bodily injury" or "property damage" included in the "beauticians' products hazard" resulting from:
 - (1) Any goods or products manufactured by, bottled by, rebottled by, or repackaged by you; or

- (2)** Any goods or products sold under your label.
- i. Damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of products manufactured by, bottled by, rebottled by, repacked by, or sold under your label or the label of any of your owned or controlled affiliates.
- j. "Property damage" to:
- (1)** Property you own, rent, occupy or use;
- (2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3)** Property loaned to you;
- (4)** Personal property in your care, custody or control.
- k. "Bodily injury" or "property damage" resulting from causes other than the "beauty salon services" as defined in this coverage part, and/or the "beauticians' products hazard".
- l. **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
- (a)** At or from any premises site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b)** At or from any premises site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d)** At or from any premises site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
- (i)** If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
- (ii)** If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
- Subparagraphs **(a)**, **(d)** and **(d)(i)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.
- As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- (2)** Any loss, cost or expense arising out of any:
- (a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.
- Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- m. "Bodily injury" or "property damage" arising out of, or related to, asbestos or a threat of exposure to asbestos.

We shall have no obligation under this policy:

- (1) To investigate settle or defend any claim or suit against any insured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of, or is related to asbestos;
- (2) To pay, contribute to or indemnify another for any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any injury or damage, or in complying with any action authorized by law relating to such injury or damage.

3. Supplementary Payments – Coverage D

We will pay, with respect to any claim or “suit” we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or “suit” including actual loss of earnings up to \$100.00 a day because of time off from work.
- c. All costs taxed against the insured in the “suit”.
- d. Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- f. Expenses incurred by you for first aid to others at the time of an accident; for “bodily injury” to which this coverage applies.

THESE PAYMENTS WILL NOT REDUCE THE LIMIT OF INSURANCE.

SECTION II – WHO IS AN INSURED – COVERAGE D

1. If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- (c) An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Any operator who rents or leases from you, booth space, chairs or any portion of the premises designated in the declarations for the purpose of conducting “beauty salon services”.
- b. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
 - (1) “Bodily injury” to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such “bodily injury” or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
 - (2) “Bodily injury” arising out of his or her providing professional health care services; or
 - (3) “Property damage” to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any newly acquired or formed, current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III – LIMIT OF INSURANCE – COVERAGE D

1. The Limits of Insurance shown in the Declarations as applicable to Coverage D, “beauty salon services” and “beauticians’ products hazard” and the rules below fix the most we will pay under this Coverage Part D regardless of the number of:
 - a. Insureds;
 - b. Claims made, or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The occurrence limit of insurance stated in the Declarations for Coverage D is the most we will pay for all damages because of “bodily injury” and “property damage” sustained by one or more persons as the result of any one “occurrence” to which this Coverage D applies.
3. The aggregate limit of insurance stated in the Declaration for Coverage D is the most we will pay for all the damages from all occurrences, to which this Coverage D applies, during the policy period regardless of the number of insureds.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

The limits of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of this coverage, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.

SECTION IV – CONDITIONS – COVERAGE D

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Claim or Suit.

- a. You must see to it that we are notified as soon as practicable of an “occurrence” which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence” took place.
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the “occurrence”.
- b. If a claim is made or “suit” is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable.

- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has the right under this Coverage Part:

- a. To join us as a party or otherwise bring us into "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to you for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premium for this Coverage Part in accordance with our rules and rates.
- b. We have the right but not the duty to audit this policy. If we do audit we will at the close of each audit period compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the limit of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date, or as required by state law.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS – COVERAGE D

1. "Beauticians' products hazard" means "bodily injury" and "property damage" arising out of the use of handling of any article or product of another sold or distributed by you, provided the "bodily injury" or "property damage" occurs:
 - a. After you have relinquished possession of the product to another;
 - b. away from your premises designated in the Declarations; and
 - c. away from other premises owned, rented or controlled by you,
2. "Beauty Salon Services" means an act, error or omission in the rendering of any of the following services including the use of preparations or appliances used in connection therewith:
 - a. permanent hair waving by any cold wave or acid wave, curling iron, or blow dryer;
 - b. hair straightening or hair relaxing;
 - c. hair cutting, styling, trimming, singeing, conditioning, dressing, shampooing, shampoo tinting, bleaching, dyeing or coloring by liquid dyes, Henna treatment, or hair crayons;
 - d. eyelash and eyebrow tinting only when the following products are used: Roux Lash and Brow Tint, mascara and eyebrow pencils;
 - e. eyebrow arching, tweezing and plucking;
 - f. the removal of unwanted hair by shaving or the use of wax, or depilatory preparation.
 - g. hair and scalp massaging and conditioning;
 - h. manual face and neck massaging;
 - i. the manual application of cosmetics;
 - j. nail care services;

- k. marcel, finger and water waving.
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time
4. "Coverage Territory" means:
- a. The United of America (including its territories and possessions) and Puerto Rico;
 - b. International waters or airspace, provided the injury of damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world, if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products used or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
6. "Property Damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.
7. "Suit" means a civil proceeding in which damage because of "bodily injury," or "property damage" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

ELECTROLOGISTS' LIABILITY POLICY PROVISIONS

In consideration of the payment of the premium, in reliance up on the statements in the Declarations made a part hereof and subject to all of the terms of this policy, the Company agrees with the Named Insured as follows:

INSURING AGREEMENTS

I. Coverage A – Bodily Injury

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting there from, sustained by any person, other than an employee of the insured while engaged in the business of the insured, by reason of or resulting from treatments or services rendered by the named insured personally as an electrologist in the practice of hair removal by electrolysis or short wave diathermy or a combination of both, at the premises or elsewhere. The Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury, 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 appropriate. The Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

II. Coverage B – Loss or Damage to Electrolysis Equipment

The Company will pay for physical loss of, or damage to electrolysis equipment, the property of the insured, resulting from any external cause.

III. Supplementary Payments

The Company will pay in addition to the applicable limit of liability:

- A. All expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company, and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid, tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- B. Premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies; not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
- C. Expenses incurred by the insured for first aid administered to others at the time of an accident for bodily injury to which this policy applies; and
- D. Reasonable expenses incurred by the insured at the Company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day, because of his attendance at hearings or trials at such request.

IV. Policy Territory, Territory

This policy applies only to occurrences causing bodily injury, and to loss or damage to electrolysis equipment which is sustained during the policy period within the United States of America at the premises referred to under the Definitions.

EXCLUSIONS

This policy does not apply under **Coverage A** to bodily injury, sickness, disease or death:

- A. Caused by the rendering of any treatment or the use of any preparation, where treatment or preparation is prohibited under any federal, state or municipal law;
- B. Arising out of the failure of the insured to remove hair permanently;
- C. Arising out of the use of Radium, any X-Ray apparatus, or Laser;
- D. Resulting from the removal, or attempt thereat, of warts, moles or other growths of hair therefrom;
- E. Resulting from the removal, or attempt thereat, of hair from the nostrils or eyelids.
- F. To any person or persons, liability which is assumed by the insured under any contract or agreement, oral or written;
- G. Caused by or arising out of services rendered by any one unlicensed if licensing is required;
- H. To any person known by the insured to have a pacemaker;
- I. To any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, worker's compensation, unemployment compensation or disability benefits law, or under any similar law;

This policy does not apply under **Coverage B** to loss or damage:

- J. Caused by wear and tear, gradual deterioration, depreciation, dampness, extremes of temperature, insects, vermin, defect, inherent vice, or damage sustained due to any process, or while being actually worked upon and resulting therefrom;
- K. Caused by infidelity of an insured's employees and persons to whom the insured property may be entrusted;
- L. Caused by short circuit or other electrical injury or disturbance, exclusive of lightning, to electrical appliances or devices, or wiring unless fire ensues and then for the loss or damage by fire only;
- M. Due to mechanical damage or breakdown caused by operation, demonstration or repairs; nor against breakage, marring, scratching, chipping or denting, unless caused by fire, thieves, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage, or by derailment, collision or overturn of vehicle;
- N. Caused by or resulting from (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or
- O. Caused by or resulting from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

CONDITIONS

The following conditions apply to **Coverage A**:

- A. Limits of Liability.** The limit of bodily injury liability stated in the Declarations as applicable to each person is the limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death, at any time resulting therefrom, sustained by one person in any one occurrence.

