



**ENTITY ENDORSEMENT**  
**(Including Specified Procedures, Services, and Office Sharing Exclusions)**

This endorsement modifies insurance provided under:

**PROFESSIONAL LIABILITY COVERAGE PART**  
**GENERAL LIABILITY COVERAGE PART**  
**WORKPLACE LIABILITY COVERAGE PART**

In consideration of the premium, the policy is amended as follows:

I. DEFINITIONS

- A. Section III, Coverage Part Definitions of the Professional Liability Coverage Part, and, Section II, Coverage Part Definitions of the General Liability Coverage or Section III, Coverage Part Definitions of the Workplace Liability Coverage Part, as applicable, are amended to add the following new definition:

**Fitness services** means rendering or the failure to render any service, treatment, advice, or instruction relating to physical fitness, including but not limited to services or advice in connection with diet, cardiovascular fitness, body building, or physical training programs.

- B. Section III, Coverage Part Definitions of the Professional Liability Coverage Part, is amended as follows:

1. The following new definitions are added:

- **Aesthetician services** means service, treatment, advice or instruction intended to alter or enhance appearance of the epidermis, in the absence of persistent physical or physiological abnormality, functional impairment, or disease, whether or not for psychological or emotional reasons.

**Aesthetician services** do not include the following services:

1. Basti;
2. Colon Hydrotherapy (including Colonics);
3. Emesis or Purgation Therapies (including Vamana);
4. Gas Injection Therapies (including Carboxy Therapy);
5. Electrolysis, except when administered by an Electrologist;
6. X-rays or other ionizing radiation, or photocoagulation technique for the removal of hair;
7. Plastic surgery of any type;
8. Removal of warts, moles or other growths;
9. Laser or laser pulsated light treatments, except when administered by certified laser technicians;
10. Weight reduction treatments;
11. Hair implants or transplants; or
12. Body piercing.

- **Aesthetician services wrongful act** means an act, error or omission in the performance of **aesthetician services** that results in **damages**.

- **Dental midlevel provider procedure** means any service, treatment, advice or instruction, which in the absence of state licensure of dental therapists by whatever name, requires a licensed dentist to perform, including but not limited to fillings or extractions.



- **Fitness services wrongful act** means an act, error or omission in the performance of fitness services that results in damages.

2. The definition of **professional services** is amended to add the following:

**Professional services** also mean **fitness services**, but solely with respect to **insureds** who are licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the regulatory agency responsible for maintaining the standards applicable to **fitness services** professionals.

**Professional services** also mean **aesthetician services**, but solely with respect to **insureds** who are licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the regulatory agency responsible for maintaining the standards applicable to **aesthetician services** professionals.

3. Subparagraph (i) of the definition of **claim** is deleted and replaced with the following:

- (i) **healthcare provider services, Good Samaritan services, fitness services or aesthetician services** provided to such natural person.

## II. EXCLUSIONS

A. Section IV, Exclusions Applicable To The Professional Liability Coverage Part, is amended to add the following new exclusion:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

- OFFICE SHARING

based on, or arising out of, any acts, errors, or omissions by a natural person or entity who is not an **insured** under this policy, including but not limited to the acts, errors, or omissions of a person or entity with whom an **insured** shares common office space or administrative services, even if an **insured** can be, is, or is alleged to be vicariously liable for those acts, errors, or omissions;

B. Section IV, Exclusions Applicable To The Professional Liability Coverage Part, is amended to add the following new exclusions:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss based on, or arising out of:

- AERIAL YOGA AND/OR YOGA TRAPEZE

aerial yoga and/or yoga trapeze;

- LACK OF PARENTAL/LEGAL GUARDIAN CONSENT

**aesthetician services** rendered to a minor without a signed, written informed consent of a parent or legal guardian;

- FDA NONCOMPLIANCE OR OFF LABEL USE

**aesthetician services** involving the recommendation, prescription, production, promotion, solicitation, testing, selling or manufacture of vitamins, minerals, herb supplements, medicinal supplements and nutritional supplements if under the purview of the U.S. Food and Drug Administration (FDA) and not approved by the FDA, and/or **aesthetician services** involving off



label use of U.S. Food and Drug Administration (FDA) approved drugs or devices including injectable neurotoxins or dermal fillers;

- WARRANTY/GUARANTEE

**aesthetician services** involving a warranty or guarantee of cure or success of treatment which is alleged to have arisen out of advertisement;

- CHEMICAL PEEL

**aesthetician services** involving the application of chemicals to the skin which are intended to remove living tissue (dermis). This exclusion does not apply to the manual extraction of sebum, bacteria, dead cells and other waste from the skin follicle;

- C. Solely with respect to **insureds** who are licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the regulatory agency responsible for maintaining the standards applicable to dental hygienists and dental assistants, Section IV, Exclusions Applicable To The Professional Liability Coverage Part, is amended to add the following new exclusion:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

- DENTAL MID-LEVEL PROVIDER PROCEDURES

based on, arising out of, or related to any of your acts, errors or omissions in your capacity as a dental therapist, advanced dental therapist, dental health aide therapist, midlevel dental provider, advanced dental hygiene practitioner, or any like or similarly described dental provider, however named, including a dental hygienist, performing **dental midlevel provider procedures**, regardless of whether or not such dental provider is licensed to perform **dental midlevel provider procedures**, except while assisting a dentist doing the procedure;

- D. Solely with respect to **insureds** who are licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the regulatory agency responsible for maintaining the standards applicable to acupuncturists, Section IV, Exclusions Applicable To The Professional Liability Coverage Part, is amended to add the following new exclusion:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss based on, arising out of, or related to any acts, errors, or omissions involving acupuncture treatment during any surgical procedure or childbirth.

