

MexVisit<sup>®</sup>

## GENERAL CONDITIONS

Of the legal, medical, travel, roadside assistance, personal legal assistance benefits,  
travel compensations and vehicle inspection.

This Services Contract ("CONTRACT") is made and entered into by and between **SOLVENTA TECH LLC** ("COMPANY"), and owner or driver of the vehicle described in the declarations page ("BENEFICIARY") as specified herein.

#### **DECLARATIONS.**

- a) BENEFICIARY declares to have a valid Mexican insurance policy with at least property damage and bodily injury liability coverages.
- b) BENEFICIARY declares to have purchased from COMPANY emergency assistance services for the vehicle described in the declarations page, which is part of this CONTRACT.
- c) COMPANY declares it has a product for the individuals who have purchased the emergency assistance services certificate. This product includes various emergency assistance benefits described in this CONTRACT, including but not limited to legal assistance, bail bond for the driver and/or the release of the covered vehicle when involved in and/or committing a traffic violation resulting from an automobile accident, **travel compensations and vehicle inspection**.

#### **Clauses.**

##### **FIRST - OF THE LEGAL SERVICE**

Upon request, the COMPANY, through its network of lawyers, will provide legal assistance services to the driver of the covered vehicle who, as a resulting of an automobile accident may be charged with committing a crime or traffic violation. Legal assistance and representation will be provided twenty-four hours a day and three hundred sixty-five days of the year before the Agent of the Public Ministry Office and/or Penal Judge. The COMPANY will also provide a bond, issued by a legally authorized bonding company to obtain the provisional freedom of the driver and/or the release of his vehicle.

Derivative of this service and according to applicable law, COMPANY commits to:

- a) Transacting the provisional freedom of the BENEFICIARY, once bail is set by the authority of the entity where the automobile accident occurs. The bond of guarantee will be posted according to law, unless bail is not possible if a serious crime is committed.
- b) Cover all COMPANY attorney's fees as well as procedure expenses derived from the defense of the driver.
- c) If because of distance and/or any other cause attributable to COMPANY the attorney or legal representative of the COMPANY is not able to provide the service, COMPANY authorizes the driver to retain the services of a lawyer for necessary and immediate legal assistance and defense if involved in and/or committing a traffic violation resulting from an automobile accident. In this case, COMPANY will pay and/or refund this attorney's fees until a COMPANY attorney is present, up to a maximum amount equal to sixty days of minimum wage in the (Mexican) Federal District.

##### **SECOND - OF THE GUARANTEES (BAIL BONDS)**

The COMPANY LAWYER will post bond or deposit the guarantee before the Agent of the Public Ministry Office and/or Penal Judge up to a combined single limit per event specified in the declarations page of the CONTRACT to obtain the provisional release of the Driver, and/or the release of the covered vehicle and to guarantee the repair of the damaged third-party property.

To fulfill this guarantee, it is necessary that the BENEFICIARY or driver of the covered vehicle appears before the authorities when required. The BENEFICIARY or driver must accept and name the COMPANY attorney as their designated lawyer and assist and provide their lawyer with all necessary documents in order to effectively represent and assist the BENEFICIARY and/or driver of the vehicle in their defense.

If the BENEFICIARY and/or driver of the covered vehicle fail to comply with the obligations stipulated by law and/or by the authorities, and for this reason the bond or guarantee is cashed and/or made effective, the BENEFICIARY will be responsible to immediately refund the guarantee amount to COMPANY. Otherwise, the penalty applicable for failing to do so will be to pay an interest on the amount due, of up to 1.25 times of the rate effective during the month preceding the effective debt, published by the Mexican banking institutions for investment units in Mexico.

The BENEFICIARY or driver of the covered vehicle must inform the COMPANY attorney as soon as he is informed or aware that the return or cancellation of the guarantee or bond provided by the COMPANY is granted by the authorities. If the guarantee is returned directly to the BENEFICIARY and/or driver it must be immediately returned to the COMPANY.

##### **THIRD - REQUIREMENTS OF THE LEGAL SERVICE**

In the event of an accident or traffic mishap where the assistance and/or presence of an attorney is required before the Agent of the Public Ministry Office and/or Penal Judge due to Property Damage, Bodily Injury, Homicide or Damages to the Federal Highways or Property, the BENEFICIARY must:

- a) Advise the COMPANY as soon as he/she has knowledge of the fact except in case of reason beyond control but must communicate the fact as soon as the impediment disappears.
- b) For safety, must not say or declare anything to the authorities until a lawyer representing him/her is present.
- c) In the event the authorities or Public Ministry initiate a case investigation or inquiries at the request of the BENEFICIARY, all necessary elements and information to locate and find any third parties responsible must be provided. The BENEFICIARY must also cooperate during the proceedings and assist before the authorities when cited.
- d) Abstain from making arrangements, deals or expenses without the authorization of the COMPANY and/or the insurance company who issued the Mexican insurance policy to the BENEFICIARY.
- e) Immediately inform the COMPANY attorney and/or COMPANY of any change of address or when cited to appear before the authorities.
- f) Appear before the authorities as many times as required or cited.
- g) Immediately inform the COMPANY and provide or deliver to COMPANY any notifications, requirements or claims received.
- h) The COMPANY will not be able to post bail and will not deposit any guarantees if the BENEFICIARY doesn't have a valid tourist auto policy. Make sure the Mexican insurance policy is valid and has not been canceled.
- i) The COMPANY will only provide legal assistance to the BENEFICIARY that presents COMPANY or its representative the certificate or declarations page showing the legal assistance benefit.
- j) The COMPANY will provide legal assistance and bail bond benefits only if the liability coverages in Mexican insurance policy are effective.

#### **FOURTH - EXCLUSIONS OF THE LEGAL SERVICE**

THE FOLLOWING WILL BE CAUSE OF EXCLUSION OF THE LEGAL ASSISTANCE:

- a) IF THE BENEFICIARY OR DRIVER REFUSES TO APPEAR BEFORE THE AUTHORITIES AS REQUIRED.
- b) IF THE BENEFICIARY DOES NOT ACCEPT, NAME OR DESIGNATE AS HIS LAWYER THE COMPANY ATTORNEY.
- c) IF THE INSURANCE COMPANY ISSUING THE MEXICAN INSURANCE POLICY EXCLUDES COVERAGE.
- d) COMPANY DOES NOT COVER AND WILL NOT PAY FOR TOWING, GARAGE OR FINES DUE TO IMPOUNDING OF VEHICLE.
- e) COMPANY WILL NOT PAY OR REIMBURSE: GIFTS, GRATIFICATIONS, PHOTOCOPYING, OR ANY OTHER EXPENSE NOT COVERED.
- f) IF COVERED VEHICLE AND/OR BENEFICIARY INTENTIONALLY PARTICIPATE IN THE COMMISSION OF CRIMES OR OTHER THAN ACCIDENTAL OCCURRENCES IN A TRAFFIC ACCIDENT.
- g) WHEN DAMAGES AND/OR INJURIES OCCUR DUE TO AN INTENTIONAL ACTION PERPETRATED BY THE BENEFICIARY.
- h) WHEN THE COVERED VEHICLE HAS BEEN ILLEGALLY BROUGHT IN THE COUNTRY OR IS DRIVEN WHILE EXCEEDING THE SPECIFIED OCCUPANT OR WEIGHT CAPACITY.
- i) THE COMPANY WILL NOT PROVIDE LEGAL ASSISTANCE OR REPRESENTATION FOR ANY CIVIL CASE OR DEMAND RESULTING FROM THE SERVICES PROVIDED FOR THE DEFENSE OF THE BENEFICIARY OR DRIVER OF THE VEHICLE.
- j) IF AS A RESULT OF A TRAFFIC ACCIDENT OR VIOLATION AUTHORITIES INITIATE INQUIRES OR INVESTIGATIONS OF THE DRIVER OF THE VEHICLE OR BENEFICIARY FOR DRUG RELATED CRIMES FOR POSSESION OR CONSUMPTION OF NARCOTICS. THE COMPANY WILL ALSO NOT POST BOND OR ANY GUARANTEES.
- k) LEGAL ASSISTANCE WILL NOT BE PROVIDED AT THE PLACE OF THE ACCIDENT (ON THE STREET). l) THE FOLLOWING WILL CAUSE THE EXCLUSION OF BAIL BONDING OR GUARANTEE DEPOSIT:
  1. BOND WILL NOT BE POSTED OR GUARANTEE DEPOSITED IF THE CRIME COMMITTED IS CLASSIFIED AS "GRAVE" BY LAW AND/OR THE AUTHORITIES DO NOT SET BAIL.
  2. BOND WILL NOT BE POSTED OR GUARANTEE DEPOSITED IF AN OCCUPANT OF THE COVERED VEHICLE IS FATALY INJURED IN AN AUTOMOBILE ACCIDENT.
  3. IF THE LIABILITY COVERAGES PROVIDED BY THE MEXICAN AUTO INSURANCE POLICY IS EXCLUDED BY THE INSURANCE COMPANY OR FOR ANY EXCLUSION IN THE INSURANCE POLICY OR FOR LACK OF PROOF OF INSURANCE AND OR LIABILITY COVERAGE.
  4. WHEN THE BENEFICIARY, DRIVER OR OWNER OF THE COVERED VEHICLE REFUSES TO OBLIGE WITH APPLICABLE LAWS OR FAILS TO ACT AS INSTRUCTED BY THE AUTHORITIES. LEGAL ASSISTANCE OR REPRESENTATION WILL NOT BE PROVIDED WILL NOT BE PROVIDED FOR THE SAME REASON.
  5. BOND WILL NOT BE POSTED OR GUARANTEE DEPOSITED FOR ANY CIVIL SUIT OR DEMAND.
  6. THE COMPANY WILL NOT POST A BOND OR GUARANTEE DEPOSIT IF THE DRIVER OF THE VEHICLE OR BENEFICIARY ABANDONS ANY VICTIMS OR LEAVES THE PLACE OF THE ACCIDENT BEFORE THE APPEARANCE OF THE AUTHORITIES AND/OR IF THE DRIVER IS INTOXICATED.

#### **FIFTH - OF THE ASSISTANCE**

The COMPANY will provide Emergency Medical, Travel and Road Side Assistance Services in accordance with the following terms:

I. DURATION OF SERVICES. - Duration of assistance services will be for the term indicated in declarations page.

II. EMERGENCY MEDICAL ASSISTANCE

a) MEDICAL COORDINATION AND REFERENCES IN ALL OF MEXICO, 24 HOURS A DAY. When the BENEFICIARY needs health care, not emergency care, the medical team of The Company, will coordinate at the request and to the charge of the BENEFICIARY:

1. Physician or doctor's appointment at their office.
2. Physician or doctor's visit where the BENEFICIARY is OR
3. Physician care at a hospital or specialty clinic

The medical Team of the Company will not issue a diagnosis but at the request of the BENEFICIARY and to be paid by him/her, it will arrange for the necessary attention.

The COMPANY will provide this service in the main cities of Mexico. Anywhere else it will do everything possible to assist the BENEFICIARY in contacting a doctor, hospital or clinic within a reasonable time.