The limit of such liability stated in the Declarations as "aggregate" is the total limit of the Company's liability for all damages during any one annual period.

The inclusion herein of more than one insured shall not operate to increase the limit of the Company's liability.

- B. Deductible Provision.** If the insured displays or circulates or has in the past displayed or circulated any material representing treatment to be safe, harmless or non-injurious and further (1) a display or circulation occurs within 1 year prior to the effective date of this policy or during the lifetime of this policy and (2) a display or circulation is made a part of the claim against the insured or becomes a part of the evidence against the insured or is used in any way against the insured, two hundred and fifty (\$250) dollars shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of each occurrence under Insuring Agreements I, Coverage A. The Company shall be liable only for the difference between such deductible amount and the limit of the Company's liability for each occurrence as stated in the policy.

The terms of this policy, including those with respect to notice of occurrences and the Company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

The Company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the Named Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

- C. Insured's Duties in the Event of Occurrence, Claim or Suit.**

1. In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonable obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable. The Named Insured shall promptly take at its expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
2. If a claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by its representative.
3. The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy. The insured shall attend hearings and trials and assist in securing and giving evidence, and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to another at the time of accident.

- D. Action Against the Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

- E. Other Insurance.** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of, or contingent up on the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- 1. Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- 2. Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

- F. Assignment.** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured but only until the appointment and qualification of the legal representative.

- G. Terms of Policy Conformed to Statute.** Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

The following conditions apply to **Coverage B**:

- H. Limit of Liability.** The limit of liability stated in the declarations as "aggregate" is the total limit of the Company's liability for all loss during any one annual period.
- I. Misrepresentation and Fraud.** This coverage may be denied if the insured has concealed or misrepresented any material fact or circumstance concerning this insurance, or the subject thereof, or in case of any fraud, attempted fraud or false swearing by the insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.
- J. Notice of Loss.** The insured shall as soon as practicable report to this Company or its agent, every loss or damage which may become a claim under this policy and shall also file with the Company or its agent within ninety (90) days from the date of loss a detailed sworn proof of loss. Failure by the insured to report the said loss or damage, and to file such sworn proof of loss as herein before provided shall invalidate any claim under this policy for such loss.
- K. Duties of the Insured in Case of Loss.** The insured shall submit, and so far as is within his or their power shall cause all other persons interested in the property and members of the household and employees to submit to examinations under oath by any persons named by the Company, relative to any and all matters in connection with a claim and subscribe the same; and shall produce for examination, all books of accounting,

bills, invoices, and other vouchers or certified copies thereof, if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.

- L. Valuation.** This Company shall not be liable beyond the actual cash value of the electrolysis equipment at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material or like kind and quality.
- M. Payment of Loss – Collection From Other.** All adjusted claims shall be paid or made good to the insured within (5) days after presentation and acceptance of satisfactory proof of interest and loss at the office of this Company.
- No loss shall be paid hereunder if the insured has collected the same from others.
- N. Bailee.** This insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.
- O. Reduction by Loss.** Every claim paid hereunder, reduces the amount insured by the sum paid.
- P. Sue, Labor and Travel.** In case of loss or damage, it shall be lawful and necessary for the insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the insured or this Company in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment, to the charge whereof this Company will contribute according to the rate and quantity of the sum herein insured.
- Q. Suit.** No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twenty-four (24) months after discovery by the insured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the state within this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state to be fixed herein.
- R. Appraisal.** If the insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for (15) days to agree upon such umpire, then on the request of the insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending.
- The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their difference to the umpire. And award in writing of any two shall determine the amount of loss. The insured and the Company shall each pay his or its chosen appraiser, and shall bear equally the other expenses of the appraisal and umpire.
- The Company shall not be held to have waived any of its rights by any act relating to appraisal.
- S. Subrogation.** In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefore against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- T. Declarations.** By acceptance of this policy the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between itself and the Company or any of its agents relating to this insurance.

DEFINITIONS

The following definitions apply:

- A. Insured.** The unqualified word “insured” wherever used in this policy shall include the insured named stated in the Declarations, and any additional insured named stated in the Declarations.
- B. Bodily Injury.** The words “bodily injury” wherever used shall be construed to include bodily injury, sickness, or disease, illustrated by but not limited to the following:
Heat or chemical burns, dermatitis, allergic reactions, cuts, bruises, skin infections and irritations, shock and sickness.
- C. Premises.** The word “premises” wherever used in this policy shall mean that portion of premises occupied and used by the insured for the practice of hair removal.
- D. Electrolysis Equipment.** The term “electrolysis equipment” wherever used in this policy means an epilator of either the galvanic or short wave type or an electronic tweezers whose serial numbers appear in the Declarations and all appurtenances which are physically attached thereto, and are necessary or incidental to the removal of unwanted hair.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART
ELECTROLOGISTS' LIABILITY POLICY PROVISIONS**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or threatened exposure to lead, paint containing lead, or any other material or substance containing lead; or
2. Any loss, cost or expense arising, in whole or in part, out of:
 - a. Request, demand or order that any insured or others abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of, or in any way respond to or assess the effects of, lead, or any other material or substance containing lead; or
 - b. Claim or "suit" by or on behalf of any person, organization or governmental authority for damages because of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, lead, or any other material or substance containing lead.

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTELLECTUAL PROPERTY HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

Intellectual Property Hazard

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the "intellectual property hazard". We have no duty or obligation to investigate settle or defend any claim, "suit" or administrative proceeding against any insured which arises out of such "Intellectual property hazard".

- B. The following definition is added to **Section V – Definitions**:

"Intellectual property hazard" means any common law or statutory claim, "suit" or administrative proceeding in any way relating to or arising out of patent infringement, trademark infringement, trade name infringement, cyberspionage, any violation of the Lanham Act, trademark counterfeiting, trademark dilution, trade dress infringement, infringement of copyright, title or slogan, misappropriation or use of trade secrets, misappropriation or use of advertising ideas or style of doing business, misappropriation or use of technology and/or information, disparagement of a person's or organization's goods, products or services, unfair competition, trade libel or slander, violation of the right of privacy, theft of intellectual property or theft of trade secrets.

All other terms and conditions of this policy remain the same.

PREMISES LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ELECTROLOGISTS' LIABILITY POLICY PROVISIONS

Coverage C – Bodily Injury (Premises)	\$	per Occurrence Limit
Coverage D – Property Damage	\$	per Occurrence Limit

I Insuring Agreement

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury (**Coverage C**) or property damage (**Coverage D**) to which this insurance applies, caused by an occurrence and arising out of ownership, maintenance or use of the insured premises and all operations necessary or incidental thereto, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury (**Coverage C**) or property damage (**Coverage D**), even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claims or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

II Exclusions

This insurance does not apply under bodily injury (**Coverage C**) and property damage (**Coverage D**):

- A. To liability assumed by the insured 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 any automobile, aircraft, watercraft or mobile equipment.
- C. To bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water.
- D. To bodily injury or property damage arising out of, or related to, asbestos or threat of exposure to asbestos. The company shall have no obligation under this policy:
 1. to investigate, settle or defend any claim or suit against any insured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of , or is related to asbestos.
 2. to pay, contribute to or indemnify another for any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any injury or damage, or in complying with any action authorized by law relating to such injury or damage.
- E. To bodily injury or property damage due to war, weather or not declared , civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
 1. liability assumed by the insured under an incidental contract, or
 2. expenses for first aid under the Supplementary Payments provision.

