



TANNING BED LIABILITY

Refer to the Supplemental Declarations if information is not shown in this form.

For an additional premium, *we* provide coverage under this endorsement subject to the *terms* contained in the General Liability Coverage.

This endorsement forms a part of the policy identified below:

Policy No.:

Named Insured :

WHAT WE PAY FOR

We will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages because of *bodily injury* or *property damage* to which this insurance applies, caused by an *occurrence*, if the *bodily injury* or *property damage* is included within the *malpractice hazard* definition or the *products/completed operations hazard* definition. *We* shall have the right and duty to defend any *suit* against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the *suit* are groundless, false or fraudulent, and may make such investigation and settlement of any claim or *suit* that *we* decide is appropriate. *We* shall not be obligated to pay any claim or judgement or to defend any *suit* after the applicable limit of liability has been exhausted by payment of judgements or settlements.

HOW MUCH WE PAY FOR LOSS OR CLAIM FOR TANNING BED LIABILITY

The Limits of Liability stated in the Declarations for Coverage L apply to Tanning Bed Liability.

WHAT WE DO NOT PAY FOR

The following exclusions are added to the EXCLUSIONS shown in the General Liability Coverage. Tanning Bed Liability DOES NOT APPLY to:

A. *property damage* to:

- (1) property owned or occupied by or rented to the *insured*;
- (2) property used by or loaned to the *insured*;
- (3) property in the care, custody or control of the *insured*
- (4) property or containers manufactured, sold, handled, or distributed by the *insured*.

B. *bodily injury* or *property damage* arising out of causes other than the *professional services* set forth in definition of *tanning services*.

C. *bodily injury* or *property damage* included in the *malpractice hazard* arising out of the services rendered, or preparations, *products*, apparatus or other equipment used in violation of any law, rule, or regulation of any federal, state, municipal, or other local governments.

D. *bodily injury* or *property damage* included in the *malpractice hazard*:

- (1) caused by any person under the age of 16 years old; or
- (2) arising out of any service or services rendered in whole or in part by any unlicensed operator, if license is required, irrespective of whether injury or damage was occasioned or caused by that portion of the service or services performed by such unlicensed operator.

E. ***bodily injury*** or ***property damage*** included in the ***malpractice hazard*** and arising out of the practice of slenderizing, reducing, exercising, body massage or bath treatment.

F. ***bodily injury*** or ***property damage*** included in the ***products/completed operations hazard*** and resulting from:

- (1) any goods or ***products*** manufactured by, bottled by, rebottled by, or repacked by the ***insured***; or
- (2) any goods or ***products*** sold under the label of the ***insured***.

DEFINITIONS

For Tanning Bed Liability the following is added to the definition of ***insured*** in the DEFINITIONS section of the General Liability Coverage:

- (1) any employee or authorized service provider for the purpose of conducting ***tanning services***.

When used in reference to Tanning Bed Liability:

- (1) ***tanning services*** means the ownership, maintenance or use of equipment or ***products*** intended to radiate the skin for the purposes of tanning or darkening the skin by exposure from such equipment.
- (2) ***malpractice hazard*** means ***bodily injury*** and ***property damage*** arising out the rendition of ***professional services*** and the use of preparations or appliances in connection with the services, for which a specific premium charge is made in the policy when such services:
 - (a) are classified as ***tanning services***; and
 - (b) are rendered on the ***premises*** designated in the declarations.