UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

André R. Gómez López Del Valle, et al. v. Puerto Rico Aqueduct and Sewer Authority, et al.

Gómez López Del Valle · No. Civil No. 25-1062 (JAG) · Decided March 20, 2026

SUMMARY

The United States District Court for the District of Puerto Rico denied Antilles Insurance Company's motion to dismiss negligence and survivorship claims brought against Puerto Rico Aqueduct and Sewer Authority and other defendants. The court held that the insurance policy's term "bodily injury" could encompass mental anguish and emotional damages, and that the applicability of the professional-services exclusion could not be resolved without discovery. The court also construed an ambiguous designated-premises provision in favor of coverage throughout Puerto Rico.

CASE DETAILS

COURT	United States District Court for the District of Puerto Rico
WRITING FOR THE COURT	Jay A. Garcia-Gregory
JURISDICTION	United States District Court for the District of Puerto Rico
DECIDED	March 20, 2026
DOCKET	Civil No. 25-1062 (JAG)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought negligence and survivorship claims under Puerto Rico law. Defendant Antilles moved to dismiss under Federal Rule of Civil Procedure 12(b)(6), and the court denied the motion.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and draws reasonable inferences in the plaintiff's favor. The complaint must state a plausible claim for relief and raise the plaintiff's right to relief above the speculative level.
PRECEDENTIAL VALUE	unpublished
PARTIES	André Raoul Gómez López Del Valle, Andrés Ricardo Gómez López Del Valle, Roxanna Lopez Del Valle v. Puerto Rico Aqueduct and Sewer Authority, Antilles Insurance Company, Mapfre Praico Insurance Company

TOPICS

motions to dismiss · insurance coverage · contract interpretation · civil procedure · negligence

PRACTICE AREAS

insurance · civil procedure · contracts · torts

QUESTIONS PRESENTED

1. Whether the complaint plausibly alleged claims potentially covered by the policy despite Antilles's argument that bodily injury excludes mental anguish and emotional suffering.
2. Whether the policy's professional-services exclusion barred the claims as a matter of law at the pleading stage.
3. Whether the designated-premises limitation barred coverage because the alleged injuries occurred outside the premises identified in the policy.

HOLDINGS

1. Under the policy and Puerto Rico law, mental anguish and emotional suffering may qualify as bodily injuries, particularly where the plaintiffs are direct relatives of the decedents; the policy did not categorically exclude such damages.
2. The court could not determine as a matter of law whether the professional-services exclusion applied without discovery concerning the nature of the services provided by the Puerto Rico Fire Department and therefore denied dismissal on that ground.
3. The designated-premises endorsement was ambiguous, and its reference to a location described as anywhere in the Commonwealth of Puerto Rico extended coverage to the entire Commonwealth rather than only to San Juan.

KEY QUOTATIONS

> *"In the context of exclusion clauses, it has been decided that a professional service entails a vocation, calling, job or employment that further supposes some type of specialized skill, work or knowledge. Likewise, the skills required by a professional service are predominantly intellectual or mental, not physical or manual."* (at 5)

> *"The Court finds that mental anguish or emotional suffering qualify as bodily injuries under the Policy."* (at 4)

> *"The description of Location #95 is obviously unclear and ambiguous, but because ambiguities in insurance contracts are interpreted in favor of the insured, the Court finds that this provision extends to the entire Commonwealth of Puerto Rico."* (at 7)

FACTUAL BACKGROUND

Plaintiffs alleged negligence by Puerto Rico governmental entities and related parties, including conduct involving firefighters and the inspection, maintenance, or repair of fire hydrants. Antilles issued a commercial general liability policy to the Puerto Rico Fire Department or related insured and argued that the alleged injuries fell outside the policy's coverage. The policy contained provisions concerning bodily injury, professional services, and designated premises, including a location described as anywhere in the Commonwealth of Puerto Rico.

PROCEDURAL HISTORY

Plaintiffs filed a complaint against PRASA, Antilles, and Mapfre alleging negligence, including a survivorship claim. Antilles moved to dismiss on the grounds that the policy did not cover alleged mental or emotional harm, that a professional-services exclusion applied, and that a designated-premises limitation barred coverage. The district court considered the referenced commercial general liability policy and denied the motion.

DISPOSITION

other

CASES CITED

- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Grajales v. P.R. Ports Auth., 682 F.3d 40, 44 (1st Cir. 2012)
- O’Rourke v. Hampshire Council of Gov’ts, 121 F. Supp. 3d 264, 276 (1st Cir. 2015)
- Lind-Hernandez v. Hosp. Episcopal San Lucas Guayama, 898 F.3d 99, 104 (1st Cir. 2018)
- Metlife Cap. Corp. v. Westchester Fire Ins. Co., 224 F. Supp. 2d 374, 382 (D.P.R. 2002)
- Marina Aguila v. Den Caribbean, Inc., 490 F. Supp. 2d 244, 248-49 (D.P.R. 2007)
- Villodas Fuentes v. Cooperativa de Seguros Múltiples, 2019 WL 7636551, at *16-18 (P.R. Cir. 2019)
- Ferrer v. Lebrón García, 3 P.R. Offic. Trans. 838, 840, 842-43 (1975)
- DeMario v. Lamadrid-Maldonado, 2023 WL 3093498 (D.P.R. 2023)
- Viruet et al. v. SLG Casiano-Reyes, 194 P.R. Dec. 271, 280-81 (2015)
- Rivera v. Matos v. E.L.A., 204 P.R. Dec. 1010, 1023 (2020)
- St. James Security Servs., LLC v. Autoridad de Energía Eléctrica, 213 P.R. 366, 384 (2023)
- Amyndas Pharms., S.A. v. Zealand Pharma A/S, 48 F.4th 18, 42 (1st Cir. 2022)