- F. To bodily injury or property damage for which the insured or his indemnitee may be held liable:
1. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
 2. if so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:
 - (a) by, or because of violation of, any statute, Ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or
 - (b) by reason of the selling, service or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.
- G. To any obligation for which the insured or any carrier as his insurer may be held liable under any workers compensation, unemployment compensation or disability benefits law, or under any similar law.
- H. To bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract.
- I. To property damage to:
1. property owned or occupied by or rented to the insured;
 2. property used by the insured;; or
 3. property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.
- J. To property damage to premises alienated by the insured arising out of the work or any portion thereof.
- K. To loss of use of tangible property which has not been physically injured or destroyed resulting from:
1. a delay in or lack of performance by or on behalf of the insured of any contract or agreement; or
 2. the failure of the work performed by or on behalf of the insured to meet the level of performance, quality fitness or durability warranted or represented by the insured.
- L. To property damage to work performed by or on behalf of the insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- M. To bodily injury or property damage or property damage arising out of operations on or from premises (other than the insured premises) owned by, rented to or controlled by the insured, or to liability assumed by the insured under any contract or agreement relating to such premises.
- N. To bodily injury or property damage arising out of structural alterations which involve changing the size or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the insured.

III 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 suit brought on account of bodily injury or property, the Company's liability is limited as follows:

Coverage C The total liability of the Company for all damages, including damages for care and loss services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury stated in the schedule as applicable to each occurrence.

Coverage D The total liability of the Company for all damages because of property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to each occurrence.

Coverage C & D For purposes of determining the limit of the Company's 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.

IV Conditions

The following policy conditions apply to both Bodily Injury (**Coverage C**) and Property Damage (**Coverage D**). Conditions **C.** (Insured's Duties), **D.** (Action Against Company), **E.** (Other Insurance), **F.** (Assignment), **G.** (Conform to Statute), **Q.** (Suit), **S.** (Subrogation), **T.** (Changes), **U.** (Cancellation), and **V.** (Declarations).

V Definitions

For the purposes of this endorsement, the following definitions apply to Bodily Injury (**Coverage C**) and Property Damage (**Coverage D**) in addition to the definitions listed in the Electrologists' Liability Policy Provisions:

"Automobile" or "Mobile Equipment" means a land vehicle, trailer or semi trailer designed for travel (including any machinery or apparatus attached thereto).

"Incidental contract" means any written lease agreement.

"Property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM ELECTROLOGISTS' LIABILITY POLICY PROVISIONS

- I. The insurance does not apply:
- A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Associate, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of the "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous" properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is located at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured", or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, material, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- II. Definitions as used in this endorsement:
- "Hazardous properties" includes radioactive, toxic or explosive properties.
- "Nuclear material" means "source material", "special nuclear material" or "by-product material".
- "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
 - (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
 - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; and
 - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

All other policy terms, conditions, definitions and exclusions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

It is agreed with respects to the Beauticians' Professional Liability Coverage, the following is added as an Additional Insured for the location(s) listed below:

Name

Location (s)

Additional Premium: \$ _____

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BARBER SHOP ADDED

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

It is agreed that the definition of "beauty salon services in Item 2. Section V, Definitions of Coverage D" is amended to include the following:

Barber shop operations consisting of hair cutting, trimming, singeing and shampooing, shaving, face and neck massage, manicuring, scalp massaging and conditioning, the use of ultra violet or sun lamps, and other usual services of a barber shop.

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BARBER SHOP SUBSTITUTED

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

A. It is agreed that the Insuring Agreement in SECTION - COVERAGE D is deleted in its entirety, and replaced by the following:

1. Insuring Agreement

- a. We will pay those sums you may become legally liable to pay as damages for "bodily injury" or "property damage" arising out of your performance or failure to perform "barber shop services" or administered entirely by an operator who is legally licensed to render or administer such services or which result from the "beauticians' products hazard".

We will have the right and duty to defend any "suit" seeking damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result.

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our rights and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGE D.

- b. This insurance applies to "bodily injury" and "property damage" arising from "barber shop services"; or "beauticians products hazard" only if:

(1) "Bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory" or if the services are rendered at premises identified in the policy, and

(2) "Bodily injury" or "property damage" occurs during the policy period.

B. The following Condition is added to **Section IV – CONDITIONS – COVERAGE D:**

Transfer of Duties When a limit of Insurance Is Used Up.

1. If we conclude that, based on "occurrences", claims or "suits" which have been reported to us and to which this insurance may apply, the:

- a. Aggregate Limit;
b. Each Occurrence Limit

Is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

2. When a limit of insurance described in paragraph 1. Above has actually been used up in the payments of judgments or settlements:

- a. We will notify the first Named Insured, in writing, as soon as practicable, that:

(1) Such a limit has actually been used up; and

(2) Our duty to defend "suits" seeking damages subject to that limit has also ended.

- b. We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and “suits” seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and “suits”.

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such “suits” until transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or “suit” seeking damages that would have subject to that limit, had it not been used up, if the claim or “suit” is reported to us after that limit of insurance has been used up.

- c. The first Named Insured, and any other insured involved in a “suit” seeking damages subject to that limit, must arrange for the defense of such “suit” within such time period as agreed to between the appropriate insured and us. Absent any such agreement arrangements for the defense of such “suit” must be made as soon as practicable.
3. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph 2. (b) above.

The duty of the first Named Insured to reimburse us will begin on:

- a. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph 1. above; or
 - b. The date on which we sent notice in accordance with paragraph 2. (a) above, if we did not send notice in accordance with paragraph 1. above.
4. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of the Condition.

- C. It is agreed that Item 2. of **Section V – Definitions – Coverage D** is amended as follows:

Item 2. definition of “Beauty Salon Services” is deleted and replaced by the following:

2. “Barber shops services” means an act, error or omission in the rendering of any of the following services:
 - a. Hair cutting, trimming, singeing and shampooing, shaving, face and neck massage, manicuring, scalp massaging and conditioning, the use of ultra violet or sun lamps, and other usual services of a barber shop.

- D. Wherever in this policy the words “beauty salon” appear, the words “barber shop” are hereby substituted.

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSEE – BOOTH SPACE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

It is agreed with respects to the locations listed below, coverage under this policy is limited to services rendered by the lessee of the booth space indicated:

Location

Name of Lessee

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EAR PIERCING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

It is agreed that the following is added to SECTION V. DEFINITIONS – COVERAGE D.2. “Beauty Salon services”:

- I. Ear piercing by gun method.

Additional Premium: \$ _____

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTROLOGIST ADDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

NAME OF OPERATOR:

ADDITIONAL PREMIUM: \$ _____

A. Section V. DEFINITIONS, 2. Beauty Salon Services, is amended to include the following:

Hair removal by electrology or short wave diathermy or both.

B. Section I. COVERAGE, Exclusions, Coverage D, is amended by the addition of the following:

The insurance provided by this endorsement does not apply to "bodily injury" resulting from:

1. The failure to remove hair permanently;
2. Removal, or attempted removal of warts, moles, or other growths or hair therefrom;
3. Removal, or attempted removal of hair from nostrils or eyelids;
4. Radium treatments;
5. Services rendered by anyone unlicensed if licensing required;
6. Services performed on any person or persons known by you or the operator to have a pacemaker.