- E. Solely with respect to **insureds** who are licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the regulatory agency responsible for maintaining the standards applicable to massage therapists, Section IV, Exclusions Applicable To The Professional Liability Coverage Part, is amended to add the following new exclusion:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

- SPECIFIED WELLNESS MODALITIES (MASSAGE THERAPISTS ONLY)

based on, arising out of, or related to any acts, errors, or omissions involving the rendering of, or failure to render, any of the services designated below:

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| <p>Services:</p> <ul style="list-style-type: none"> <li>• Acupuncture (unless performed by a licensed Acupuncturist)</li> <li>• Aveda Spa Body Therapy</li> <li>• Body Talk</li> <li>• Breathery</li> <li>• Chiropractic adjustments</li> <li>• Colon Hydrotherapy, Colonics</li> <li>• Cupping Therapy</li> <li>• Detoxification</li> <li>• Ear Candling</li> <li>• Electrolysis or microcurrent</li> <li>• Fasting</li> <li>• Flotation Tank Therapy</li> <li>• Hair implanting or hair transplanting</li> <li>• Hypnosis</li> <li>• Kundalini Yoga</li> <li>• Laser or other types of pulsated light treatments</li> <li>• Manipulations or adjustments of the human skeletal structure, diagnosis or prescription</li> <li>• Moxibustion</li> <li>• Naprapathy</li> <li>• Naturopathics</li> <li>• Nutritional or dietary counseling</li> <li>• Osteopathic Soft Tissue Manipulation</li> <li>• Oxygen Therapy</li> <li>• Phoenix Rising Yoga Massage</li> <li>• Plastic surgery of any type</li> <li>• Pointer Plus locator/stim</li> </ul> | <ul style="list-style-type: none"> <li>• Procedures which penetrate body cavities, either manually or with any other method of intrusion other than manual, soft tissue manipulation of the oral or nasal cavities</li> <li>• Procedures which use 40% glycolic acid</li> <li>• Psychosomatic related care</li> <li>• Rebirthing</li> <li>• Religious Healing</li> <li>• Removal of warts, moles, or other growths</li> <li>• Shen (Physio Emotional Release Therapy)</li> <li>• Steam baths, steam booths, steam showers, saunas</li> <li>• Sun tanning treatments other than the application of topical tanning lotions or sprays</li> <li>• Surgical or non-surgical body contouring</li> <li>• Tanning beds, tanning tables or tanning booths</li> <li>• Taoist Abdominal Massage</li> <li>• The application of chemicals to the skin which are intended to remove tissue, provided this exclusion does not apply to the manual extraction of sebum, bacteria, dead cells, and other waste from skin follicles</li> <li>• The preparation for, use of, administration of, application of, or removal of any form of permanent cosmetic makeup including, but not limited to, micro pigmentation and tattooing</li> <li>• The use of any apparatus using a photocoagulation technique for the removal of hair</li> <li>• The use of any apparatus using x-rays or other ionizing radiation for the removal of hair</li> <li>• The use, application, administration, or injection of Botox</li> <li>• Tinting, dyeing or coloring of hair, eyelashes, or eyebrows</li> <li>• Treatments or modalities for which a cosmetology license is required in the <b>insured's</b> jurisdiction</li> <li>• Weight reducing treatments</li> <li>• Yoga trapeze, yoga swing, or aerial yoga hammock;</li> </ul> |
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F. Solely with respect to **fitness services**, Section IV, Exclusions Applicable To The Professional Liability Coverage Part, is amended to add the following new exclusion:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

- VITAMINS/MINERALS/SUPPLEMENTS

based on, or arising out of, any actual or alleged recommendation, prescription, production, promotion, solicitation, testing, selling or manufacture of vitamins, minerals, herb supplements, medicinal supplements, and nutritional supplements;

- SKIN OR APPEARANCE ENHANCEMENT/SALON OR SPA SERVICES

based on, or arising out of, any actual or alleged service, treatment, advice or instruction for the purpose of skin or appearance enhancement, personal grooming, cosmetic procedures, and salon or spa services;

### III. LIMITS OF LIABILITY

All **damages** covered under this endorsement are subject to and included within the Professional Liability each **claim** and aggregate Limits of Liability set forth on the **COI**. There are no separate Limits of Liability afforded by this endorsement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.