The COMPANY will not be responsible with regards to any medical attention or lack of it provided or not by any physician, doctor, hospital or clinic.

b) MEDICAL TRANSFERS (Land Ambulance). In the event the BENEFICIARY suffers an accident or illness, causing lesions or trauma and the Medical Team of the COMPANY, in agreement with the treating physician prescribe recommend hospitalization, the COMPANY will make immediate arrangements and cover the costs of an ambulance up to a limit of \$115 USD, with a maximum of 2 (two) services per calendar year, without exceeding the term of this certificate and/or policy. If necessary, the BENEFICIARY will be transported under medical supervision.

c) MEDICAL TRANSFERS (Air Ambulance). In the event of serious accident or illness of the BENEFICIARY, the COMPANY will make immediate arrangements and cover the costs of transportation to the nearest appropriate hospital, in accordance with the diagnose provided by the treating physician and the Medical Team of the COMPANY due to the nature of injury or illness, by air ambulance. This benefit is limited to 1 (one) service during the term of this certificate and/or policy. Air Ambulance transfers will be provided when the necessary medical services are not available in the proximity where the patient is located and transfer to a location where services can be provided.

In situations where there is clear risk of death, as indicated by a licensed medical provider or authority, the Beneficiary or its representatives should act as quickly as possible to coordinate the patient's transfer to the nearest hospital or clinic where emergency medical services can be provided, following necessary precautions. As soon as possible (not to exceed 5 days) the Beneficiary or its representatives should contact the Company to notify of the situation and request additional services and or a refund for the out of pocket expenses incurred for payment of covered benefits.

In the event that the Company is unable to provide this service through one of its network providers or in a situation where there is a clear risk of death, the Beneficiary or its representatives can request a refund of up to \$3,000 USD for expenses incurred as a result of such event where services have been requested and paid for by the Beneficiary. The refund for this service is subject to the process and conditions stated in this contract

d) TRANSPORTATION AND LODGING FOR FAMILY MEMBER DURING HOSPITALIZATION. In the event of hospitalization of the BENEFICIARY due to accident or illness and that his/her hospitalization is expected to be greater than five days, the COMPANY will arrange and pay for a round trip ticket (coach and originating at the place of residence of the BENEFICIARY) for a person, designated by the BENEFICIARY to accompany him/he during hospitalization. The COMPANY will also arrange and pay for lodging expenses of the designated companion up to a maximum of \$60.00 USD per day up to five days. If the BENEFICIARY were to pass away, with the purpose of repatriating the body, the COMPANY will provide the same benefits for a family member of the BENEFICIARY

e) PAYMENT OF RETURN OR CONTINUATION OF TRIP FOR COMPANIONS. If the BENEFICIARY is hospitalized due to accident or illness or in the event he/she passes away, the COMPANY will provide for the transportation of the travel companions of the BENEFICIARY to their place of residence. If necessary, when dealing with minors, the COMPANY will provide an adult companion for the children.

The COMPANY will arrange and pay the transportation of the companions in coach class to their place of permanent residence, by the means of transportation available (air or land). The COMPANY may also arrange and pay for the expenses of continuation of the trip to the destination originally intended, as long as the cost is not greater than that of the return to the original place of residence. This service and or the request for refund for this service are subject to

explicit authorization from the Company before service is provided. The Company will not be obligated to provide a refund for this service unless the Beneficiary or its representatives have been authorized to incur on such expense prior to obtaining such service.

f) PAYMENT OF HOTEL FOR CONVALESCENCE. The COMPANY will arrange and pay for the stay of the BENEFICIARY at a hotel of his/her choice immediately after leaving the hospital, if prescribed by the treating physician and in agreement with the Medical Team of the COMPANY. This benefit will be provided if:

1. Convalescence initiates immediately (same day) after leaving the hospital.
2. The maximum amount for this benefit will be of \$60 USD per day, per person up to a maximum of 10 days.

g) TRANSFER OF MORTAL REMAINS OR LOCAL BURIAL. In the event of death of the BENEFICIARY, the COMPANY will arrange and pay for the transfer of the mortal remains to the original place of residence.

Upon request of a representative of the BENEFICIARY, The COMPANY will arrange and pay for the burial or similar services at the place where BENEFICIARY is deceased up to an amount not to exceed the cost of repatriation as above described. This service and or the request for refund for this service are subject to explicit authorization from the Company before service is provided. The Company will not be obligated to provide a refund for this service unless the Beneficiary or its representatives have been authorized to incur on such expense prior to obtaining such service.

h) ODONTOLOGICAL ASSISTANCE (Dentist). In the event that the BENEFICIARY suffers acute pain or has dental problems which require urgent odontological treatment, the COMPANY will schedule an appointment with a specialist for the treatment of pain, infection and if necessary, extraction of the affected teeth. The cost of treatment will be covered by the BENEFICIARY.

i) EYEGLASSES AND CONTACT LENSE REPLACEMENT ASSISTANCE. In the event of loss or damage of eyeglasses or contact lenses of the BENEFICIARY, the COMPANY will schedule an appointment with an optometrist who will provide a prescription and will allow for the replacement of the lenses. The cost of the lenses will be covered by the BENEFICIARY.

### III. EMERGENCY TRAVEL ASISTANCE.

a) TOURIST INFORMATION. Upon request of the BENEFICIARY, the COMPANY will provide information related to:

- Schedules of museums and other places of interest • Vaccine and visa requirements
- Weather conditions
- Sporting events and spectacles

b) TRAVEL INFORMATION. The COMPANY will provide the BENEFICIARY over the phone with information regarding:

1. Travel agencies
2. Weather
3. Exchange rates
4. Holidays
5. Sporting activities
6. Event tickets
7. Attractions
8. Shopping centers
9. Exhibitions
10. Hotels & Restaurants
11. Museums & Galleries
12. Night life
13. General advice

The COMPANY may also assist the BENEFICIARY to plan a leisure travel schedule in Mexico and other countries.

c) US STATE DEPARTMENT ADVISORY INFORMATION. While in Mexico, the BENEFICIARY may request the COMPANY for updated information issued by the US State Department regarding travel alerts, public announcements and consular information.

d) COMMUNICATION WITH EMBASSIES AND CONSULATES. Upon request, the COMPANY will provide the BENEFICIARY the means to communicate with these agencies.

e) EMERGENCY CONTACT, COMMUNICATION AND MESSAGING. In the event of an emergency, the COMPANY will inform the family, doctors and/or employer of the BENEFICIARY. All communication expenses will be assumed by the COMPANY. The COMPANY will may not be held responsible for the content, veracity and form of information transmitted.

f) ASSISTANCE TO FILE AND RECOVER OR REPLACE LOST OR STOLEN DOCUMENTS. In the event of loss or theft of documents and personal effects of the BENEFICIARY, the COMPANY will provide advice on the procedures to file a report with the authorities and will assist in the search for recovery or replacement. If the documents or effects were to be recovered, the COMPANY will arrange to forward them to the place where the BENEFICIARY can be reached or to the place of permanent residence of the BENEFICIARY.

g) EMERGENCY MONEY TRANSFER. In the event of an accident or illness of the BENEFICIARY, upon request of the BENEFICIARY the COMPANY will wire transfer, at no cost to the BENEFICIARY up to \$2,000 USD. The funds to be transferred must be deposited with the COMPANY and/or its designated representative before the funds are transferred. This benefit is not to be considered an advance of funds or loan. The service is only to provide assistance in transferring funds to or from the BENEFICIARY in Mexico in the event of an emergency.

h) TRAVEL AGENCY SERVICES. Upon request and on behalf of the BENEFICIARY the COMPANY will coordinate any travel arrangements, including reservations with airlines or other transportation companies, hotels, etc. The cost of the services coordinated will be paid by the BENEFICIARY.

i) LOST BAGGAGE ASSISTANCE. In the event of theft or loss of baggage or personal effects property of the BENEFICIARY, the COMPANY will assist to file the corresponding reports and will assist in the search or recovery. If these items were to be recovered, the COMPANY will arrange to forward them to the place where the BENEFICIARY can be reached or to the place of permanent residence of the BENEFICIARY.

#### **IV. EMERGENCY ROADSIDE ASSISTANCE.**

a) BASIC ROADSIDE ASSISTANCE. In the event of the need to change a flat tire, running empty on fuel, needing to jumpstart the vehicle or being locked out of the covered vehicle, upon request of the BENEFICIARY, the COMPANY will arrange and assume the cost of sending assistance so that the covered vehicle may be on its way. These services will be provided according to the following:

- Emergency fuel supply. In the event that the covered vehicle runs out of fuel the COMPANY will arrange and pay for bringing enough fuel to the vehicle so that the BENEFICIARY may drive it to the nearest gas station. The cost of the fuel will be paid by the BENEFICIARY. This benefit has a maximum of three events.
- Flat tire service. In the event the covered vehicle has a flat tire or the air pressure of any of the tires is too low to continue driving the COMPANY will arrange and pay for the service of inflating or changing the tire, provided the BENEFICIARY has a spare tire available and in good condition. Maximum three events.
- Jumpstart service. In the event the covered vehicle requires jumpstarting the COMPANY will arrange and pay for sending a mechanic to jumpstart the vehicle so that it may be driven to the nearest repair center. The COMPANY will not be responsible for any damages caused by failure of electric systems in the covered vehicle. Maximum three events.
- Locksmith service. In the event that the Beneficiary is accidentally locked out of the covered vehicle or that the covered vehicle's keys are lost or stolen the COMPANY will arrange and pay to send a locksmith where the vehicle may be located to open it. The cost of any parts needing replacement or spare keys will be paid by the BENEFICIARY. Maximum three events. In all instances the BENEFICIARY must be present and accompany the service provider(s).

b) PAYMENT OF DRIVER TO RETURN VEHICLE IF TRIP IS INTERRUPTED. In the event the BENEFICIARY is not able to drive the covered vehicle due to an accident, illness or death, and if any of the other passengers cannot drive the vehicle either the COMPANY will pay for the transportation of a driver designated by the BENEFICIARY or his/her companions so that he/she may drive the vehicle back to the place of residence of the BENEFICIARY.

c) CERTIFIED AUTO REPAIR AND SERVICE REFERRAL. In the event the covered vehicle, the BENEFICIARY may request the COMPANY updated information and referral to automobile repair and/or service shops in the area.

d) SENDING OF SPARE PARTS FOR REPAIR. In the event that the covered vehicle has a mechanical breakdown and the parts necessary for repair are not available in the area, the COMPANY will pay for ending such parts. The cost of the parts will be paid by the BENEFICIARY. The COMPANY will inform the BENEFICIARY within eight hours of the initial contact requesting assistance about the availability of the part(s) and the approximate time of delivery.

e) TOWING. In the event that the covered vehicle has a mechanical breakdown and the vehicle is immobilized, the COMPANY will arrange and pay for necessary towing services, in a platform when available to the nearest repair or service location within the city and/or state where the vehicle is located. Limit for this coverage is of **\$1,000.00 USD** and/or two events.

In all instances of towing of the covered vehicle it is necessary for the BENEFICIARY or a representative to accompany the tow truck during the service.

f) INTERRUPTED TRIP CONTINUATION OR RETURN TO PLACE OF RESIDENCE. In the event of an accident or mechanical breakdown of the covered vehicle the COMPANY will arrange and pay for the transportation of the BENEFICIARY and up to four companions in coach class to their place of permanent residence, by the means of transportation available (air or land). The COMPANY may also arrange and pay for the expenses of continuation of the trip to the destination originally intended, as long as the cost is not greater than that of the return to the original place of residence. This service and or the request for refund for this service are subject to explicit authorization from the Company before service is provided. The Company will not be obligated to provide a refund for this service unless the Beneficiary or its representatives have

been authorized to incur on such expense prior to obtaining such service.