C. LIMITS OF INSURANCE

The most we will pay under this endorsement is:

\$	Per Claimant	\$	Aggregate
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Any payments under this endorsement will reduce the Coverage D Aggregate Limit of Liability stated on the declarations page.

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY RELEASE ENDORSEMENT – BEAUTY SCHOOL

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

It is agreed that:

1. You will obtain an individually signed and dated release (as per ADDENDUM A) from each person upon whom any of the following services are performed:
 - a. Permanent hair waving by any cold wave or acid wave, curling iron or blow dryer;
 - b. Hair straightening or hair relaxing;
 - c. Hair cutting, styling, trimming, singeing, conditioning, dressing, shampooing, shampoo tinting, bleaching, dyeing or coloring by liquid dyes, Henna treatments or hair crayons;
 - d. Eyelash and eyebrow tinting only when the following products are used: Roux Lash and Brow Tint, mascara and eyebrow pencils;
 - e. Eyebrow arching, tweezing and plucking;
 - f. The removal of unwanted hair by shaving or the use of wax, or depilatory preparation;
 - g. Hair and scalp massaging and conditioning;
 - h. Manual face and neck massaging;
 - i. The manual application of cosmetics;
 - j. Nail care services;
 - k. Marcel, finger and water waving.
2. If any claim arises out of any of the services listed in 1. above for which you cannot furnish us a release, properly signed by the person upon whom the services are performed, a per claim \$500 deductible shall apply for all sums which the insured is legally obligated to pay as damages. We will only pay for the difference between the deductible amount and the limit of insurance for each such claim as stated in the coverage part.
3. Wherever the words "beauty salon and operator" appear in the policy, they are replaced with the words "beauty school and student".

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MALPRACTICE COVERAGE: TECHNICIANS, DEMONSTRATORS, INSTRUCTORS OR SALES PERSONNEL

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

- A.** It is agreed that anything in the policy to the contrary notwithstanding, this policy shall cover the liability imposed upon the insured because of services rendered by or under the supervision of employees or agents of the Named Insured, while within or upon the insured's premises shown in the Declarations and located elsewhere in the United States, its territories and possessions or Puerto Rico due to or alleged to be due to the rendering of personal services by employees of, or employee of the Named Insured in connection with the use, demonstration, or application of any products which the Named Insured manufactures or sells.
- B.** The following exclusions are added to SECTION I – COVERAGE D, 2. Exclusions – Coverage D:
- This insurance does not apply to "bodily injury":
1. Caused by the use of any preparation which is prohibited under any federal, state or municipal law;
 2. Caused by any person employed by the insured;
 - a. contrary to any law; or
 - b. under fifteen (15) years of age;
 3. Caused by operations performed in violation of law;
 4. Resulting from plastic surgery or any surgical operations; or
 5. Caused by defect or use of any building premises or locations wherein the operations are conducted.

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE ENDORSEMENT (BEAUTY SALON)

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

It is agreed that if the insured is covered by other valid and collectible insurance against a loss covered by this policy:

1. Under policies issued to manufacturers or distributors of products used by the insured; or
2. Under any written guarantee of protection or certificate of protection or indemnification issued to the insured by manufacturers or distributors of products;

this policy shall apply as excess insurance over such other valid and collectible insurance, and as excess coverage over the indemnification given by any manufacturer or distributor under any written guarantee or certificate of protection.

It is further agreed that in the event any such insurer, manufacturer or distributor disclaims liability for "bodily injury" resulting from operations by the insured, we will provide defense and indemnification of the insured under this policy for liability to which this policy applies.

It is agreed that this endorsement is in addition to and does not amend the Other Insurance Condition of the policy.

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL PREMIUM BASIS

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

It is agreed the premium shall be determined on the basis of the number of students graduated during the policy period. If the policy is cancelled by you, the earned premium shall be determined on the basis of the number of students graduated during the previous twelve months. If you have been in business for less than twelve months, the earned premium will be based on the estimated number of graduated students stated in the policy.

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SKIN CARE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

A. Under SECTION V. DEFINITIONS, Definition 2. "Beauty Salon Services" is amended to include the following:

Facials and/or skin care services using the electrical and/or mechanical devices designated below:

Designated electrical and/or mechanical devices:

B. The following exclusion is added to SECTION I – COVERAGE D, 2. Exclusions:

This insurance does not apply to:

"Bodily injury" arising out of "beauty salon services", or resulting from the "beauticians products hazard" caused by your prescribing, or your failure to prescribe any diets, vitamins, or substances to be ingested for any purposes whatsoever.

C. It is further agreed that a separate deductible amount applies to coverage afforded by this endorsement.

Deductible Amount: \$ _____ Per Claim

D. The additional premium for this coverage shall be:

Estimated Gross Receipts	Rate per \$100 of Gross Receipts	Additional Premium
\$	\$	\$

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SLENDERIZING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

- A. Under SECTION V. DEFINITIONS, Definition 2. "Beauty Salon Services" is amended to include the following:

Exercising, slenderizing or other reducing services and body massage, and the use of the preparations or appliances connected with such services but limited to those designated below:

Designated preparations or appliances:

- B. The following exclusion is added to SECTION I – COVERAGE D, 2. Exclusions:

This insurance does not apply to:

"Bodily injury" arising out of "beauty salon services", or resulting from the "beauticians products hazard" caused by your prescribing, or your failure to prescribe any diets, vitamins, or substances to be ingested for any purposes whatsoever.

- C. It is further agreed that a separate deductible amount applies to coverage afforded by this endorsement.

Deductible Amount: \$ _____ Per Claim

- D. The additional premium for this coverage shall be:

Estimated Gross Receipts	Rate per \$100 of Gross Receipts	Additional Premium
\$	\$	\$

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE SHOWS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

It is agreed that such insurance as is afforded under Coverage Part D for "bodily injury" or "property damage" arising out of your performance or failure to perform "beauty salon services", or resulting from the "beauticians' products hazard" also applies to services rendered by you or your employees in any style or trade show, exhibit, competition or demonstration of hairdressing or cosmetology away from your premises.

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

ELECTROLOGISTS' LIABILITY POLICY PROVISIONS

The following is added to the EXCLUSIONS section of the ELECTROLOGISTS' LIABILITY POLICY PROVISIONS:

This policy does not apply under Coverage A or Coverage B to:

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- (3) The following definition is added to III. Definitions of the INSURING AGREEMENTS of this policy:

Pollutants. The word "pollutants" wherever used in this policy shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other policy terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM ELECTROLOGISTS' LIABILITY POLICY PROVISIONS

The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGE D of the BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM and the EXCLUSIONS section of the ELECTROLOGISTS' LIABILITY POLICY PROVISIONS:

This insurance does not apply to "bodily injury" or "property damage" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

All other policy terms and conditions of this policy remain unchanged.

ADDENDUM A

Hold Harmless Agreement

(STUDENT OPERATOR - BEAUTY SCHOOL)

IMPORTANT: READ BEFORE SIGNING

AGREEMENT AND RELEASE OF LIABILITY

_____, UNDERSTAND THAT
(Name of Patron)

_____, IS A SCHOOL
(Name of School)

WHICH INSTRUCTS STUDENTS WHO WISH TO BECOME BEAUTICIANS, AND THAT THE OPERATOR(S) WHO WILL PERFORM THE WORK UPON ME ARE STUDENTS AND NOT FULLY TRAINED, LICENSED, PROFESSIONALS.

