

“Stop Gap”

THIS ENDORSEMENT CHANGES THE POLICY- PLEASE READ IT CAREFULLY

This endorsement, effective _____, _____ forms a part of policy No. _____

Issued to: _____ by : TRIPLE-S PROPIEDAD

Locations:

All workplaces of the insured at or from which operations covered by the policy are conducted:

It is agreed that such insurance as is afforded by the policy for Bodily Injury Liability also applies to damages because of bodily injury or disease, including death at any time resulting therefrom sustained by any employee of the name insured in the course of his employment, subject to the following provisions:

I. The insurance applies:

- (a) If the insured complies and maintains compliance with the provisions of the Workmen’s Accident Compensation Act of Puerto Rico and insures his workmen or employees in the State Insurance Fund.
- (b) If such injury, disease or death is sustained by such employee but he is not entitled to receive benefits by such law.

II. Exclusions:

With respect to the insurance afforded by this endorsement, the exclusions of the policy are replaced by the following:

This insurance does not apply:

- (a) To operations conducted at or from any workplace not described above.
- (b) To liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;
- (c) (1) To punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.
- (d) To bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages of such injury or death resulting therefrom.
- (e) To any obligation for which the insured or any carrier as his insurer may be held liable under the workmen’s compensation or occupational disease law, any unemployment compensation or disability benefits law or under any similar law.
- (f) To bodily injury, including death at any time resulting therefrom, sustained by a master or member of the crew of any vessel or by any employee of the insured in the course of an employment subject to the United States Longshoremen’s and Harbor Worker’s Compensation Act. U.S. Code (1946) Title 33, 901-49, or the Federal Employers’ Liability Act. U.S. Code (1946) Title 45, Sections 51-60 or sustained by any member of the flying crew of any aircraft.

III. Conditions:

- (a) With respect to the insurance afforded by this endorsement the limits of liability conditions are replaced by the following:
The words damages because of bodily injury by accident or disease, including death at any time resulting therefrom include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such injury sustained by employees of the insured arising out of and in the course of their employment. The limit of the company’s liability is \$ _____ for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one employee in any one accident; and subject to the foregoing provision respecting each employee, the total limit of the company’s liability is \$ _____ for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by two or more employees in any one accident. The limit of the company’s liability is \$ _____ for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by one employee, and subject to the foregoing provision respecting each employee, the total limit of the company’s liability for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by employees in operations in a state or territory designated above or in operations necessary or incidental there to is \$ _____.
The limits of liability herein stated shall not be commutative with any limit of liability stated elsewhere in the policy.
The inclusion herein of more than one insured shall not operate to increase the limits of the company’s liability. The company will pay, on behalf of the insured, irrespective of an in addition to the applicable limit of liability, the expense incurred by the insured for such medical and surgical aid, including ambulance and hospital charges as shall be necessary on account of bodily injury by accident so

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sustained by any such employee, subject, however, to a limit of \$500 because of bodily injury by accident sustained by one employee in any one accident.

	Premium Basis	Rate	Classification of Operations		
Estimated Annual Premiums	Estimated Total Annual Remuneration	Per \$100 of Remuneration	Code No.		
\$	Total Estimated Annual Premium	\$	Deposit Premium	\$	Minimum Premium

All other terms and conditions of this policy remain unchanged.

Authorized Representative