

OFFICE OF THE COMMISSIONER OF INSURANCE
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SAN JUAN, PUERTO RICO 00904

Circular Letter No. AV-I-11-572-73
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TO ALL INSURANCE COMPANIES AUTHORIZED TO TRANSACT HEALTH AND
ACCIDENT INSURANCE IN PUERTO RICO

It has come to our attention the fact that under the insuring clause in A & H Policy forms filed for our consideration and approval, the definition of injury contained therein is limited to accidental bodily injury which results in loss directly and independently of all other causes.

On the other hand Part (b) of the standard "The Limit for Certain Defenses" clause stipulates that:

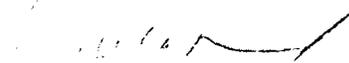
"No claim for loss incurred or disability (as defined in the policy) commencing after three years from the date of issue of this policy shall be reduced or denied on the grounds that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy." (emphasis supplied)

In order to achieve harmony between these two clauses the definition of injury must be amended by using the following wording or a similar one:

"Injury means only accidental bodily injury which occurs while this policy is in force."

We expect compliance with the above mentioned recommendations.

Cordially yours,


Carlos R. Ríos
Commissioner of Insurance