BECAUSE OF THEIR INEXPERIENCE THERE IS A RISK THAT I COULD BE INJURED OR SUSTAIN DAMAGE FROM THE NEGLIGENCE OR CARELESSNESS OF SUCH STUDENT(S) IN PERFORMING THE WORK UPON ME.

NEVERTHELESS, IN CONSIDERATION OF A REDUCED CHARGE THAT I WILL PAY FOR SUCH SERVICES, **I AGREE TO ASSUME THE RISK OF ANY INJURY OR DAMAGE THAT I MIGHT SUFFER** BECAUSE OF SUCH NEGLIGENCE OR CARELESSNESS AND **I AGREE TO GIVE UP MY RIGHT TO MAKE A CLAIM AGAINST THE STUDENT, THE SCHOOL, THE INSTRUCTORS** OR ANY SCHOOL PERSONNEL FOR ANY SUCH INJURY OR DAMAGE.

I HAVE CAREFULLY READ THIS AGREEMENT. **I FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY** AND I SIGN THIS OF MY OWN FREE WILL.

Date: _____

Name of Patron: _____

Witness: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL LOSS OR DAMAGE TO ELECTROLYSIS EQUIPMENT ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. PROPERTY COVERED

This endorsement insures against all risks of physical loss or damage from any external cause, not exceeding an amount of \$3,500 in the aggregate, on Electrolysis Equipment, the property of the insured, except as hereinafter provided.

B. EXCLUSIONS

This endorsement does not insure against loss or damage to:

1. Wear and tear, gradual deterioration, depreciation, dampness, extremes of temperature, insects, vermin, defect, inherent vice, or damage sustained due to any process or while being actually worked upon and resulting therefrom.
2. Infidelity of your employees and persons to whom the insured property may be entrusted.
3. Short circuit or other electrical injury or disturbance exclusive of lightning, to electrical appliances, devices, or wiring unless fire ensues and then for the loss or damage by fire only.
4. Mechanical damage or breakdown caused by operation, demonstration or repairs, nor against breakage, marring, scratching, chipping or denting, unless caused by fire, thieves, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or by derailment, collision or overturn of vehicle.
5. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack: (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military naval or air forces; or (b) by military naval or air forces; or (c) by an agent of any such government power, authority or forces, any weapon of war employing atomic fission or radioactive force whether in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
6. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled and whether such loss be direct or indirect, proximate or remote or be whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

C. CONDITIONS

None of the Insuring Agreements, Exclusions or Conditions of the policy to which this endorsement is attached apply hereto except Loss Conditions 1 (Abandonment), 3 (Duties In The Event of Loss), 4 (Loss Payment) and 5 (Recovered Property), and the following Conditions apply only to this endorsement.

1. Concealment. Misrepresentation or Fraud.

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
2. Fraud;

committed by an insured at any time and relating to an insurance application, rating, claim or coverage under this policy.

- 2. Notice of Loss.** You shall as soon as practicable report in writing to us or our agent every loss, damage or occurrence which may give rise to a claim under this endorsement and shall also file with us or its agent within ninety (90) days from date of discovery of such loss, damage or occurrence a detailed sworn proof of loss.
- 3. Examination Under Oath.** You, as often as may be reasonably required, shall exhibit to any person designated by us all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by us and subscribe the same and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by us or our representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of us or any of our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which we might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to our liability.
- 4. Valuation.** We shall not be liable beyond the actual cash value of the electrolysis equipment at any time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would have then cost to repair or replace the same with material of like kind and quality.
- 5. Settlement of Loss.** All adjusted claims shall be paid or made good to you within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at our office. No loss shall be paid or made good if the Insured has collected the same from others.
- 6. No Benefit to Bailee.** The insurance in no way is meant to insure directly or indirectly to the benefit of any carrier or other bailee.
- 7. Electrolysis Equipment.** This term "Electrolysis Equipment" wherever used in this endorsement means an epilator of either the galvanic or short wave type or an electronic tweezers whose serial number appears in the Declarations to which this endorsement is attached and all appurtenances which are physically attached thereto and are necessary or incidental to the removal of unwanted hair.
- 8. Reduction of Loss.** Every claim paid hereunder reduces the amount insured by the sum so paid unless the same be reinstated by payment of additional premium thereon.
- 9. Protection of Property.** In case of loss, it shall be lawful and necessary for you, or your factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property, insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of you or us in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by you and us proportionately to the extent of their respective interests.
- 10. Suit.** No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by you of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be

void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

- 11. Appraisal.** If you and we fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by us, select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of you or us, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of the loss and the amount of the loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. We and you shall each pay our chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. We shall not be held to have waived any of its rights by any act relating to appraisal.

All other policy terms and conditions of the policy remain unchanged.

POLICYHOLDER DISCLOSURE NOTICE TERRORISM RISK INSURANCE ACT COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act you now have a right to purchase insurance coverage for losses arising out of acts of terrorism certified under the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your existing policy may be affected as follows:

FOR YEARS 2006 & 2007: YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% OF COVERED TERRORISM LOSSES IN THE YEAR 2006 AND 85% OF COVERED TERRORISM LOSSES IN THE YEAR 2007 WHICH EXCEED THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

UNDER FEDERAL LAW, YOU HAVE THIRTY (30) DAYS TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS AND TO PAY US THE PREMIUM REQUIRED. IF YOU ELECT NOT TO PAY THE PREMIUM AND THEREBY REINSTATE THE EXCLUSION OF TERRORISM COVERAGE, YOU MUST RETURN THIS SIGNED NOTICE WITHIN 30 DAYS OF THE BILLING DATE. THE TERRORISM EXCLUSION ON YOUR POLICY AND NULLIFIED BY THE ACT WILL BE REINSTATED IN ITS ENTIRETY AS OF THE INCEPTION OR RENEWAL DATE OF YOUR POLICY. DURING THIS POLICY PERIOD, YOU WILL NOT BE COVERED FOR LOSSES ARISING FROM TERRORIST ACTS THAT WERE PREVIOUSLY EXCLUDED.

<input type="checkbox"/>	I hereby elect to purchase Terrorism coverage for a prospective premium of \$ _____.
<input type="checkbox"/>	I hereby elect to have the exclusion for terrorism coverage reinstated. I understand that I will have no coverage for losses arising from acts of terrorism that were previously excluded. I am further aware that certain states have requirements for fire coverage established by statute that must meet or exceed the provisions of the Standard Fire Policy. These legal requirements cannot be waived, and the "fire following terrorism" portion of terrorism coverage cannot be excluded.

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date

Disclosure Notice Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED AND HIRED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

	SCHEDULE	
	Limit of Insurance	Premium
Non-Owned Auto Liability	\$	\$
Hired Auto Liability	\$	\$

COVERAGE

If a Limit of Insurance and premium is shown in the Schedule, we will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs during the policy period and results from the maintenance or use of a "hired auto" and/or a "non-owned auto" in the course of your business.

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance shown in the Schedule or in the declarations as applicable to this endorsement has been exhausted by payment of judgments or settlements.

EXCLUSIONS

With respect to the insurance provided by this endorsement:

SECTION I - COVERAGE A. Exclusions b, c, e, f, g, h, j, k, l, m, and n of the Commercial General Liability Coverage Form are deleted. The following additional exclusions are added for the purpose of this endorsement:

- a. Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
 - (2) That the "insured" would have in the absence of the contract or agreement.
- b. "Bodily Injury":
 - (1) To an "employee" of the "insured" arising out of and in the course of employment by the "insured"; or
 - (2) To the spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.
 - (3) To any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment.

