



Medical or X-Ray Laboratories

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;

(b) 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 in the furnishing of professional services in the performance of clinical or anatomical pathological examinations and services for diagnostic the status of health, disease or injury of human beings or taking of X-Ray pictures.

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.