**CAR RENTAL IN THE EVENT OF BREAKDOWN, ACCIDENT, OR THEFT OF VEHICLE.** If after towing to the nearest repair or service center, the covered vehicle requires more than 24 hours for repair OR if the covered vehicle is stolen and after filling a report with the police and/or competent authorities, if it is not recovered within 24 hours, the COMPANY will organize and pay for the rental of a standard size vehicle, **up to 4 (four) days** per event up to a maximum of two events. The rental of the vehicle will be subject to the car rental company.

**h) VEHICLE TRANSPORT RIDES THROUGH DIGITAL PLATFORMS DUE TO TRAVEL INTERRUPTIONS.** In case of an accident or vehicle breakdown causing travel interruption, THE COMPANY will cover the UBER transportation expenses of the BENEFICIARY and their companions up to a maximum of \$200 USD for coverages exceeding 6 (six) months. The service will consist of:

- THE BENEFICIARY may hire the mobility service within Mexican territory from the UBER and DIDI platforms.
- THE COMPANY will reimburse the payment for this service.
- THE BENEFICIARY must send THE COMPANY the digital payment receipt issued by the mobility platform to receive the reimbursement for the charged amount. The maximum limit will be \$200 USD.

**i) HOTEL EXPENSES IN THE EVENT OF BREAKDOWN OR THEFT OF VEHICLE.** If in the event of an accident, mechanical breakdown or theft of the covered vehicle it cannot be recovered or repaired within 24 hours, the COMPANY will organize and pay for lodging expenses, for up to two nights and/or \$300 USD of the BENEFICIARY and companions.

**j) COMPENSATION FOR TOTAL THEFT DEDUCTIBLE.** Payment of \$250 USD in one event for coverages exceeding 6 months due to total vehicle theft.

**V.- LEGAL ASSISTANCE IN THE EVENT OF ABUSE OF AUTHORITY (POLICE ABUSE).**- Consists of: THE COMPANY will provide legal assistance 24 hours a day 365 days of the year to THE BENEFICIARY about the rights as an individual and visitor while in MEXICO. In the event the BENEFICIARY is victim of abuse of authority or police corruption THE COMPANY will assign an attorney to represent him/her and file a complaint with the competent authorities.

**VI.- ASSISTANCE TO CANCEL AND RETURN THE TEMPORARY VEHICLE IMPORT PERMIT.**- Consists of: In the event of a Total Loss due to a collision or Theft of the temporarily imported vehicle, property of BENEFICIARY and covered by the above referenced insurance policy, the Company will assign an attorney to advice and assist the BENEFICIARY in the cancelation of said permit before competent authorities. The services provided in this process include:

- Theft Affidavit of BENEFICIARY's vehicle provided by competent authorities.
- Theft or loss or destruction Affidavit of the temporary importation permit documentation.
- Personal Identification Certificate (for foreign residents or visitors)

The Company will not cover any additional costs, fees or taxes incurred in the process.

**VII.- CROSS-BORDER MECHANICAL INSPECTION OF SAFETY POINTS.** Detailed inspection of the main mechanical and electrical components (safety points) at verified workshops in Mexico for coverages exceeding 6 (six) months. Inspection in Mexican territory according to state network coverage. In the absence of a verified provider, a guarantee of \$35 USD will be given for this concept. The mechanical inspection will consist of: Tires, Brakes, Battery, Steering, Suspension, Fluid levels (oil and antifreeze), and Filters.

Once the inspection is completed, a report on the vehicle's condition is provided using a traffic light system and maintenance recommendations. The BENEFICIARY is entitled to 1 (one) event per year. THE COMPANY will provide this service in the main cities of the Mexican Republic. In the absence of a provider to perform the service, THE COMPANY will make a compensation payment of \$35 USD to the BENEFICIARY. THE COMPANY will not be responsible for any defects the vehicle may present before or after the mechanical inspection of the safety points, nor for any service or lack thereof by the workshops or mechanics. THE COMPANY will provide this service through workshops and mechanics established for this purpose.

#### VIII. OBLIGATIONS OF THE BENEFICIARY.

a) **NOTICE TO COMPANY.**- The Beneficiary or its representatives are obligated to request Assistance Services or Benefits here provided directly to the COMPANY by calling collect or dialing the 800 (MEXICO TOLL FREE) number provided in writing on the Assistance Certificate or Policy. NOTE: Some cellular phones or satellite phones may work differently depending on what type of Mexican cellular service your phone company provides. Upon entering Mexico, we highly recommend you test the claims phone numbers to make sure these phone numbers work with your type of phone cell phone.

Toll-free number in Mexico:	800-624-6491
Direct claims number in Mexico:	+52 55 5636-2495 or +52 55 5636-2496
Follow-up up number from USA/Canada:	1-866-549-7008

Support via WhatsApp 24/7  chatbot: +521 5586648573

The BENEFICIARY will have an exclusive channel available at any time, where we can communicate according to the service request made, with connectivity in any part of Mexico, the USA, and Canada. Support will be provided in both English and Spanish.

b) REQUEST FOR ASSISTANCE. In the event of a situation where assistance is required and before anything else, the BENEFICIARY must contact the COMPANY by calling the toll free 800 number and/or collect calling providing the following information:

1. Location, if available a telephone number where the COMPANY may call back and additional information the COMPANY Contact Center representative may request.
2. Name, Certificate Number and Term.
3. Detailed description of the situation and type of assistance needed.

4. Abstain from making any arrangements and/or expenses without consulting with the COMPANY.

c) PRECAUTIONS AND SAFETY MEASURES. The BENEFICIARY is obliged to take all actions possible to prevent or diminish any situation that may result in the need of assistance.

d) CLAIMS. Any and all claims related to an assistance situation must be presented within 90 (ninety) natural days of the date when occurred and before leaving Mexico.

e) REFUNDS.- To request and obtain a Refund for expenses incurred in by the BENEFICIARY for the services or benefits provided under this contract and authorized by the COMPANY where the COMPANY was unable to provide services through its providers' network, the BENEFICIARY must present all the documentation, including original invoices or receipts that support such expenses. Refunds will only be processed when service was not provided by the company and expenses had been previously authorized by the COMPANY or in situations where clear risk of death existed.

f) MEDICAL FILES.- THE BENEFICIARY or its representatives shall authorize full access to the patients' medical records when requested by THE COMPANY, its medical team or its representatives. If Access to medical records is not granted the BENEFICIARY will forfeit the right to all assistance services. In all instances the medical team of the COMPANY will decide when medical assistance and Air Ambulance services will be provided and who will provide such services.

#### **SIXTH - OF THE ASSISTANCE SERVICES EXCLUSIONS**

The following will be cause of exclusion of the assistance services:

- a) SITUATIONS OCCURRED DURING A TRIP OR VACATION OF THE BENEFICIARY AGAINST MEDICAL ORDERS OR ADVICE.
- b) WHEN THE BENEFICIARY PURPOSELY CAUSES THE COMPANY TO INCURR IN ERROR BY PROVIDING FALSE OR INACCURATE INFORMATION WITH THE PURPOSE OF COMMITTING FRAUD. IN SUCH INSTANCE, THE COMPANY RESERVES THE RIGHT TO PROVIDE ANY SERVICES OR AUTHORIZE REFUNDS. ADDITIONALLY THE COMPANY RESERVES THE RIGHT TO REPORT FRAUD TO THE AUTHORITIES.
- c) WHEN THE BENEFICIARY PURPOSELY DOESN'T PROVIDE TRUE AND ACCURATE INFORMATION OR FALSELY DECLARES FACTS AND INFORMATION WHICH WOULD RESULT IN THE IMPOSSIBILITY OF PROVIDING THE ASSISTANCE SERVICE.
- d) THE BENEFICIARY WILL NOT HAVE THE RIGHT TO BE REIMBURSED FOR EXPENSES NOT (EXPLICITLY) AUTHORIZED BY THE COMPANY.
- e) WHEN THE BENEFICIARY ISN'T ABLE TO SHOW I.D. AND/OR PROOF OF RIGHT TO SERVICE.
- f) WHEN THE BENEFICIARY DOESN'T COMPLY WITH ANY OF THE OBLIGATIONS INDICATED IN THE GENERAL CONDITIONS OF THIS CONTRACT.
- g) WHEN THE DRIVER OF THE COVERED VEHICLE DOESN'T IDENTIFY HIM/HERSELF AS AN AUTHORIZED USER/OWNER OF THE VEHICLE.
- h) WHEN THE DRIVER AND/OR OWNER OF THE COVERED VEHICLE IS NOT WITH THE VEHICLE AT THE TIME THE SERVICE IS REQUESTED AND PROVIDED.
- i) WHEN THE COVERED VEHICLE IS ILLEGALLY IMPORTED TO MEXICO.
- j) THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY DELAYS OR SERVICE FAILURE DUE TO ANY REASON BEYOND CONTROL OR DUE TO ANY ADMINISTRATIVE, POLITICAL OR LEGAL IMPEDIMENTS AT THE PLACE WHERE ASSISTANCE IS NEEDED.
- k) THE PROVIDERS OF ASSISTANCE SERVICES ARE LIKELY TO BE INDEPENDENT CONTRACTORS OF THE COMPANY. THE

COMPANY IS RESPONSIBLE FOR THE COMPLIANCE AND PROVIDING OF THE SERVICES STIPULATED IN THIS CONTRACT. THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY DIFFERENCES BETWEEN SERVICES PROVIDED BY DIFFERENT PROVIDERS REGARDLESS OF THE FACT THAT THEY ARE CERTIFIED PROVIDERS CHOSEN BY THE COMPANY.

I) SERVICES WILL ALSO BE EXCLUDED WHEN THEY DERIVE DIRECTLY OR INDIRECTLY FROM:

1. Strikes, war, foreign invasion or hostilities (declared war or not), rebellion, civil war, insurrection, terrorism, popular uprising, marches, radioactivity or similar beyond control.
2. Self-inflicted injuries, suicidal attempts, suicide or aiding in suicide or criminal activity by BENEFICIARY and or any passenger of the covered vehicle.
3. Mental, psychiatric or psychological illnesses.
4. Pathological effects on adults or minors caused by the consumption of toxic substances, drugs and/or illegal or legal medication (unless under prescription).
5. Altered vehicles other than factory or dealer installed, if these are the cause of the accident and/or emergency assistance situation.
6. Intentional damage situations or criminal activities.
7. Scheduled or unscheduled maintenance, repairs or modifications to the covered vehicle by the BENEFICIARY or anyone unqualified, if these directly or indirectly cause the accident and/or emergency assistance situation.
8. Towing will not be provided while cargo and/or injured passengers are on the covered vehicle. Service will not be provided also if the vehicle is in a ditch, cliff and or off-road.
9. Transporting pregnant women. Service will not be provided to women within the last 90 days of pregnancy.
10. Accidents, lesion or illnesses resulting from professional or official sporting competitions.
11. If the BENEFICIARY or driver of the covered vehicle becomes a fugitive and/or leaves the scene of the accident.
12. Direct violations to driver licenses or permits.

#### **SEVENTH - OF THE COMPETENCE**

It is agreed that in the event of controversy arising from the compliance of this contract, parties shall renounce to the jurisdiction of their place of current or future residence and will accept the competence of the laws and authorities of Mexico City (Distrito Federal), Mexico.

#### **EIGHTH - LANGUAGE**

The Spanish version of this contract contains the official conditions of this contract. The English version is provided only as a courtesy. It is to the best of the Company's knowledge a true, complete and precise translation of the official general conditions of this contract.

