

Aspen American Insurance Company

Attached to Policy # _____

Issued on _____

MEDICAL OR X-RAY LABORATORIES ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Hospital Professional Liability Insurance (Claims Made)

In consideration of the premium charged, it is hereby understood and agreed that:

Section **I. INSURING AGREEMENT – HOSPITAL PROFESSIONAL LIABILITY**, is deleted in its entirety and replaced by:

The **Company** will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** because of **Injury** to which this insurance applies caused by a **Medical Incident** occurring subsequent to the **Retroactive Date**, for which a **Claim** is first made against the **Insured** and reported to the **Company** during the policy period.

Section **II. DEFENSE, SETTLEMENT, INVESTIGATION**, is deleted in its entirety and replaced by:

The company shall have the right and duty to defend any **Suit** against the **Insured** seeking damages because of such injury even if any of the allegations of the **Suit** are groundless, false or fraudulent. The company may make such investigation and settlement of any claim or **Suit**, as it deems expedient. 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.

A. The premium basis for this insurance is **Receipts**.

B. Section **XVIII. EXCLUSIONS**, is amended to include the following exclusions:

This Policy does not apply to any **Claim** arising directly or indirectly from any:

- (1) any liability assumed by the **Insured** under any contract or agreement, but his exclusion does not apply to a warranty of fitness or quality of any biological, immunological or other therapeutic agents of the kind customarily manufactured and sold at retail by clinical-pathological laboratories.

- (2) property damage to any biological, immunological or other therapeutic agent prepared, sold, handled or distributed by the name **Insured** arising out of such agent or any part of such agent.

C. Section **XIX. DEFINITIONS, Medical Incident**, is deleted in its entirety and replaced by the following **Medical Incident** definition:

Medical Incident means any act or omission:

- (a) in the furnishing of professional services in the performance of clinical-pathological examinations and services for diagnostic the status of health, disease or injury of human beings or animals, or taking of X-Ray pictures; or
- (b) arising out of biological, immunological or other therapeutic agents of the kind customarily manufactured or sold at retail by clinical-pathological laboratories, but only if such agents are prepared, sold, handled or distributed by the **Named Insured** or from the premises designated below, and the **Injury** occurs after the **Named Insured** has relinquished thereof to others.

D. Section **XIX. DEFINITIONS**, is amended to include the following definition:

Receipts means the gross amount of money charged by the **Named Insured** for operations and services during the **Policy Period** which are covered hereby, and for all such therapeutic agents sold, rented or distributed during the **Policy Period**, and includes taxes, other than taxes which the **Named Insured** collects as a separate item and remits directly to a governmental division.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.