This exclusion applies:

- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (c) Liability assumed by the "insured" under an "insured contract"; or
- (d) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.

- c. "Property damage" to:

- (1) Property owned or transported by, or rented or loaned to the “insured”; or
 - (2) Property in the care, custody or control of the “insured”.
- d. “Bodily injury” or “property damage”:
- (1) Resulting from the handling of property:
 - (a) Before it is moved from the place where it is accepted by the “insured” for movement into or onto the covered “auto”; or
 - (b) After it is moved from the covered “auto” to the place where it is finally delivered by the “insured”.
 - (2) Resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered “auto”.
 - (3) Arising out of the operation of any “mobile equipment”.
 - (4) Arising out of “your work” after that work has been completed or abandoned.
- e. “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:
- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from the covered “auto”;
 - (b) Otherwise in the course of transit by or on behalf of the “insured”; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered “auto”;
 - (2) Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”; or
 - (3) After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the “insured”.

Any loss, cost or expense arising out of any demand or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any “pollutants”. This includes demands, directives, complaints, “suits” or requests brought by any governmental entity or by any person or group of persons.

“Pollutants” means any solid, liquid, gaseous, thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Paragraph e.(1) does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the “auto” or its parts if:

- (a) The “pollutants” escape, seep, migrate or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”; and
- (b) The “bodily injury” or “property damage” does not arise out of the operation of any mobile equipment.

Paragraphs (2) and (3) above of this exclusion do not apply to “accidents” that occur away from premises owned by or rented to an “insured” with respect to “pollutants” not in or upon a covered “auto” if:

- (c) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto”; and
- (d) the discharge, disposal, seepage migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

- f. This insurance does not apply to any covered “autos” while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered “auto” is being prepared for such a contest or activity.

SECTION II - WHO IS AN INSURED with respect to this endorsement is replaced by the following:

- a. You;
- b. Any other person using a “hired auto” with your permission;
- c. With respect to a “non-owned auto”, any partner or executive officer of yours, but only while such “non-owned auto” is being used in your business;
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an

“insured” under a., b., or c. above;

None of the following is an “insured”:

- a. Any person engaged in the business of his other employer with respect to “bodily injury” to any co-employee of such person injured in the course of employment;
- b. any partner or executive officer with respect to any “auto” owned by such partner or officer or a member of his other household;
- c. any person while employed in or otherwise engaged in duties in connection with an “auto” business”, other than an “auto business” you operate;
- d. the owner or lessee (of whom you are a sub-lessee) of a “hired auto” or the owner of a “non-owned auto” or any agent or employee of any such owner or lessee;
- e. any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as an Insured in the Declarations;

SECTION III - LIMITS OF INSURANCE with respect to this endorsement is replaced by the following:

Regardless of the number of “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for all damages resulting from any one “accident” is the applicable Limit of Insurance shown in the Schedule.

All “bodily injury” and “property damage” resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one “accident”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS Paragraph 4.b. is replaced by the following, with respect to this endorsement:

b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is covering the “auto” as an owned “auto”.

When this insurance is excess, we will have no duty under this endorsement to defend any claim or “suit” that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the “insured’s” rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limit of Insurance shown in the Schedule.

SECTION V - DEFINITIONS. The following additional definitions apply for purposes of this endorsement:

“Accident” includes continuous or repeated exposure to the same conditions resulting in “bodily injury” or “property damage”.

“Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”.

“Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership a “non-owned auto” does not include any auto owned by any partner.

“Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, or borrow from any of your “employees” or partners or members of their households.

“Insured” means any person or organization qualifying as an insured in the Who Is An Insured shown above in this endorsement. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

“Insured contract” means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

An "insured contract" does not include that part of any contract or agreement:

- (1) That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

All other terms and conditions remain unchanged.

**COMMERCIAL INLAND MARINE
ELECTRONIC DATA PROCESSING COVERAGE DECLARATIONS**

POLICY NO.: _____

POLICY PERIOD: _____ to _____

NAMED INSURED:

LIMITS OF INSURANCE AND SCHEDULE

Coverage is provided only if a Limit of Insurance is shown. The most we will pay for "loss" is:

LOCATION:	EQUIPMENT	DATA & MEDIA	EXTRA EXPENSE
	\$	\$	\$

IN TRANSIT LIMIT: \$ _____

DEDUCTIBLE:

\$ _____ applies to Equipment Failure Coverage
\$ _____ applies to all other "loss"

PREMIUM _____ The premium for this coverage is \$ _____

FORMS APPLICABLE TO THIS COVERAGE PART:

CM 00 01 (_____)

**THESE DECLARATIONS ARE PART OF THE COMMON POLICY DECLARATIONS CONTAINING THE NAME
OF THE INSURED AND THE POLICY PERIOD.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED INDIVIDUALS

This endorsement modifies insurance provided under the following:

ELECTROLOGISTS' LIABILITY POLICY PROVISIONS

If the Named Insured is a partnership or corporation, coverage is limited to treatments or services rendered by the individual(s) indicated below and no other:

Name of Individual(s)

All other policy terms and conditions of this policy remain unchanged.

COMMERCIAL PROPERTY ENHANCEMENT ENDORSEMENT

Attached to and forming a part of Policy:

Named Insured		
Policy Number	Endorsement Number	Endorsement Effective Date
Issued by:		Countersigned by Authorized Representative:

(The above information is required only when this endorsement is prepared after the policy is issued.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM – CP 0010
CAUSES OF LOSS - SPECIAL FORM – CP 1030**

SCHEDULE

<u>EXTENSIONS</u>	<u>INCLUDED LIMIT OF INSURANCE</u>
1. Personal Effects and Property of Others	\$ 50,000
2. Valuable Papers and Records (Other Than Electronic Data)	\$ 50,000
3. Property Off Premises	\$ 50,000
4. Accounts Receivable	\$ 25,000
5. Electronic Data Processing Equipment and Media	\$ 50,000
6. Extra Expense	\$ 50,000
7. Back Up of Sewers and Drains	\$ 25,000
8. Claim Expense	\$ 10,000
9. Ordinance or Law	\$ 75,000
10. Tenant Building Glass	\$ 10,000
11. Additional Debris Removal Expense	\$ 25,000
12. Fire Department Service Charge	\$ 25,000
13. Newly Acquired or Constructed Property:	
▪ Building	\$ 1,000,000
▪ Business Personal Property	\$ 500,000
14. Outdoor Property (Includes Fences, Signs and Trees, Shrubs and Plants)	\$ 25,000

15. Property in Transit	\$ 25,000
16. Underground Water	\$ 10,000
17. Arson Reward	\$ 25,000
18. Money and Securities	\$ 10,000
19. Property in the Open	Within 1,000 feet

The above Extensions may be subject to special coverage limitations. The Included Limit of Insurance is part of and not in addition to the purchased Limits of Insurance, if applicable. Please read the entire endorsement for complete explanation of the coverages.