**MexVisit<sup>®</sup>**  
**CONDICIONES**  
**GENERALES DEL SERVICIO**

De los beneficios de asistencia legal, médica, en viajes, vehicular y legal personal,  
**compensaciones en viaje e inspección vehicular.**

Contrato de adhesión de prestación de servicios que celebran por una parte el conductor del vehículo especificado, denominado en adelante EL BENEFICIARIO y por la otra **SOLVENTA TECH LLC** en adelante LA COMPAÑIA al tenor de las siguientes:

#### **DECLARACIONES PRELIMINARES**

- a) Declara EL BENEFICIARIO tener un seguro de auto vigente con coberturas de RC por daños a terceros en sus bienes y personas.
- b) Declara EL BENEFICIARIO que ha adquirido de LA COMPAÑIA un producto de asistencia para el vehículo especificado en el certificado que forma parte de este CONTRATO.
- c) Declara LA COMPAÑIA que ha creado un producto de asistencia a favor del BENEFICIARIO, los pasajeros del vehículo y el vehículo amparado **en el certificado**, el cual se integra por la asistencia médica, en viajes, vial, asesoría y defensa legal, **compensaciones en viaje e inspección vehicular**, así como la garantía para obtener la libertad provisional del conductor y/o la devolución del vehículo cuando se involucre en la comisión de delitos culposos por tránsito de vehículos terrestres.

#### **CLÁUSULAS.**

##### **CLÁUSULA PRIMERA - DEL SERVICIO JURÍDICO**

Asesoría y Defensa Legal. Por este servicio LA COMPAÑIA a través de su red de abogados brindará al conductor del vehículo asegurado, previa solicitud, los servicios de asesoría y defensa legal en materia de delitos culposos por tránsito de vehículos, durante las 24 hrs. del día los 365 días del año, en toda la República Mexicana, ante el Agente del MP y/o Juez Penal; asimismo proporcionara a través de Afianzadora legalmente autorizada, la garantía para obtener la libertad provisional del conductor y/o la devolución del vehículo.

Derivado del servicio y acorde a la legislación aplicable, LA COMPAÑIA se compromete a:

- a) Tramitar en su caso, la Libertad Provisional Bajo Caución del BENEFICIARIO, una vez que sea fijado el monto de la caución conforme a lo establecido por la ley aplicable de la Entidad donde ocurra el siniestro. La garantía será exhibida en la forma que establezca exclusivamente la ley, salvo aquellos casos que por mandato no proceda la libertad del Conductor ante el Ministerio Público por tratarse de un delito grave así considerado en la misma Ley.
- b) Cubrir los gastos procesales que se deriven de la Defensa del Conductor, así como los honorarios del abogado de LA COMPAÑIA.
- c) Si por razones de distancia o cualquier causa imputable a LA COMPAÑIA no acudiera el Abogado de LA COMPAÑIA, el conductor quedará facultado a contratar los servicios de un Abogado para su defensa jurídica en materia penal con motivo de un accidente de tránsito vehicular hasta un límite máximo de 60 días de salario mínimo general vigente en el DF como pago de honorarios, en tanto se presente el Abogado de LA COMPAÑIA.

##### **CLÁUSULA SEGUNDA - DE LAS GARANTÍAS.**

A través del abogado LA COMPAÑIA se compromete a depositar garantías de Fianza o Caucción para obtener la libertad Provisional Bajo Caucción del Conductor, y/o la devolución del vehículo asegurado y garantizar la Reparación del Daño al tercero afectado ante la autoridad (MP y/o Juez Penal), hasta por el monto señalado por la Cobertura de RC Contratada.

Para el otorgamiento de esta garantía, será necesario que EL BENEFICIARIO comparezca ante la autoridad competente cuantas veces sea requerido, acepte y nombre como su abogado al designado por LA COMPAÑIA así como suscribir la responsiva y/o documento idóneo que le proporcione el abogado de LA COMPAÑIA, para efecto de respaldar su asistencia.

Cuando el conductor incumpla con alguna de las obligaciones establecidas en la ley y/o ante la autoridad correspondiente y por esta causa, se haga efectiva la garantía depositada; EL BENEFICIARIO se obliga a rembolsar de inmediato a LA COMPAÑIA el importe de la garantía exhibida; En caso contrario se establece como Pena Convencional a razón de pagar un interés sobre la obligación denominada en Unidades de Inversión, el cual se calculará aplicando al monto de la propia obligación, el porcentaje que resulte de multiplicar por 1.25 el costo anual de captación a plazo de los pasivos denominados Unidades de Inversión, de las Instituciones de Banca Múltiple del país, publicado en el Diario oficial de la Federación, para el mes inmediato anterior a aquel en que se realice el pago, aún cuando solo haya transcurrido una fracción de los mismos.

Una vez que proceda solicitar la Devolución o Cancelación de la Fianza o Caucción otorgada por LA COMPAÑIA y el conductor o interesado tengan conocimiento o le avise la Autoridad de dicha circunstancia, el conductor se obliga a comunicarlo al abogado de LA COMPAÑIA a fin de solicitarla o bien a Reintegrar dicha Garantía de inmediato en caso de haber obtenido directamente su devolución.

### **CLÁUSULA TERCERA - REQUISITOS DEL SERVICIO JURÍDICO**

En caso de ocurrir un percance vial por el que se requieran de los servicios de un Abogado por algún delito de Daño en Propiedad Ajena, lesiones, homicidio, o Ataques a las vías Generales de Comunicación, ante el C. Agente del Ministerio Público o Juez penal, se realizará lo siguiente:

- a) Dar aviso a LA COMPAÑIA tan pronto como se tenga conocimiento del hecho, salvo caso de fuerza mayor, en el que se deberá comunicar tan pronto desaparezca el impedimento.
- b) Por su seguridad, no declarar ante la Autoridad hasta en tanto no esté presente el abogado de LA COMPAÑIA.
- c) En caso de iniciarse Averiguación Previa ante el Ministerio Público, EL BENEFICIARIO proporcionará los elementos necesarios para la ubicación y localización del responsable, así como cooperar para el seguimiento del asunto, acudiendo ante la autoridad respectiva cuantas veces sea citado.
- d) Abstenerse de realizar arreglos o gastos sin autorización de LA ASEGURADORA que tenga asegurado el vehículo que participe en el accidente.
- e) Dar aviso oportuno al Abogado y a la Autoridad competente de cambios de domicilio del conductor o cuando reciba o se entere de algún citatorio de la autoridad.
- f) Presentarse ante la autoridad competente cuantas veces sea requerido o citado.
- g) Dar aviso inmediato a LA COMPAÑIA y entregar en sus oficinas cualquier notificación, requerimiento o reclamación que reciba EL BENEFICIARIO.
- h) LA COMPAÑIA estará impedida para otorgar la Fianza o Caucción, si la póliza de automóvil correspondiente, esta cancelada.
- i) Solo se dará el Servicio Jurídico a EL BENEFICIARIO que muestre el certificado correspondiente.
- j) LA COMPAÑIA brindara el servicio siempre y cuando proceda el servicio amparado.

### **CLÁUSULA CUARTA - EXCLUSIONES DEL SERVICIO JURIDICO**

SERAN CAUSAS EXCLUYENTES DEL SERVICIO JURÍDICO, LAS SIGUIENTES:

- a) CUANDO EL BENEFICIARIO O PROPIETARIO REHUSE PRESENTARSE ANTE LA AUTORIDAD COMPETENTE.
- b) POR NO ACEPTAR O NOMBRAR COMO SU ABOGADO DEFENSOR AL DESIGNADO POR LA COMPAÑIA.
- c) CUANDO LA ASEGURADORA HAGA VALER ALGUNA EXCLUSION CONTEMPLADA EN LA PÓLIZA DE SEGURO.
- d) LA COMPAÑIA NO CUBRE LOS GASTOS DE GRÚA, PENSIÓN Y/O MULTA.
- e) LA COMPAÑIA NO PAGARÁ NI REEMBOLSARÁ EN NINGÚN CASO: DÁDIVAS, GRATIFICACIONES, GASTOS DE COPIAS O CUALQUIER OTRO CONCEPTO QUE NO ESTÉ CONTEMPLADO EN ÉSTE CONTRATO.
- f) CUANDO EL VEHÍCULO AMPARADO Y/O EL BENEFICIARIO PARTICIPE EN LA COMISIÓN DE DELITOS INTENCIONALES O DIFERENTES A LOS COMETIDOS IMPRUDENCIALEMTE.
- g) CUANDO POR UNA ACCIÓN INTENCIONAL DEL BENEFICIARIO, RESULTEN DAÑOS.
- h) CUANDO EL VEHÍCULO AMPARADO HAYA SIDO INTRODUCIDO ILEGALMENTE AL PAÍS, O SE CONDUZCA CON CAPACIDAD MAYOR A LA AUTORIZADA.
- i) LA COMPAÑIA NO PROPORCIONARÁ EL SERVICIO DE ASESORÍA Y DEFENSA LEGAL EN CASO DE JUICIO O DEMANDA EN MATERIA CIVIL, CON MOTIVO DEL SERVICIO LEGAL BRINDADO EN MATERIA PENAL.
- j) SI A CONSECUENCIA DE UN ACCIDENTE VIAL, SE INICIA AVERIGUACIÓN PREVIA EN CONTRA DEL BENEFICIARIO O CONDUCTOR DEL VEHÍCULO POR DELITOS EN CONTRA DE LA SALUD, POR TRÁFICO DE NARCÓTICOS O POR LA INTRODUCCIÓN DE BIENES DE MANERA ILICITA AL PAÍS. TAMPOCO SE PROPORCIONARÁ LA DEFENSA LEGAL, FIANZA O CAUCIÓN POR ESTOS DELITOS.
- k) NO SE PROPORCIONARA EL SERVICIO JURÍDICO EN EL CRUCERO O LUGAR DE LOS HECHOS.
- l) SERAN CAUSAS EXCLUYENTES DE EXHIBIR LA GARANTIA PARA OBTENER LA LIBERTAD PROVISIONAL BAJO CAUCION O TRAMITAR LA DEVOLUCIÓN DEL VEHÍCULO, LAS SIGUIENTES:

1. CUANDO SE TRATE DE DELITO GRAVE ASÍ CALIFICADO POR LA LEY, O POR LA AUTORIDAD COMPETENTE QUE ASÍ LO

DETERMINE.

2. CUANDO ALGUNO DE LOS OCUPANTES DEL VEHÍCULO RESULTE LESIONADO O FALLEZCA A CONSECUENCIA DE UN ACCIDENTE AUTOMOVILÍSTICO.
3. CUANDO LA COBERTURA DE RC DE LA ASEGURADORA DEL VEHÍCULO NO OPERE POR RECHAZO, POR ALGUNA EXCLUSIÓN DE LA PÓLIZA DE AUTOMÓVILES O POR NO CONTAR CON ESTA.
4. CUANDO EL CONTRATANTE, CONDUCTOR, PROPIETARIO O BENEFICIARIO SE SUSTRAYA DE LA ACCION DE LA JUSTICIA O INCUMPLA CON ALGUNA DE LAS OBLIGACIONES ESTABLECIDAS EN LA LEY O POR LA AUTORIDAD. TAMPOCO SE OTORGARÁ NUEVAMENTE EL SERVICIO DE DEFENSA LEGAL NI FIANZA O CAUCIÓN, POR EL MISMO HECHO QUE LE DIO ORIGEN.
5. CUANDO EXISTA JUICIO O DEMANDA EN MATERIA CIVIL.
6. LA COMPAÑIA NO PROPORCIONARA LA FIANZA O CAUCION A FAVOR DEL PROPIETARIO, CONDUCTOR O BENEFICIARIO CUANDO SE ABANDONE A LA VICTIMA DEL LUGAR DE LOS HECHOS O CUANDO AL PARTICIPAR EN EL SINIESTRO SE HAYA ENCONTRADO EN ESTADO DE EBRIEDAD O BAJO EL INFLUJO DE ALGUNA SUBSTANCIA TOXICA

#### **CLÁSULA QUINTA - DE LA ASISTENCIA**

LA COMPANÍA brindará los servicios de asistencia al tenor de los siguientes términos:

**I.- DURACION DE LOS SERVICIOS.-** La duración de los servicios de asistencia será por el período indicado en la carátula del Contrato.

