



VIG TOWER • Suite 1401 • 1225 Ave. Ponce de León • Santurce, PR 00907-3921

### ***Medical or X-Ray Laboratories***

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## **THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **Hospital Professional Liability Insurance (Claims Made)**

It is agreed that:

1. Section I is amended to read:

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 claim is first made against the **Insured** and reported to the company during the policy period.

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.

### **Exclusion**

This insurance does not apply:

(a) to 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.

(b) to bodily injury to any employee of the **Insured** arising out of and in the course of that person's employment by the **Insured**;



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(c) to any obligation for which the **Insured** or any carrier acting as insurer may be held liable under any worker's compensation, unemployment compensation, or disability benefits law or under any similar law;

(d) to liability of an **Insured**, if an individual, for such **Insured's** personal acts or omissions involving a **Medical Incident**;

(e) to 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.

2. Amended 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;

3. The premium basis for this insurance is “receipts”, meaning 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.