THE FOLLOWING CHANGES APPLY TO THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM AS SPECIFIED:

- A. 1.** The first paragraph of **A. 1. b. Your Business Personal Property** is replaced with the following:
- b.** Your Business Personal Property located in or on the building described in the Declarations, in the open, or in a vehicle within 1,000 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the **Your Business Personal Property – Separation of Coverage Form**:
- 2.** Paragraph **A. 1. c. (2)** is replaced with the following:
- (2)** Located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.
- 3.** The first paragraph of **A. 5. Coverage Extensions** is replaced with the following:
- Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.
- B.** The following changes are made to **4. Additional Coverages**:
- 1.** The most we will pay under this **Debris Removal** Additional Coverage for the additional debris removal expense described in **Paragraph 4. a. (4)** is the Limit of Insurance shown in the Schedule for Additional Debris Removal Expense.
- 2.** The most we will pay for your liability for service charges under the **Fire Department Service Charge** Additional Coverage is the Limit of Insurance shown in the Schedule for Fire Department Service Charge.
- 3.** Paragraph **e. Increased Cost of Construction** is deleted and replaced by the following:
- e. Ordinance or Law**
- If there is an ordinance or law in effect at the time of loss that requires zoning, land use or construction of a covered building, and if enforcement of that ordinance or law affects the repair or rebuilding of that building following damage by a Covered Cause of Loss, you may extend the insurance provided under this Coverage Form that applies to Building, as follows:
- (1)** We will pay for the following:
- (a)** Costs to demolish and clear the site of the undamaged portions of the building;
- (b)** The value of the undamaged portions of the building; and
- (c)** The increased cost to repair or rebuild the building with another building of the same size.
- (2)** We will not pay more under this Extension than if the repaired or replaced building was:
- (a)** Rebuilt at the same location, as soon as reasonably possible;

- (b) To the same extent the law permits, of the same size as the one it replaces; and
- (c) Designed for the same type of occupancy as the one it replaces, unless otherwise required by zoning or land use ordinance or law.

The increased rebuilding costs must be kept to the minimum needed to satisfy legal requirements.

- (3) If you do not repair or replace the damaged building, we will pay under this Extension only to demolish and clear the site of the undamaged portions of the building.
- (4) This Extension will not pay for enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of the property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.
- (5) This Extension will not pay the costs associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

As respects this Extension, "fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

Any Coinsurance penalty applicable to the building will also apply to the amount payable under this Extension. The most we will pay for loss or damage under this Extension is the Limit of Insurance shown in the Schedule for Ordinance or Law.

C. The following changes are made to 5. Coverage Extensions:

- 1. a. The most we will pay for your building or business personal property described in Paragraphs 5. a. (1) and (2) under the **Newly Acquired or Constructed Property** Extension are the Limits of Insurance shown in the Schedule for Newly Acquired or Constructed Property.
- b. Paragraph A. 5. a. (3) (b) is replaced by the following:
 - (b) 90 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- 2. The most we will pay for loss or damage under the **Personal Effects and Property of Others** Coverage Extension is the Limit of Insurance shown in the Schedule for Personal Effects and Property of Others. Our payment for loss or damage to personal property of other will only be to the extent of the owner's financial interest of the property.
- 3. The most we will pay for loss or damage under the **Valuable Papers and Records (Other Than Electronic Data)** Coverage Extension is the Limit of Insurance shown in the Schedule for Valuable Papers and Records (Other Than Electronic Data).
- 4. The most we will pay for loss or damage under the **Property Off-Premises** Coverage Extension is the Limit of Insurance shown in the Schedule for Property Off Premises.
- 5. The most we will pay for loss or damage under the **Outdoor Property** Coverage Extension is the Limit of Insurance shown in the Schedule for Outdoor Property, but not more than \$250 for any one tree, shrub or plant.

D. The following Coverage Extensions are added:

g. Accounts Receivable

You may extend the insurance provided by this Coverage Form to apply to your Accounts Receivable, as follows:

- (1) We will pay the following that result from Covered Causes of Loss to your records of accounts receivable located at the described premises shown in the Declarations.

- (a) All amounts customers owe you but you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss; and
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable.
- (2) Coverage does not apply to:
- (a) Records of accounts receivable in storage away from the premises shown in the Declarations; or
 - (b) Contraband, or property in the course of illegal transportation or trade.
- (3) If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage that results from a Covered Cause of Loss while they are:
- (a) At a safe place temporarily away from your premises; or
 - (b) Being taken to and returned from that place.

This removal extension to the Accounts Receivable Extension is included within the Limit of Insurance applicable to Accounts Receivable Coverage at the described premises from which the records of accounts receivable are removed.

(4) Additional Exclusions

We will not pay for loss or damage caused by or resulting from any of the following:

- (a) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.
- (b) Bookkeeping, accounting or billing errors or omissions.

(5) Determination of Receivables.

- (a) If you cannot accurately establish the amount of accounts receivable outstanding at the time of loss, the following method will be used:
 - (i) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs, and
 - (j) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
- (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (i) The amount of the accounts for which there is no loss;
 - (j) The amount of the accounts that you are able to re-establish or collect;
 - (k) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (l) All unearned interest and service charges.
- (c) You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

The most we will pay for loss or damage under this Extension is the Limit of Insurance shown in the Schedule for Accounts Receivable.

h. Electronic Data Processing Equipment and Media

In addition to the insurance that applies to Your Business Personal Property, we will also pay for covered loss or damage to Electronic Data Processing Equipment and Media.

(1) This coverage includes:

- (a)** Equipment, meaning your electronic data processing and word processing equipment, including their component parts;
- (b)** Data, meaning information which has been converted to a form usable in data or word processing equipment;
- (c)** Media, meaning the material on which data is recorded; and
- (d)** Similar property of others in your care, custody or control.

(2) This coverage does not include property:

- (a)** You rent or lease to others while it is away from your premises;
- (b)** That cannot be replaced with other of the same kind or quality; or
- (c)** You hold for sale, distribute or manufacture.

(3) Under the Cause of Loss – Special Form:

- (a)** Paragraph **B. 2. d. (6)**, the Mechanical Breakdown Exclusion, is deleted; and
- (b)** The following exclusion is added under Paragraph **B. 1.:**

- 1. Programming errors or faulty machine instructions.

The most we will pay for loss or damage to property while at the described premises shown in the Declarations under this Extension is the Limit of Insurance shown in the Schedule for Electronic Data Processing Equipment and Media. We will pay up to \$5,000 for loss or damage to property covered by this Extension while that property is away from the premises described in the Declarations.

i. Extra Expense

You may extend the insurance provided by this Coverage Form to pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from any Covered Cause of Loss.

(1) Extra Expense

Extra Expense means necessary expenses you incur during the “period of restoration” that you would not have incurred if there had been no direct physical loss or damage to property:

- (a)** To avoid or minimize the “suspension” of business and to continue “operations”:
 - (i)** At the described premises; or
 - (j)** At replacement premises or at temporary locations, including:
 - (aa)** Relocation expenses; and
 - (bb)** Costs to equip and operate the replacement or temporary locations;
- (b)** To minimize the “suspension” of business if you cannot continue “operations”, or
- (c)** **(i)** To repair or replace any property; or
 - (ii)** To research, replace or restore the lost information on damaged valuable papers and records including those which exist as electronic data;

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

(2) The amount of Extra Expense will be determined based on:

- (a)** All expenses that exceed the normal operating expenses that would have been incurred by “operations” during the “period of restoration” if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (i)** The salvage value that remains of any property bought for temporary use during the “period of restoration”, once “operations” are resumed; and
 - (j)** Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (b)** All necessary expenses that reduce the Extra Expense otherwise incurred.

We will reduce the amount of your Extra Expense loss to the extent you can return “operations” to normal and discontinue such Extra Expense.

If you do not resume “operations”, or do not resume “operations” as quickly as possible, we will pay based on the length of time it would have taken to resume “operations” as quickly as possible.

(3) Definitions

- (a)** “Operations” means your business activities occurring at the described premises.
- (b)** “Period of Restoration” means the period of time that:
 - (i)** Begins with the date of direct physical loss or damage caused by or resulting from an Covered Cause of Loss at the described premises; and
 - (ii)** Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- (c)** “Suspension” means the slowdown or cessation of your business activities.