**II.- ASISTENCIA MÉDICA.-** La asistencia médica consistirá en:

a) COORDINACION Y REFERENCIAS MÉDICAS EN TODA LA REPUBLICA MEXICANA LAS 24 HORAS DEL DIA.- Cuando el BENEFICIARIO requiera Asistencia Médica, el Equipo Médico de LACOMPAÑIA, previa solicitud y con cargo a éste, coordinará la atención Médica ya sea:

1. Concertando una cita con un médico o especialista en su consultorio.
2. La visita personal de un médico especialista al BENEFICIARIO, o
3. La revisión o consulta en un centro hospitalario de especialidades. LA COMPAÑIA, no emitirá un diagnóstico pero a solicitud del BENEFICIARIO y con cargo a éste, pondrá los medios necesarios para su atención.

LA COMPAÑIA proporcionará este servicio en las principales ciudades de la República Mexicana. En los demás lugares hará lo posible por ayudar al BENEFICIARIO o a contactar a un médico u hospital, con la mayor celeridad.

LA COMPAÑIA no será responsable con respecto a ninguna atención o falta de ella cometida por dichos médicos o instituciones médicas. Sin límite de eventos.

b) TRASLADO MÉDICO TERRESTRE.- En caso de que el BENEFICIARIO sufra una enfermedad o accidente que le provoque lesiones o traumatismos tales que el Equipo Médico de LA COMPAÑIA, en contacto con el médico que lo atiende, recomienden su hospitalización, LA COMPAÑIA gestionará y cubrirá el costo del traslado del BENEFICIARIO al centro hospitalario más cercano que resulte apropiado para el tratamiento requerido en ambulancia terrestre. Si fuera necesario por razones médicas, se realizará dicho traslado bajo supervisión médica.

c) TRASLADO MÉDICO AEREO DE EMERGENCIA.- En caso de accidente o enfermedad grave del BENEFICIARIO durante la vigencia de este certificado y/o la póliza, LA COMPAÑIA organizará y tomará a su cargo el traslado al hospital más cercano y apropiado, de acuerdo con el diagnóstico del médico tratante y el equipo médico de LA COMPAÑIA según la naturaleza de las heridas o la enfermedad, por ambulancia aérea.

d) BOLETO REDONDO Y GASTOS DE HOSPEDAJE PARA UN

FAMILIAR.- En caso de hospitalización del BENEFICIARIO por causa de accidente o enfermedad y de que su hospitalización se prevea de una duración superior a 5 (cinco) días, LA COMPAÑIA gestionará y cubrirá el costo de un boleto de ida y vuelta (clase económica con origen en la ciudad de residencia permanente del BENEFICIARIO) a una persona designada por el BENEFICIARIO, a fin de acudir a su lado. LA COMPAÑIA organizará y cubrirá los gastos de hospedaje de la persona designada hasta un máximo de \$ 60 USD por día, durante 5 (cinco) días naturales. Si el BENEFICIARIO falleciera, para

efectos de recoger el cuerpo y efectuar los trámites correspondientes, LA COMPAÑÍA cubrirá la misma prestación.

e) PAGO DE REGRESO O CONTINUACIÓN DE VIAJE DE ACOMPAÑANTES.- Si el BENEFICIARIO por accidente o enfermedad es hospitalizado o en caso de su fallecimiento, LA COMPAÑÍA proporcionará el traslado de los acompañantes a la ciudad de residencia permanente del BENEFICIARIO, de ser necesario o en el caso de tratarse de menores de edad, estos serán acompañados de una persona adulta.

LA COMPAÑÍA organizará y cubrirá los gastos de transporte de los acompañantes, boleto de regreso en tarifa económica a su lugar de residencia permanente, en el medio de transporte terrestre o aéreo disponible en el lugar del accidente o enfermedad. O bien, organizará y tomará a su cargo los gastos de la continuación del viaje al lugar originalmente previsto, siempre y cuando el monto no sea mayor al regreso a la ciudad de residencia permanente del BENEFICIARIO y en ambos casos el boleto original de transporte no tenga validez.

f) PAGO DE HOTEL POR CONVALECENCIA.- LA COMPAÑÍA organizará y cubrirá los gastos necesarios para la prolongación de la estancia en un hotel escogido por el BENEFICIARIO inmediatamente después de haber sido dado de alta del hospital, si esta prolongación es prescrita por el médico tratante y el equipo médico de LA COMPAÑÍA. Este beneficio será proporcionado de acuerdo a los siguientes requisitos:

1. Que la convalecencia se inicie inmediatamente (el mismo día) después de haber sido dado de alta del Hospital o Clínica.
2. El monto de la compensación prevista en esta cláusula será de hasta \$60 USD diarios y hasta un máximo de 10 días consecutivos naturales.

g) TRASLADO POR FALLECIMIENTO O ENTIERRO LOCAL.- En caso de fallecimiento del BENEFICIARIO, LA COMPAÑÍA se encargará de llevar a cabo las gestiones necesarias para el traslado del cuerpo y tomará a su cargo los gastos del envío de los restos hasta el lugar de inhumación en su lugar de residencia permanente.

O a petición del representante del BENEFICIARIO, LA COMPAÑÍA se hará cargo de la inhumación en el lugar donde se haya producido el deceso hasta el límite de la equivalencia del costo por traslado del cuerpo prevista en el párrafo anterior.

h) COORDINACIÓN PARA LA ASISTENCIA ODONTOLÓGICA POR EMERGENCIA.- En el caso de que el BENEFICIARIO sufra problemas agudos que requieran tratamiento odontológico de urgencia, LA COMPAÑÍA organizará una consulta con un especialista que ayude con el tratamiento del dolor, infección y extracción de la pieza dental afectada. El costo del tratamiento correrá por cuenta del BENEFICIARIO.

i) COORDINACIÓN PARA EL REEMPLAZO DE ANTEOJOS O LENTES

DE CONTACTO.- En caso de extravío o daño de los anteojos o lentes de contacto del BENEFICIARIO, LA COMPAÑÍA coordinará una cita con un optometrista para que tome su graduación y se proceda al reemplazo de los lentes. El costo de los mismos correrá por cuenta del BENEFICIARIO.

**III.-ASISTENCIA EN VIAJES.-** La asistencia en viajes consistirá en:

a) INFORMACIÓN TURÍSTICA.- LA COMPAÑÍA proporcionará información relacionada con:

- Horarios de museos en la República Mexicana.
- Requerimientos de vacunas y visas en otros países.
- Estado del tiempo en la República Mexicana.
- Eventos deportivos y espectáculos en algunas ciudades de México.

b) INFORMACIÓN DE VIAJES.- A solicitud del BENEFICIARIO, LA COMPAÑÍA proporcionará telefónicamente información turística como:

- 1.- Agencia de Viajes
- 2.- Clima
- 3.- Tipo de Cambio
- 4.- Principales Días Festivos
- 5.- Actividades Deportivas
- 6.- Boletos
- 7.- Atracciones
- 8.- Centros Comerciales
- 9.- Exhibiciones
- 10.- Hoteles y Restaurantes
- 11.- Museos y Galerías

## 12.-Vida Nocturna

## 13.- Consejos Prácticos

LA COMPAÑÍA también podrá asistir al BENEFICIARIO a crear planes de viajes vacacionales en la República Mexicana y en el extranjero.

c) INFORMACIÓN DEL US STATE TRAVEL ADVISORY DEPARTMENT.- A solicitud del BENEFICIARIO, LA COMPAÑÍA remitirá al BENEFICIARIO información proporcionada por el Departamento de Estado de los EEUU, sobre alertas de viaje, anuncios públicos e información consular, durante su viaje por la República Mexicana.

d) ENLACE CON EMBAJADAS Y CONSULADOS.- A solicitud del BENEFICIARIO, LA COMPAÑÍA coordinará el enlace con Embajadas y Consulados en México.

e) SERVICIO DE COMUNICACIÓN URGENTE.- En caso de una situación de emergencia, LA COMPAÑÍA podrá mantener informado a los familiares, médico tratante o empresa sobre el estado del paciente. El costo de las comunicaciones correrá por cuenta de LA COMPAÑÍA.

En ningún caso LA COMPAÑÍA se hará responsable por el contenido, veracidad y forma de las informaciones transmitidas.

f) COORDINACIÓN PARA DENUNCIAR Y RECUPERAR DOCUMENTOS PERDIDOS.- En caso de pérdida o robo de documentos y artículos personales del BENEFICIARIO, LA COMPAÑÍA le asesorará para denunciar los hechos y ayudará en la búsqueda. Si los objetos fuesen recuperados, LA COMPAÑÍA se hará cargo del envío hasta el lugar donde se encuentre el BENEFICIARIO o hasta su residencia permanente.

g) AVANCE DE FONDOS.- En caso de accidente o enfermedad del BENEFICIARIO, LA COMPAÑÍA realizará, previa solicitud, un avance de fondos por un máximo de \$2,000 USD debiendo previamente depositarse la cantidad solicitada en las oficinas o con los representantes autorizados de LA COMPAÑÍA. Este servicio de ninguna manera es un préstamo de dinero, el servicio únicamente para realizar una transferencia del dinero del BENEFICIARIO de una plaza a otra.

h) AGENCIA DE VIAJES DE EMERGENCIA.- A solicitud del BENEFICIARIO y con cargo del mismo, LA COMPAÑÍA coordinará la reservación de vuelos y/o hoteles en la República Mexicana.

i) LOCALIZACIÓN DE EQUIPAJE Y EFECTOS PERSONALES.- En caso de robo o extravío del equipaje o efectos personales del BENEFICIARIO, LA COMPAÑÍA le asesorará para denunciar los hechos y ayudará en su búsqueda. Si los objetos fuesen recuperados, LA COMPAÑÍA se hará cargo del envío hasta el lugar donde se encuentre el BENEFICIARIO o hasta su residencia permanente.

**IV.- ASISTENCIA VEHICULAR.-** La asistencia del vehículo asegurado consiste en:

a) AUXILIO VIAL BASICO.- En caso de cambio de neumático por pinchadura, falta de gasolina o necesidad de paso de corriente del vehículo y a petición del BENEFICIARIO, LA COMPAÑÍA organizará y cubrirá el costo del envío de un prestador de servicios para solucionar las eventualidades mencionadas, de tal forma que el vehículo pueda movilizarse por sus propios medios. Los servicios se prestarán de acuerdo a lo siguiente:

- Servicio de abastecimiento de gasolina.- En caso de que el vehículo, por algún descuido se quedara sin gasolina, LA COMPAÑÍA organizará y pagará el envío de gasolina suficiente para que el BENEFICIARIO llegue a la gasolinera más cercana. El costo de la gasolina correrá a cargo del propio BENEFICIARIO. Máximo tres eventos.

- Servicio de cambiar o inflar neumáticos.- En caso de que el vehículo sufriera una pinchadura de neumático o alguna de los neumáticos se encontrara tan bajo que impidiera continuar con el desplazamiento del mismo, LA COMPAÑÍA organizará y pagará el servicio para que se efectúe el cambio del neumático averiado por el propio de refacción, o bien, infle el neumático que se encuentre bajo. Máximo tres eventos.

- Servicio para pasar corriente.- En caso de que el vehículo se quedara sin energía eléctrica, impidiéndole continuar su desplazamiento, LA COMPAÑÍA organizará y pagará el envío de la ayuda necesaria para suministrarle corriente y permitir que continúe desplazándose por sus propios medios para llegar al taller más cercano para su reparación. LA COMPAÑÍA no se responsabiliza por los daños ocasionados a consecuencia de fallas en instalaciones eléctricas del vehículo asegurado. Máximo tres eventos.

- Servicio de cerrajero.- En caso de que por algún descuido, al BENEFICIARIO se le olvidaran las llaves dentro del vehículo o que se le extraviaran las llaves del vehículo asegurado, a solicitud del BENEFICIARIO, LA COMPAÑÍA organizará y pagara el envío de un cerrajero hasta el lugar donde se encuentre el vehículo asegurado para solucionar el problema. Las refacciones y duplicados de llave serán a cargo del BENEFICIARIO. Máximo tres eventos.

El BENEFICIARIO deberá acompañar en todo momento al prestador de servicios.

b) PAGO DE CHOFER PARA EL REGRESO DEL VEHÍCULO DEL BENEFICIARIO.- En caso de imposibilidad del BENEFICIARIO para conducir el vehículo por enfermedad, accidente o fallecimiento, y si ninguno de los acompañantes pudiera asumir la operación del vehículo, LA COMPAÑÍA cubrirá los gastos de traslado de un conductor designado por cualquiera de los

BENEFICIARIOS para trasladar el vehículo con sus ocupantes hasta el domicilio habitual, o hasta el punto de destino previsto en el viaje.

c) REFERENCIA DE TALLERES Y REFACCIONARIAS.- En caso de que el asegurado sufriera una avería, a solicitud del BENEFICIARIO, LA COMPAÑIA proporcionará información actualizada sobre talleres de servicio y refaccionarias cercanas.

d) ENVIO DE REFACCIONES.- En caso de que el vehículo se encuentre inmovilizado por descompostura y que las piezas que se requieran para su reparación no se encuentren en la localidad, LA COMPAÑIA organizará y pagará los gastos de envío de las mismas; El costo de las refacciones será a cargo del BENEFICIARIO. LA COMPAÑIA informará al BENEFICIARIO dentro de las siguientes ocho horas, de su contacto con LA COMPAÑIA, sobre la disponibilidad de la pieza y si la hay o no en existencia así como del tiempo aproximado para hacerla llegar.

e) ENVIO Y PAGO DE REMOLQUE (GRUA).- En caso de avería que no permita la circulación autónoma del vehículo, LA COMPAÑIA gestionará y cubrirá el costo de los servicios de remolque, grúa o plataforma hasta el taller más cercano dentro de la ciudad o estado en el que haya sucedido el evento. (monto máximo \$ 1,000.00 USD y dos eventos)

En todos los casos de remolque del vehículo es necesario que el BENEFICIARIO o su representante acompañen a la grúa durante el trayecto del traslado.

f) PAGO DE REGRESO O CONTINUACION DE VIAJE POR AVERÍA DEL VEHICULO O POR INTERRUPCIÓN DE VIAJE.- En caso de Accidente o de Avería del vehículo, LA COMPAÑIA organizará y cubrirá los gastos de transporte del BENEFICIARIO y sus acompañantes (máximo cuatro personas adicionales) un boleto de regreso en tarifa económica a su lugar de residencia permanente en el medio de transporte terrestre o aéreo disponible en el lugar de la descompostura. O bien organizará y tomará a su cargo los gastos de su continuación del viaje al lugar originalmente previsto, siempre y cuando el monto total no sea mayor al lugar de regreso o residencia permanente.

g) RENTA DE AUTO POR AVERÍA, ACCIDENTE (COLISION) O ROBO DEL VEHÍCULO.- Si después de haber sido remolcado el vehículo al taller más cercano, su reparación requiriera de más de 24 horas, o en caso de robo total del vehículo, y después de levantar el acta de robo ante las autoridades, si éste no puede ser recuperado y utilizado en las primeras 24 horas de ocurrido el siniestro, LA COMPAÑIA organizará y tomará a su cargo la renta de un vehículo de tipo mediano, hasta por 4 días por evento, hasta un máximo de dos eventos. La renta del vehículo estará sujeta a las políticas de aceptación de la empresa arrendadora.

h) VIAJES EN TRANSPORTES DE VEHÍCULOS CON CONDUCTOR POR MEDIO DE PLATAFORMAS DIGITALES DEBIDO A INTERRUPCIONES DE VIAJE. En caso de Accidente o de Avería del vehículo y que esto genere la interrupción de viaje, LA COMPAÑIA cubrirá los gastos de transporte UBER del BENEFICIARIO y sus acompañantes hasta por \$200 USD como máximo para coberturas contratadas mayores a 6(seis) meses. El servicio consistirá en:

- EL BENEFICIARIO podrá contratar el servicio de movilidad en territorio mexicano de las plataformas UBER y DIDI
- LA COMPAÑIA realizara el pago de este servicio bajo el esquema de reembolso
- EL BENEFICIARIO deberá enviar a la COMPAÑIA el comprobante digital de pago que emite la plataforma de movilidad para que se realice el reembolso por la cantidad cobrada. El límite máximo será de \$200 USD

i) PAGO DE HOTEL EN CASO DE AVERÍA O ROBO DEL VEHÍCULO. - En caso de robo o avería, si el vehículo no puede ser reparado y utilizado en las primeras 24 horas y no puede ser recuperado en las siguientes 24 horas de ocurrido el siniestro, LA COMPAÑIA tomará a su cargo por dos noches con un máximo de \$gr USD, por concepto de gastos de hotel.

j) COMPENSACIÓN POR DEDUCIBLE DE ROBO TOTAL. Pago de \$250 USD en 1 (un) evento para coberturas contratadas superiores a 6 meses por Robo Total de vehículo.

#### V.- ASISTENCIA LEGAL POR ABUSO DE AUTORIDAD.-

La asistencia por abuso de autoridad consiste en: LA COMPAÑIA brindará asesoría legal telefónica las 24 hrs. los 365 días. A el BENEFICIARIO sobre sus derechos dentro del Territorio Nacional y en caso de de que el BENEFICIARIO sufra de un abuso de autoridad LA COMPAÑIA asignará a un abogado para levantar un acta denuncia ante las autoridades competentes.

#### VI.- ASESORÍA EN CANCELACIÓN DE PERMISO DE IMPORTACIÓN.-

La asistencia en asesoría en cancelación del permiso de importación consiste: En caso de Perdida Total o Robo del Vehículo del BENEFICIARIO, LA COMPAÑIA pondrá a disposición de este un Abogado que lo asesore y orienten para llevar a cabo los trámites de cancelación de permiso de importación temporal del vehículo ante las autoridades competentes, dichos trámites serán:

- Acta de Robo otorgada por las autoridades competentes
- Acta de Robo, perdida o destrucción del holograma o permiso de importación temporal
- Certificado de identificación personal (en caso de ser extranjero)

LA COMPAÑIA no cubrirá el impuesto al comercio exterior que se causen.

#### **VII.- INSPECCIÓN MECÁNICA TRANSFRONTERIZA DE PUNTOS DE SEGURIDAD.**

Inspección detallada de los principales componentes mecánicos y eléctricos (puntos de seguridad) en talleres verificados en México para coberturas contratadas mayores a 6(seis) meses. Revisión en territorio mexicano de acuerdo a cobertura de red por estado. En caso de no contar con un proveedor verificado, se dará una garantía por este concepto de \$35 usd. La revisión mecánica consistirá en: Neumáticos, Frenos, Batería, Dirección, Suspensión, Niveles de fluidos (aceite y anticongelante) y Filtros.

Una vez finalizada la inspección se brinda un reporte del estado del vehículo a través de un esquema de semáforos y recomendaciones de mantenimiento. El BENEFICIARIO tiene derecho a 1(un) evento por año.

LA COMPAÑIA proporcionará este servicio en las principales ciudades de la República Mexicana. En caso de no contar con un proveedor que realice el servicio, la COMPAÑIA realizará una compensación en pago de \$35 USD al BENEFICIARIO.

LA COMPAÑIA no será responsable de desperfectos que presente el vehículo antes o después de la revisión mecánica de los puntos de seguridad, así como con respecto a ninguna atención o falta cometida por los talleres o mecánicos.

LA COMPAÑIA proporcionará este servicio a través de talleres y mecánicos establecidos para tal fin.

#### **VII.- DE LAS OBLIGACIONES DEL BENEFICIARIO.- El BENEFICIARIO tendrá las siguientes obligaciones:**

a) SOLICITUD DE ASISTENCIA.- En caso de una situación de asistencia y antes de iniciar cualquier acción, el BENEFICIARIO debe llamar al número 800 (sin costo) o por cobrar a LA COMPAÑIA facilitando los siguientes datos:

1. El lugar donde se encuentra, número de teléfono donde se puede contactar al BENEFICIARIO o su representante y todos los datos que el operador le solicite.
2. Nombre, número de contrato y vigencia.
3. Descripción detallada del problema que le aqueje y tipo de ayuda que requiere.
4. Abstenerse de hacer arreglos o gastos sin haber consultado a LA COMPAÑIA.

b) PRECAUCIONES O MEDIDAS DE SEGURIDAD.- El BENEFICIARIO está obligado a ejecutar todos los actos que tiendan a evitar o disminuir las situaciones de asistencia.

c) RECLAMACIONES.- Cualquier reclamación relativa a una situación de asistencia deberá ser presentada dentro de los 90 días naturales de la fecha en que se produzca y antes de salir de la República Mexicana.

( Nota: Algunos teléfonos celulares o satélites pueden funcionar diferente dependiendo en el servicio Mexicano que su compañía telefónica proporciona. Al entrar a México recomendamos que prueba los números para reclamos para asegurar cual es mejor para su tipo de teléfono.

Gratuito de México:	800-624-6491
Numero directo de México:	+52 55 5636-2495 o +52 55 5636-2496
Número gratuito para seguimiento de los EUA o Canadá:	1-866-549-7008 Soporte a través de WhatsApp 24/7
Soporte a través de WhatsApp ChatBot 🤖24/7:	+521 5586648573

El BENEFICIARIO contarán con un canal exclusivo que estará disponible en cualquier momento y donde podremos mantener comunicación de acuerdo a la solicitud de servicio que solicite con conectividad en cualquier parte de México, USA y Canadá, la atención se proporcionará tanto inglés como español.

#### **CLÁUSULA SEXTA - DE LAS EXCLUSIONES DEL SERVICIO DE ASISTENCIA**

Serán causas excluyentes de los servicios de asistencia, los siguientes:

- a) LAS SITUACIONES DE ASISTENCIA OCURRIDAS DURANTE VIAJES REALIZADOS POR EL BENEFICIARIO EN CONTRA DE LA PRESCRIPCIÓN DE UN MÉDICO.
- b) CUANDO EL BENEFICIARIO NO PROPORCIONE INFORMACIÓN VERAZ Y OPORTUNA, QUE POR SU NATURALEZA NO PERMITA ATENDER DEBIDAMENTE LA SITUACIÓN.
- c) EL BENEFICIARIO NO TENDRÁ DERECHO AL REEMBOLSO DE GASTOS POR SERVICIOS SOLICITADOS SIN PREVIA AUTORIZACIÓN DE LA COMPAÑÍA.
- d) CUANDO EL BENEFICIARIO NO ACREDITE SU PERSONALIDAD COMO DERECHOHABIENTE DEL SERVICIO DE ASISTENCIA.
- e) CUANDO EL BENEFICIARIO INCUMPLA CUALESQUIERA DE LAS OBLIGACIONES INDICADAS EN ESTE CONTRATO.
- f) CUANDO LA PERSONA QUE CONDUZCA EL VEHÍCULO AMPARADO NO SE IDENTIFIQUE COMO USUARIO Y/O PROPIETARIO DE DICHO VEHÍCULO.
- g) CUANDO EL USUARIO Y/O PROPIETARIO DEL VEHÍCULO AMPARADO NO SE ENCUENTRE EN EL LUGAR DE LOS HECHOS.
- h) CUANDO EL VEHÍCULO AMPARADO HAYA SIDO INTRODUCIDO ILEGALMENTE AL PAÍS.
- i) LA COMPAÑÍA NO SERÁ RESPONSABLE DE LOS RETRASOS O INCUMPLIMIENTOS DEBIDOS A CAUSAS DE FUERZA MAYOR O A LAS CARACTERÍSTICAS ADMINISTRATIVAS O POLÍTICAS DEL LUGAR EN QUE DEBAN PRESTARSE LOS SERVICIOS.
- j) LOS PROVEEDORES QUE PRESTAN LOS SERVICIOS DE ASISTENCIA PUEDEN SER CONTRATISTAS INDEPENDIENTES, POR LO QUE, LA COMPAÑÍA SERÁ RESPONSABLE POR LA PRESTACIÓN DE LOS SERVICIOS DE ACUERDO CON LO ESTIPULADO EN ESTE CONTRATO, NO SERÁ EN NINGÚN CASO RESPONSABLE POR LAS DEFICIENCIAS EN QUE INCURRAN TALES PROVEEDORES, NO OBSTANTE QUE LOS MISMOS SEAN ELEGIDOS POR LA COMPAÑÍA, CUENTEN CON LA ADECUADA TITULACIÓN Y SEAN COMPETENTES SEGÚN LOS NIVELES DEL SERVICIO DEL LUGAR, MOMENTO Y CIRCUNSTANCIA EN QUE SE PRESTEN LOS SERVICIOS.
- k) QUEDAN EXCLUIDOS LOS SERVICIOS CUANDO SEAN DERIVACIÓN DIRECTA O INDIRECTA DE:
  1. Huelgas, guerra, invasión, hostilidades (se haya declarado la guerra o no), rebelión, guerra civil, insurrección, terrorismo, pronunciamientos, manifestaciones, movimientos populares, radioactividad o cualquier otra causa de fuerza mayor.
  2. Autolesiones, intentos de suicidio, suicidio o participaciones del usuario y/o del vehículo amparado en actos criminales.
  3. Enfermedades psiquiátricas, psicológicas o de enajenación mental.
  4. Efectos patológicos, por el consumo de tóxicos, drogas, o fármacos menores o mayores, ya sean legales o ilegales (salvo por prescripción médica).
  5. Vehículos con modificaciones diferentes a las originales de fabricación, si éstas influyeran directamente en el accidente o la compostura.
  6. Cualquier percance intencional.
  7. Labores de mantenimiento, revisiones, reparaciones al vehículo amparado realizados directamente por el usuario o por terceros, si éstas influyeran directamente en el accidente o descompostura del vehículo amparado.
  8. No se remolcará el vehículo amparado con carga o con heridos, ni se harán maniobras si se encuentra atascado o atorado en baches o barrancos.
  9. No se dará servicio de traslado médico a mujeres embarazadas, durante los últimos noventa días antes de la fecha del parto.
  10. Todo tipo de accidentes, lesiones o enfermedades resultantes de actividades deportivas profesionales u oficiales.
  11. La fuga del usuario del lugar de los hechos.
  12. Violaciones directas a los permisos o licencias de conducir.

#### **CLÁUSULA SÉPTIMA - DE LA COMPETENCIA**

Las partes convienen en que para en caso de controversia suscitada con motivo del presente contrato, las partes renuncian a cualquier fuero o jurisdicción que les pudiere corresponder en razón de su domicilio presente o futuro, y se someten a la competencia de las leyes y autoridades del DF.

#### **CLÁUSULA OCTAVA - IDIOMA**

Las partes convienen que la versión oficial de este contrato es en español. La versión en inglés se proporciona únicamente como cortesía.

# Travel MedEvac Medical Evacuation Plan

## Description of Services

(Coverage specified on Policy Declaration - this coverage only applies to short term policies/policies less than 30 days and if the corresponding premium is paid)

### MEDICAL EVACUATION SERVICES

On policies with Travel MedEvac Coverage, these services are available if You suffer an Accidental Injury or sudden and unexpected Illness during the course of Your Trip when in Mexico and are more than one-hundred - fifty (150) miles from Your Primary Residence. In order for You to be eligible for these services, the services must be arranged and provided through Travel MedEvac and its Providers. Services not approved, arranged and provided through Travel MedEvac and its Providers will not be considered under this Plan.

**Emergency Medical Evacuation:** If while on Your specified Trip in Mexico You are Hospitalized as the result of an Accidental Injury or sudden and unexpected Illness, and in the opinion of Your attending Physician and the Travel MedEvac Provider's Medical Director, certify that the appropriate medical treatment is unavailable in Your current Hospital, Travel MedEvac's Provider will arrange and provide You Medically Necessary Medical Evacuation to the Hospital of Choice (defined as the closest hospital to Your primary residence in the USA or Canada that Travel MedEvac's Provider determines to be capable of providing appropriate medical treatment). Medical Evacuation to Hospital of Choice will begin when You are determined to be stable enough for Transportation by Your attending Physician and Travel MedEvac's

#### **Vehicle Return:**

If while on Your Trip in Mexico You suffer an Accidental Injury or sudden and unexpected Illness during the course of Your Trip and are Medically Evacuated, Travel MedEvac will assist to arrange to return the unattended Vehicle to Your primary residence. This service is only afforded to non-commercial vehicles. Your Vehicle must be in good condition and capable of being safely driven on the highway in compliance with local laws. Any costs required to maintain the safe operation of the Vehicle during the return will be Your responsibility. The request for the Vehicle Return service must occur at the time of Your Medical Evacuation or prior to Your Trip's end date if not medically evacuated. In some instances, transport may require a family or friend authorized by You to legally transport your vehicle across international borders.

#### **The following provisions apply to all covered services:**

**Service Not Covered and Exclusions** - Travel MedEvac nor its Providers will not be responsible for any costs or expenses arising from the following:

1. Hospital or medical expenses of any kind or nature;
2. Travel arrangements that were neither arranged nor provided by Travel MedEvac;
3. Travel expenses, including but not limited to accommodations, local transportation, meals, telephone, and facsimile charges;
4. Subsequent evacuations for the same or related medical condition, regardless of location;
5. Plan Participants who enroll in this Plan while Hospitalized or already in Mexico.
6. Accident or Illness caused by or resulting from the following:
  - a. suicide, attempted suicide or any intentionally self-inflicted Injury while sane or insane;
  - b. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
  - c. participation in any military maneuver or training exercise;

- d. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- e. mental or emotional disorders, unless Hospitalized;
- f. participation as a professional in athletics;
- g. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician;
- h. commission or the attempt to commit a dishonest, fraudulent or criminal act;
- i. traveling for the purpose of securing medical treatment;
- j. services not shown as covered;
- k. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- l. care or treatment that is not Medically Necessary;
- m. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);
- n. an Illness, disease, or other condition, event or circumstance that occurs at a time when Your Plan is not in effect.
- o. Accidental Injury or Illness when traveling against the advice of a Physician.
- p. any initial hospitalization which takes place outside of the Republic of Mexico.
- q. participation in extreme sports, including BMX, bungee jumping, caving, hang gliding, high diving, hot air ballooning, inline skating, jet skiing, zip lining, mountain biking, parachuting, paragliding, parascending, rappelling, rock climbing, mountaineering (ropes and guides), scuba diving, skydiving, snorkeling, surfing, trekking, whitewater rafting and windsurfing.

**Medical Evacuation Assistance Services Are Provided Through Travel MedEvac, Its Assistance Providers and Designated Representatives.**

**ASSISTANCE SERVICES WHEN HOSPITALIZED**

If You have a medical emergency, please seek medical treatment immediately. If admitted to the hospital in Mexico for an Accidental Injury or sudden and unexpected Illness, please call Travel MedEvac and You will be connected with our Primary Medical Evacuation Provider. Our Primary Medical Evacuation Provider will work with You, Your family or companion along with the attending Physician(s) and medical facility personnel to determine if You qualify for an evacuation and whether the evacuation is to be carried out via a commercial aircraft or a private, medically equipped aircraft. A Medical Assessment, Medical Records and other information regarding Your health condition will be needed prior to a medical evacuation being arranged.

**Medical Evacuation Arrangements**

Your enrollment in the Plan provides You access to medical evacuation transportation arranged through Travel MedEvac and their Primary Medical Evacuation Provider according to the terms, conditions, and limitations set forth in the Plan.

All arrangements for transportation or assistance services under Your Plan must be made through Travel MedEvac and its Primary Medical Evacuation Provider. Any arrangements made by You for medical evacuation services with an alternate air ambulance company will not be reimbursed for any charges or expenses You incur without our prior, authorized, written and notarized approval.

You agree to promptly notify, or have Your representative promptly notify us for consideration of medical evacuation transportation if You believe it may be needed, specifying the nature of the Injury or Illness and the hospital admitted to. Due to the nature of the services, a reasonable period of time is required to properly initiate a medical evacuation transportation, and You recognize that diligence is necessary to properly

accommodate a medical emergency. You agree to provide notice at the earliest possible moment so we can secure a comprehensive medical assessment and to allow proper time to prepare the medical evacuation transportation, if warranted. Failure to contact us for the medical evacuation transportation in a timely manner may result in a denial or delay of services.

To facilitate providing the services, You agree to sign an authorization permitting us and the Primary Medical Evacuation Provider to disclose or discuss Your medical information with any physician, hospital, medical attendant, or others regarding Your physical condition including but not limited to medical records and diagnostic images and test results. This authorization shall remain valid until such time as You or Your authorized representative revokes it in writing.

You hereby authorize us, the Primary Medical Evacuation Provider and their network of air ambulance companies and any medical personnel or medical facility involved in the medical transport process to review Your medical records, diagnostic images, and test results. You further authorize the Primary Medical Evacuation Provider's medical personnel to perform procedures and provide treatment as they deem necessary, both prior to and during the course of Your medical evacuation transportation. We do not provide or control the provision of medical services to You. Our performance of our obligations under the Travel MedEvac Plan assistance services is ministerial in nature and shall not constitute any undertaking to render medical services, to assume or guarantee the result of medical services provided to You, or to guarantee that the medical services performed by others will be rendered in accordance with generally accepted standards or procedures.

The parties understand and agree that the rendering of medical services to a Plan Participant and the results thereof are solely within the control of the Primary Medical Evacuation Provider's medical personnel. Travel MedEvac is not liable for any malpractice by the Primary Medical Evacuation Provider and their network of air ambulance companies, or other healthcare providers.

#### **Other General Exclusions and Limitations on Assistance Services**

Medical evacuation transportation is subject to limitations on the operation of aircraft imposed by mechanical issues, weather, regulations and restrictions imposed by the United States Federal Aviation Administration or comparable aviation administration authority of any other jurisdiction in which a medical facility or Plan Participant may be located, and other conditions beyond the control of Travel MedEvac or the Primary Medical Evacuation Provider. The Primary Medical Evacuation Provider will manage the logistics of all air medical transports, including the possibility of using an alternate medical evacuation transportation provider that is part of the primary Provider's extensive worldwide network of air ambulance should the need arise. Medical evacuation transportation from airports in Mexico and other countries typically are restricted or closed to private aircraft, including our Primary Medical Evacuation Provider's aircraft, from dusk until dawn which may delay an aircraft reaching a Plan Participant until the following day.

Your Plan provides medical evacuation transportation only through the use of ground ambulances and aircraft assigned by us. Your Plan does not reimburse or otherwise allow for transportation arranged by the Plan Participant or provided through any other means (e.g., helicopter). Since Your Plan requires You to arrange any medical transports or services through us, You will not be reimbursed for any expenses incurred on Your own including but not limited to hospital bills.

Both the sending and receiving medical facility must be reasonably accessible by ground ambulance to transport the Plan Participant to and from an airfield capable of accommodating medical aircraft transportation assigned by us. Air medical transport from remote areas or islands to a location with an airfield accessible to our primary Provider's medical aircraft is not provided. Costs of evacuation from these remote areas to a location where we can provide service are the responsibility of the Plan Participant.

Due to limited medical and laboratory facilities on cruise ships, if a Plan Participant becomes ill or injured on a cruise ship, in all cases we will require a Plan Participant to be admitted to a medical Facility on-shore for a thorough medical assessment before scheduling a Medical evacuation transportation to another medical facility.

U.S. registered aircraft and personnel cannot be sent into countries where the U.S. State Department has issued travel restrictions, or to areas where civil aviation has been suspended or restricted, such as the result of a natural disaster or civil unrest. Your Plan is subject to exclusion in these areas, as well as for any medical evacuation transportation that would be in violation of any Federal Aviation Administration rules or regulations or Presidential orders restricting air travel.

The patient and an accompanying passenger(s) if conditions allow are limited to one small carry-on bag each or less due to limited space available on medical aircraft.

#### **Disclaimer and Limitations on Liability**

You acknowledge that medical evacuation transportation is arranged through our Primary Medical Evacuation Provider and their extensive network of air ambulance companies. Although the ground ambulance and aircraft is equipped with personnel and equipment to sustain and preserve the life of a patient while in transit, a Plan Participant's condition may deteriorate during the transport to the point of death or irreparable harm. The Plan Participant understands and assumes this risk, and therefore agrees that Travel MedEvac's and our Primary Medical Evacuation Provider or other outside contractors, including their shareholders, officers, managers, employees, agents, affiliates, distributors, predecessors, successors, and assigns, shall not be responsible to any person, including but not limited to You or Your estate, survivors, agents, assigns, or representatives, for Your death or deterioration of the Your condition.

Travel MedEvac and its managers, employees, agents, affiliates, successors, and assigns shall not be liable for any harm or damages relating to or resulting from services provided by our Primary Medical Evacuation Provider or other outside contractors. Neither Travel MedEvac nor its managers, employees, agents, affiliates, distributors, successors, or assigns shall be liable to any person for the death, disability, or Injury of the Plan Participant or any other person accompanying the Plan Participant unless the Injury is determined by a court to be solely caused by the gross negligence or willful misconduct of Travel MedEvac. We shall not be liable for delay or failure to perform under the Plan if such delay or failure is caused by the unavailability of a ground ambulance or aircraft, mechanical failure, acts of god, fire, flood, strike, labor dispute, riot, insurrection, war, or any other cause beyond the control of Travel MedEvac or our Primary Medical Evacuation Provider, the Primary Medical Evacuation Provider's extensive network of highly accredited worldwide medical evacuation providers, or other outside contractors.

#### **GENERAL PROVISIONS OF THE MEDICAL EVACUATION AND ASSISTANCE SERVICES**

Except as otherwise set forth in this Plan, the assistance services provided are provided on an "as is" and "as available" basis. Travel MedEvac and its managers, employees, agents, affiliates, distributors, successors, and assigns expressly disclaim all warranties of any kind, whether express or implied. The Plan Participant, individually and on behalf of the Plan Participant's estate, and the Plan Participant's survivors, agents, assigns, and representatives, expressly understand and agree that Travel MedEvac and its managers, employees, agents, affiliates, distributors, successors, and assigns shall not be liable to the Plan Participant or Your estate, survivors, agents, representatives, or assigns, or the general public, for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages relating to or arising out of the Plan or the services to be provided hereunder. The total liability of Travel MedEvac and its, managers, employees, agents, affiliates, distributors, successors, and assigns relating to or arising out of the Plan or the services provided hereunder shall not exceed the amount equal to the Plan and policy fees paid to date during the current term of Your Plan. Medical Evacuation transportation made pursuant to the Plan is subject to rules and limitations of certain international treaties governing international air travel, including but not limited to the Warsaw convention

and/or the Montreal convention, which limit the liability of air carriers with respect to death or Injury of passengers, for loss or destruction of baggage, or for delay.

The Plan's assistance services as defined constitute a summary of the agreement between Travel MedEvac and You. All legal actions arising under or relating to the assistance services provided or arranged by Travel MedEvac for You under Your Plan, shall be barred unless written notice thereof is received by us within six (6) months from the date of the services provided.

You further agree to waive the right to trial by jury in any action arising out of or relating to any assistance services provided or arranged by Travel MedEvac and its Primary Medical Evacuation Provider for You under Your Plan. Your Plan cannot be transferred or assigned by You, and any attempted transfer or assignment shall be null and void.

Travel MedEvac, in its sole discretion, may monitor or electronically record communications between its employees or designated representatives and You in connection with Your Plan. By enrolling, You specifically authorize communications involving You and to which You are a party to be recorded and utilized by us for quality control or other purposes.

#### **DEFINITIONS**

The Following Definitions Apply Throughout this service plan document, when capitalized, certain words and phrases are defined as follows:

**Accidental Injury** Means an identifiable accidental physical Injury caused by a sudden, unexpected, unusual, specific accident that is independent of disease or bodily infirmity and occurs during Your Trip and which requires Hospitalization in Mexico.

**Effective Date** means 12:01 A.M. local time, at Your location on the day Your Mexvisit Travel Assistance Plan is effective; or at the local time when the Mexvisit Travel Assistance Plan is purchased if on the same day of Your Trip and prior to entering Mexico.

**End Date** means 11:59 P.M. local time on the day Your Trip ends, or when You are no longer in Mexico.

**Hospital** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides twenty-four (24) hour nursing service and has at least one registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, drug or physical rehabilitation facility or convalescent home for the aged, or similar institution.

**Hospitalization or Hospitalized** means being admitted to a Hospital as an inpatient after Your initial visit to a Hospital emergency room in Mexico.

**Hospital of Choice** means the Hospital closest to Your primary residence in the United States or Canada that Travel MedEvac's Provider determines to be capable of providing appropriate medical treatment.

**Illness** means a sudden and unexpected sickness or disease of the body, that manifests itself during Your trip in Mexico, which requires hospitalization and commences while Your Plan is in effect.

**Medical Director** means a licensed physician employed by or contracted with a Primary Medical Evacuation Provider to serve in a medical and administrative capacity as the head of the medical personnel employed by or contracted with the Primary Medical Evacuation Provider.

**Medical Assessment** means an assessment of a patient's medical condition by our Primary Medical Evacuation Provider's Medical Director in collaboration with the attending physician. Travel MedEvac, LLC, or the Primary

Medical Evacuation Provider, will utilize the assessment to determine at its sole discretion whether You are fit to fly; the most appropriate means to provide medical evacuation; the medical personnel who will be accompanying the patient on the transport; and to confirm the medical facility closest to one's home can meet their medical needs. If the patient's medical facility of choice is unable to provide the high level of medical care required by the patient, arrangements will be made to transport the patient to the appropriate medical facility closest to their home, or closest to patient's preferred medical facility in the US or Canada.

**Medically Necessary** means a service or supply that: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental.

**Occupants** means any legal resident or citizen of the United States or Canada traveling with You in the Vehicle during Your Trip.

**Plan Participant** means a person who is enrolled in the MexVisit Travel Assistance Plan and his/her Occupants, eighty-four (84) years of age or younger. Must be a legal resident or citizen of the United States or Canada.

**Physician** means a licensed practitioner of medical, surgical or dental services, acting within the scope of his/her license. The treating Physician may not be Your Traveling Companion, family member or any person related to You.

**Plan** includes this assistance agreement, Your approved application, and the terms published on date of Your enrollment.

**Primary Medical Evacuation Provider or Providers** means a licensed direct air carrier and/or ground ambulance company or assistance company selected by Travel MedEvac to provide and arrange Your medical evacuation transportation and services.

**Primary Residence** means the location of Your true, fixed and permanent home and principal establishment in the USA or Canada.

**Provider(s)** means a direct air carrier and/or ground ambulance company or assistance company selected by Travel MedEvac to assess eligibility and provide or arrange Your medical evacuation transportation and services. **Reasonable and Customary Expenses** means charges commonly used by Physicians and in the locality in which care is furnished.

**Suitable Airport** means such location, construction, and facilities to safely accommodate the landing, ground services, maintenance requirements, and take-off of the fixed-wing aircraft assigned by Travel MedEvac.

**Traveling Companion** means a person who has coordinated travel arrangements or vacation plans with You, intends to travel with You during the Trip.

**Travel MedEvac** means Travel MedEvac and its affiliates, successors, and assigns. Travel MedEvac, LLC is alternatively referred to herein as "we," "us," or "our" arranged by Travel MedEvac.

**Trip** means travel when in Mexico only as described by parameters and the Effective Date and End Date of the Mexvisit Travel Assistance Plan purchased.

**You and Your** refers to the Plan Participant(s) enrolled in the Mexvisit Travel Assistance Plan and the Occupants of the specified Vehicle during the Trip

**Vehicle** means a non-commercial automobile, motorcycle or motor home included as part of the Mexvisit Travel Assistance Plan purchased and used while on Your Trip that is not used for racing, off-roading, rentals, dealer services, dealer loaners, taxi, limousine, shuttle, delivery, hauling, towing, road repair service, construction service, or as a public livery vehicle, or any commercial use.

### **Electronic Signature**

You represent and warrant that You have the legal right, power, and authority to agree to the terms of the Plan terms and conditions on behalf of Yourself, Your dependent(s), and any other individual or entity on whose behalf You are acting. You further agree that Your action of clicking the "I Agree" checkbox constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA"); that You have executed, entered into, accepted the terms of,

and otherwise authenticated the Plan terms and conditions; and that You acknowledge and agree that the Plan terms and conditions are an electronic record for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act (“UCITA”) and, as such, are completely valid, have legal effect, are enforceable, and are binding on, and non-refutable by, You, Your dependent(s), and any other individual or entity on whose behalf You are acting.

#### **TRAVEL MEDEVAC ASSISTANCE – MEDICAL EVACUATION CONTACT INFORMATION**

If You are admitted to a hospital with an Accidental Injury or sudden and unexpected illness and seeking possible medical evacuation, please call us at the following:

1-888-963-4933 or 1-602-344-9225 and press “2” at the prompt. Whether You, or a person calling on behalf of You, please have the following information available.

- Full Name of Patient
- Current Condition of Patient
- Name of Hospital and Location ●  
Hospital Phone Number(s)
- Name of Physician(s)/Hospital Administrator ●  
Mexvisit – Policy Number

Our Provider will then take further steps to secure additional medical information through doctors and hospital administrators to complete a comprehensive medical assessment that will help determine the needs of the patient and when appropriate arrange and provide such an evacuation.