The most we will pay for loss or damage under this Extension is the Limit of Insurance shown in the Schedule for Extra Expense.

j. Arson Reward

In the event that a covered loss was the result of arson, we will reimburse you up to \$25,000 for rewards you pay for information leading to arrest or conviction for that act or arson.

k. Money and Securities

You may extend the insurance that applies to Your Business Personal Property provided by this Coverage Form to pay for loss by any act of stealing, disappearance or destruction of money and securities as shown by your records that are either:

(1) Inside the Premises, meaning:

- (a)** Inside the premises;
- (b)** Inside a banking premises; or
- (c)** Inside a recognized place of safe deposit; or

(2) Outside the Premises, meaning:

- (a)** In an armored vehicle; or
- (b)** In the custody of a custodian of such funds; but not while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company.

When loss of securities occurs, we will pay the actual cash value of the securities at the end of the last business day before the loss is discovered or the actual loss of replacing securities, whichever is less. We will not pay for the loss on income, interest or dividends that occur as a result of a covered loss.

The most we will pay for loss or damage under this Extension is the Limit of Insurance shown in the Schedule for Money and Securities.

I. Claim Expense

You may extend the insurance provided by this Coverage Form to apply to the following expenses you incur, as required by this Coverage Part, to prepare a claim:

- (1) The cost of taking inventories;
- (2) The cost of making appraisals; and
- (3) The cost of preparing a statement of loss and other supporting exhibits.

We will not pay for any expenses billed by and payable to independent or public insurance adjusters or for expenses to prepare claims not covered by this policy.

The most we will pay for loss or damage under this Extension is the Limit of Insurance shown in the Schedule for Claims Expense.

THE FOLLOWING CHANGES APPLY TO THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM AS SPECIFIED:

A. The following are added as Covered Causes of Loss:

Back Up of Sewers and Drains

Covered Causes of Loss is extended to include loss or damage caused by or resulting from water that backups from a sewer or drain. Paragraph **g. (3)** of the Water Exclusion does not apply to the extent that coverage is provided under this Extension. But all the other exclusions and limitations continue to apply.

The most we will pay for loss or damage under this Extension in any one occurrence is the Limit of Insurance shown in the Schedule for Back Up of Sewers and Drains.

Underground Water

Covered Causes of Loss is extended to include loss or damage to your buildings and personal property caused by or resulting from underground water pressing on or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements;
- (c) Doors, windows or other openings.

Paragraph **g. (4)** of the Water Exclusion does not apply to the extent that coverage is provided under this Extension. But all the other exclusions and limitations continue to apply.

The most we will pay for loss or damage under this Extension in any one occurrence is the Limit of Insurance shown in the Schedule for Underground Water.

B. The following changes are made to the Additional Coverage Extensions:

1. The most we will pay for loss or damage under the **Property In Transit** Additional Coverage Extension is the Limit of Insurance shown in the Schedule for Property In Transit.
2. The following paragraph is added to the **Glass** Additional Coverage Extension:
 - c. The most we will pay in any one occurrence for loss or damage to glass that is part of a building or structure while rented to you or temporarily occupied by you with permission of the owner, is the Limit of Insurance shown in the Schedule for Tenant Building Glass.

All other policy terms, conditions, definitions and exclusions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES - APPRAISAL

This endorsement modifies insurance provided under the following:

ELECTROLOGISTS' LIABILITY POLICY PROVISIONS - 4601 PL
PHYSICAL LOSS OR DAMAGE TO ELECTROLYSIS EQUIPMENT ENDORSEMENT – 4630 CP

The Appraisal Condition is deleted and replaced with the following:

Appraisal. If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written request for an appraisal of the loss within sixty (60) days after proof of loss is filed. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision of the arbitrators will not be binding on either you or us. Each party will pay its chosen appraiser; and bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

All other policy terms and conditions of this policy remain unchanged.

SERFF Tracking Number: MEAD-125229001 State: Arkansas
Filing Company: Star Insurance Company State Tracking Number: AR-PC-07-025815
Company Tracking Number: STAR-AR-HCM-0807
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: New Hairdressers Program
Project Name/Number: /Star-AR-HCM-0807

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 08/24/2007

Comments:

Attachment:

transmittal documents.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="width: 50%; border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Meadowbrook Insurance Group	0748

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Star Insurance Company	MI	18023	38-2626205	N/A

5. Company Tracking Number	Star-AR-HCM-0807-Forms
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Amanda Webster	Compliance Analyst	(800) 482-2726 ext 8594 or (248) 204-8594	248-358-1614	Awebster@Meadowbrook.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Amanda Webster

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Multi Peril
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Hairdressers
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: On Approval Renewal: On Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	ISO
17. Reference Organization # & Title	
18. Company's Date of Filing	08/09/07
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	Star-AR-HCM-0807-Forms
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21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

Star Insurance Company submits for your review and approval its new Hairdressers program in your jurisdiction. The Hairdressers Program provides professional/premises liability coverage for beauty salons, barber shops, beauty schools, barber schools and electrologists and general/products liability coverage for cosmetic manufacturers and distributors.

The Hairdressers Program consists of the ISO CGL coverage form and endorsements along with some independently developed forms tailored to meet the specific coverage needs of the insureds written in the program.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:

Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE(This form must be provided **ONLY** when making a filing that includes forms)**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

1.	This filing transmittal is part of Company Tracking #	Star-AR-HCM-0807-Forms			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Lead Exclusion Endorsement	46 02 IL 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	New Edition	
02	Policyholder Disclosure Notice - TRIA	PC NO 06 0206	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
03	Professional Liability Dec	45 99 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
04	Beauticians Professional Liability Coverage	46 00 PL 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
05	Electrologists' Liability Policy Provisions	46 01 PL 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
06	Premises Liability Endorsement	46 05 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
07	Nuclear Energy Liability Exclusion	46 06 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
08	Additional Insured	46 07 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
09	Barber Shop Added	46 08 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
10	Barber Shop Substituted	46 09 PL 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
11	Lessee - Booth Space Endorsement	46 10 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
12	Ear Piercing Endorsement	46 11 PL 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
13	Electrologist Added Endorsement	46 12 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
14	Liability Release Endorsement - Beauty School	46 13 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

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2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
15	Malpractice Coverage: Technicians, Demonstrators, Instructors or Sales Personnel	46 14 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
16	Other Insurance Endorsement (Beauty School)	46 15 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
17	School Premium Basis - Beauty Salon	46 16 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
18	Skin Care Endorsement	46 17 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
19	Slenderizing Endorsement	46 18 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
20	Trade Shows Coverage Endorsement	46 19 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
21	Total Pollution Exclusion	46 20 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
22	Abuse or Molestation Exclusion Endorsement	46 21 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
23	Hold Harmless Agreement - Student Operator - Beauty School	46 23 PL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
24	Physical Loss or Damage to Electrolysis Equipment End	46 30 CP 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
25	Broadening Property Endorsement	21 99 CP 0804	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
26	Exclusion - Intellectual Property Hazard	46 04 GL 0507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
27	Special Floater Coverage Form	43 13 IM 0404	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
28	Miscellaneous Property Coverage - Declarations	39 04 IM 0299	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
29	Commercial Inland Marine Declarations	26 26 IM 1204	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
30	Electronic Data Processing Coverage Form	29 76 CM 0199	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
31	Covered Individuals	46 39 PL 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
32	Non-Owned and Hired Auto Liability	29 86 GL 0299	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
33	Commercial Lines Policy - Common Renewal Declarations Hairdressers Program	46 40 IL 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
34	Commercial Inland Marine Electronic Data Processing Coverage Declarations.	39 01 CM 0199	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	
35	Commercial Property Enhancement Endorsement	46 46 CP 0707	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA	