



**TOURIST  
AUTO**  
General Conditions

**Tourist Auto**

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## Specification of Coverage

### SECTION 1. WITH MANDATORY DEDUCTIBLE FOR COVERAGE a AND b

a) **COLLISION, OVERTURNING AND GLASS BREAKAGE.** Material damages to the Insured Vehicle as a result of collision, overturning or glass breakage are covered by this paragraph (a) where THE COMPANY will only pay for damages exceeding the deductible amount specified on this policy. The deductible shall be borne by the insured and will be separately applicable to each covered occurrence according to the terms of this section.

b) **TRANSPORTATION.** Material damage to the Insured Vehicle caused by: stranding, sinking, burning, explosion, collision, overturning or derailing of the transportation vehicle in which the Insured Vehicle is being moved by land, air or sea, and any responsibility of the insured for salvage charges are covered by this paragraph. THE COMPANY will only pay for such damages exceeding the deductible amount.

c) **TOWING EXPENSES.** In the event of an accident that leads to a claim, under the terms of this policy, THE COMPANY will pay the necessary towing expenses to move the Insured Vehicle to the place designated by THE COMPANY for repairs, (including a place in the United States, if the Company decides so). The expenses to put the vehicle into towable conditions are included.

If the insured chooses to move the damaged Insured Vehicle to a place other than the one chosen by THE COMPANY, or covers these expenses without previous authorization, THE COMPANY will be liable for this concept for a limit of up to \$500.00 USD.

**DEDUCTIBLE.** Coverage a and b, available under section 1 are subject to a deductible which is to be borne by the Insured. The deductible percentages and amounts will be the ones stated on the face of the policy.

### SECTION 2. WITH MANDATORY DEDUCTIBLE

a) **THEFT OF THE VEHICLE.** The total theft of the insured vehicle as well as the losses or damages resulting from said total theft.

b) **FIRE, LIGHTNING AND/OR EXPLOSION.** Material damage suffered by the Insured Vehicle arising out of fire lightning and/or explosion.

c) **STRIKES AND RIOTS.** Material damages caused to the insured vehicle by acts of people participating in work stoppages, strikes, labor related, riots, rallies, mutinies or insurrections during these acts. Damages caused in suppression acts performed by the legally recognized authorities in the line of duty. **VANDALISM ACTS ARE EXPRESSLY EXCLUDED.**

d) **NATURAL DISASTERS.** Material damages caused to the Insured Vehicle by cyclone, hurricane, hail, earthquake, volcanic eruption, avalanche, flooding of: rivers, lakes and inlets except for salt water; land or rock slide, fall or collapse of constructions, buildings or similar structures as well as falling of trees or branches.

**DEDUCTIBLE.** Coverage available under Section 2 are subject to a deductible, which is to be borne by the insured. The deductible percentages and amounts will be the ones stated on the policy.

Under sections 1 and 2 it is also covered the special equipment whereupon it is equipped the Insured Vehicle, adding this amount to the vehicle's value, constituting therefore the insured sum. By special equipment it is understood for the effects of this contract, the one that consist of labels, announcements, radio, clock, fog lights and outer finders, mirrors, visors, and any other extraordinary accessories.

### SECTION 3. THIRD PARTY LIABILITY COMBINED SINGLE LIMIT

This coverage protects the liability that the insured or any other person may incur by his express consciousness or tacit by using the vehicle causing damage to third parties (other



than the occupants) in their possessions and/ or their persons, or death, including moral indemnity according to the law.

The maximum limit that THE COMPANY covers is expressed on the policy and operates as a unique insured amount for each event, during the enforcement of the policy.

The payment of the indemnity of the same event will reduce the insured amount but it will be reinstated automatically for future events during the enforcement of the policy.

The insured amount of this coverage will apply (only if applicable) on the following cases:

- a) The moment the insured amount is used up in any other coverage obligatory in nature that the insured has contracted.
- b) When such coverage similar and obligatory in nature does not exist.
- c) When this coverage similar and obligatory in nature does not apply.

It is understood for similar coverage, the one which protects the same liability risk, and for obligatory the one contracted in compliance with a legal or administrative disposition.

In the case of trailers, this coverage will only cover the damage caused by the first trailer and only when it is being pulled by the insured vehicle **except if something different is expressed on the face of the policy, the second trailer is not covered.**

In addition, and up to an amount of liability equal to the one expressed on the policy, this coverage will extend to coverage to any other person that by the express or tacit consent of the insured uses the vehicle, in case of a civil trial against him caused by his liability.

#### DEDUCTIBLE

This coverage does not have applicable deductible.



## SECTION 4. MEDICAL EXPENSES FOR OCCUPANTS

The payment of medical expenses incurred for hospitalization, medical treatment, nurse care, ambulance and burial expenses resulting from bodily injury suffered by the driver or any other occupant in accidents of the Insured Vehicle, while ridding inside the compartment, cabin or area destined for the transportation of passengers.

The medical expenses covered under this policy are as follows:

#### a) HOSPITALIZATION

Reasonable room and board at the hospital, physical therapy, related hospital expenses and, in general, drugs and medication prescribed by a legally recognized physician.

#### b) MEDICAL TREATMENT

Required medical services provided by professionals legally authorized to practice their respective professions.

#### c) NURSING CARE

The cost of the services for nurses with a nursing degree or a license to practice.

#### d) AMBULANCE SERVICE

Reasonable expenses incurred for the use of an ambulance when required.

#### e) FUNERAL EXPENSES

Expenses incurred on under this concept for a maximum of 25% of the insured amount per person under this coverage. These expenses will be reimbursed by THE COMPANY when the respective expense voucher is presented.

In the event of an accident of the insured vehicle, if the number of injured occupants exceeds the maximum insured persons, the maximum limit of liability of THE COMPANY for this coverage will be reduced proportionally.

THE COMPANY will pay the above mentioned expenses until the limit of liability for each occupant has been reached. **The obligation of THE COMPANY shall automatically cease when the effects of the injury have**

disappeared, either through the recovery of the patient, the death of the same or after a maximum of one year from the date of the occurrence.

**DEDUCTIBLE**

This coverage does not have applicable deductible.

**General Conditions**  
**CLAUSE 1. EXCLUSIONS**

This insurance policy does not cover:

- a) Civil liability for death or bodily injury sustained by the driver of the insured vehicle or any other occupant thereof, except for Medical Expenses covered in section 4 of this policy. Moreover, this insurance shall not cover liability resulting from intentional conduct attributable to the insured or the driver of the vehicle.
- b) Civil Liability of the owner and/ or driver of the Insured Vehicle for running over either's relatives, family or household members and employees.
- c) Unless explicitly contracted, legal fees, including attorney's fees, and expenses for the defense of the Insured, any driver of the insured vehicle or the owner of the insured vehicle resulting from civil or criminal proceedings originated from any loss, or the cost of bail, fines or assessments of any kind as well as sanctions and any other obligations other than the repair of the damages.
- d) Loss or damage sustained or caused in the operation of the Insured Vehicle off conventional roads or on roads not in good driving condition. (Conventional Road shall be understood as a road adapted and/ or designed to be used by vehicles authorized to transport passengers on a private basis, and on which there are reasonable signs of the normal transit of vehicles).
- e) Loss or damages sustained or caused during participation by the vehicle in a race or any other contest of speed or resistance.
- f) Damages sustained or caused by the

Insured Vehicle when it is being used for driving instruction or teaching.

g) Damages sustained or caused by the Insured Vehicle when being used to tow trailers, boats or other vehicles, unless expressly stated on the face of the policy or if the trailer or boat are insured separately.

h) 1. Damages sustained or caused by the Insured Vehicle while being driven by a person lacking a driver's license issued by the proper legal authorities, or while being driven by a person under the influence of alcohol, and this must be certified by the competent authority if such circumstance is a contributing cause to the accident.

2. Damages sustained or caused by the Insured Vehicle, while being driven by a person under the influence of drugs, if such circumstance is a contributing cause to the accident.

**THESE EXCLUSIONS ARE APPLICABLE TO PRIVATE USE VEHICLES, IN CASE OF COMMERCIAL TRUCKS OR PICK- UP TRUCKS, PANELS, TRAILERS, TRUCK-TRAILER, BUSES AND/ OR TAXIS (CABS), DAMAGES CAUSED OR SUSTAINED BY THE VEHICLES WHILE BEING DRIVEN BY A PERSON LACKING A DRIVER'S LICENSE OR BY A PERSON UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, ARE NOT COVERED.**

- i) Theft of parts or accessories, unless as a direct result of total theft of the Insured Vehicle.
- j) Any indirect loss incurred by the insured or any occupant of the vehicle, as well as any expenses resulting from said loss, including, but not limited to, lodging, meals, transportation, telephone calls, automobile rental, or the loss of use of the Insured Vehicle or other similar expenses.
- k) Damage suffered by the Insured Vehicle because of lack or loss of oil in any component, lack or loss of water or resulting from improper maintenance.



l) **Mechanical breakdown or failure of any part of the Insured Vehicle unless directly caused by any of the risks insured herein.**

m) **Loss or damage due to natural wear and tear of the Insured Vehicle and the components thereof, including depreciation in value as a result of the same.**

n) **Loss or damage to the Insured Vehicle as a consequence of warlike operations whether arising out of foreign or civil war, insurrection, rebellion, expropriation, requisition, confiscation, seizure or detention by the legally recognized authorities in the performance of their duties or for any other similar reason. Likewise, this insurance does not cover loss or damage caused to the Insured Vehicle when being used by or for any military service, with or without the consent of the insured.**

o) **Any loss or damage caused by the normal action of tide, even when flooding occurs, as a consequence of the Insured Vehicle being exposed to the tide.**

p) **Any damage suffered or caused by the Insured Vehicle due to overloading or subjecting it to excessive strain for its strength and capacity. Similarly, THE COMPANY shall not be liable for any damages caused to any viaducts, bridges, scales or any public thoroughfare and underground objects and installations due to vibrations or to the weight of the vehicle and its load.**

## CLAUSE 2. TRAILERS AND BOATS

Trailers and boats shall be insured only if they are expressly included on the face of this policy, designating the characteristics of it, the insured amount and the corresponding premium. For the purposes hereof, "trailer" shall be construed to mean a house trailer or mobile home, which includes the fixed equipment attached thereto, excluding household articles and personal belongings; "boat" shall be construed to mean the vessel specified on the face of the policy and the platform or trailer on which it is transported, as a single unit.



A trailer is covered under the same risks and duration contracted in the policy for the motor vehicle pulling it, even though the trailer may be unhitched from the motor vehicle or parked. **This insurance policy does not cover medical expenses for occupants on injuries sustained inside the trailer or boat.**

Trailers and boats are subject to a separate deductible under Sections 1 and 2 of this policy.

Boats or articles transported on a trailer are covered only while on the trailer and on land. Coverage is granted for the dates specified on the face of the policy. **THE COMPANY'S liability ceases in the moment when the boat (or article) is detached from the trailer. Damages suffered in the act of attaching or detaching, loading or unloading are excluded.**

The limits of liability under Sections 3 and 4 on this policy shall not be increased by the inclusion under this policy of trailers or boats. These limits are merely extended.

## CLAUSE 3. PRECAUTIONS IN THE EVENT OF LOSS

Upon the occurrence of an accident or loss, the insured shall take all precautions advisable under the circumstances to prevent further damages; the insured shall not abandon the Insured Vehicle unless required to do so by reasons beyond his reasonable control.

Noncompliance with the foregoing shall result in the reduction of the amount payable under this policy to the amount which would have been payable to the insured, if the insured had complied with such obligation.

## CLAUSE 4. DUTIES IN CASE OF OCCURRENCE

a) Upon the occurrence of an accident or loss covered hereunder, the insured is obligated to immediately notify THE COMPANY as soon as he is made aware of same except in the case where such

notification is rendered impossible by reasons beyond the reasonable control of the insured, in which case he still must notify THE COMPANY as soon as the circumstances allow and PRIOR TO LEAVING THE MEXICAN REPUBLIC.

**Noncompliance with the foregoing shall result in the reduction of the amount payable under this policy to the amount which would have been payable had THE COMPANY been promptly advised of the occurrence.**

b) Once the insured has given THE COMPANY notice of the occurrence, THE COMPANY shall make an appraisal and commence adjustment of damages within 72 hours from the time the insured placed the vehicle at the disposal of THE COMPANY and it has been released from the authorities.

c) The lead time of the Insured Vehicle repair will depend on the extent of damage and the existence of parts or spare parts that are on the market and suppliers of the company. Once the workshop, agency or representative has all necessary and appropriate measures to repair the damage of the Insured Vehicle parts, it takes up to 30 calendar days for proper and necessary work in their labor and painting, being able to extend that period by 15 days if the Insured Vehicle repair required. The warranty repair is subject to that offered by the manufacturer, importer or distributor of spare parts or parts, as well as those provided by the workshop or agency in their labor.

d) In the event THE COMPANY does not initiate adjustment of damages within 72 hours as referred to in subparagraph b), the insured shall have the right to proceed with reasonable repairs of damage and shall have the right to demand payment for said repairs from THE COMPANY pursuant to the terms of this policy.

e) Upon making the adjustment and acceptance of the liability, THE COMPANY shall pay to the insured the amount of the damages.



f) Unless THE COMPANY has not commenced the adjustment within the period of 72 hours as provided in paragraph b) of this clause **THE COMPANY shall not be liable for the damages suffered or caused by the vehicle if repairs to such were initiated without the previous written consent of THE COMPANY, as such would prevent THE COMPANY from knowing the extent of the loss and the facts and circumstances which caused or influenced the occurrence.**

g) In the event of the theft or any other criminal act, which may give rise to coverage under the provisions of this policy, the insured shall immediately advise proper Mexican authorities and shall cooperate with THE COMPANY in order to recover the vehicle or the amount of damages suffered. THE COMPANY shall be liable or shall reject liability within 30 days following the date on which all necessary documentation regarding such event has been received.

h) If requested, the insured shall provide to THE COMPANY a power of attorney in favor of THE COMPANY or its appointee, who on behalf of the insured, shall conduct all proceedings for the settlement of any claim or shall conduct for THE COMPANY or for the insured any action on any claim against a third party. THE COMPANY shall have the right to conduct the proceedings and to make any settlement of any claim, with or without the consent of the insured, and the insured shall furnish all necessary information or assistance.

i) Any assistance rendered to the insured or to third parties by THE COMPANY or by its representatives shall not be construed as an acceptance of liability by THE COMPANY.

## CLAUSE 5. LIMIT OF LIABILITY UNDER SECTIONS 1 AND 2

The liability of THE COMPANY under Sections 1 and 2 of this policy shall not exceed the actual amount of the damage caused on the date of the occurrence to the components of the Insured Vehicle including the reasonable cost of repair

thereof. Under no circumstances shall be liability exceeding the insured amount as provided on the face of this policy, considering the dispositions in clause 10.

In the event of total loss or total theft of the Insured Vehicle, the Company shall have the option of:

- i) Replace the Insured Vehicle with one of similar characteristics to the satisfaction of the Insured
- ii) Effecting a cash settlement for the actual cash value of the vehicle, the actual cash value will be determined according to the average value resulting from considering the value of the Clean Trade-In and the value of the Clean Retail of the NADA guide prevailing at the date of the loss.  
In no case may the value of the indemnity exceed the limit of the insured amount described in policy face.

Upon payment as provided, the Company shall have no other obligation, the insurance shall be automatically terminated, and the insured shall surrender the policy to the Company.

For being a first risk insurance does not apply proportionality.

In the event the vehicle suffers damages, the repair of which requires replacement of parts not readily available in the market, the obligation of THE COMPANY at the time of indemnifying the insured in cash, as stated in item e) of the fourth clause of the policy, shall be to pay to the insured the reasonable current list price of such parts as published by automobile dealerships, plus reasonable labor costs for the installation of such parts, as mutually agreed upon by THE COMPANY and the insured, or lacking such an agreement, to be determined by a recognized specialist.

## CLAUSE 6. LOSS OF RIGHT TO COVERAGE

**Without prejudice to each, and every other exclusion as stated herein, if a claim presented by the insured is determined by THE COMPANY to be erroneous, fraudulent,**



**deceptive, in bad faith or intended to make THE COMPANY make payment in error or under pretense, the insured shall lose all rights to coverage under all specifications of this policy.**

## CLAUSE 7. OBLIGATION TO NOTIFY THE COMPANY OF THE EXISTENCE OF OTHER INSURANCE

The insured has the obligation to immediately notify THE COMPANY in writing, the existence of other insurance contracted with any other Company on the insurer, the name of the insurer, the policy number and the amount of such insurance.

In the event of the existence of one or more insurance policies covering the same loss, each Company shall pay that proportion of the loss that its limit of liability bears to the total of all applicable policy limits

## CLAUSE 8. SUBROGATION

In the event of any payment under this policy, THE COMPANY shall be subrogated to the insured's rights of recovery therefore against any parties responsible for the loss. If THE COMPANY so requires, the insured shall confirm such subrogation in writing. **If subrogation is hindered due to any act or omission on the part of the insured, THE COMPANY shall have no obligations hereunder.**

If damage suffered by the insured was only partially indemnified by THE COMPANY, the insured and THE COMPANY agree to exercise their rights against any parties responsible for such damage in the corresponding proportions.

## CLAUSE 9. SALVAGE

**It is expressly agreed that in the event THE COMPANY pays the total insured amount of the vehicle any salvage or recovery of the vehicle shall be property of THE COMPANY, and the insured shall transfer ownership of the Insured Vehicle to THE COMPANY by execution and transfer of the necessary documents of title and registration.**



## CLAUSE 10. REDUCTION AND REINSTATEMENT OF INSURED AMOUNT

All payments by THE COMPANY shall reduce the insured amount by the same sum. Said insurance may be reinstated at the discretion of THE COMPANY upon the request of the insured and by payment of the additional premium. Such reductions and reinstatements shall be applicable to each section of the policy so affected.

## CLAUSE 11. PREMIUM PAYMENT

The premium is due and payable upon the issuance of the policy and shall be paid against a premium receipt issued by THE COMPANY or a verifying seal. The minimum premium for the issuance of this policy shall be fifteen dollars (\$15.00) U.S. currency.

## CLAUSE 12. PRIOR TERMINATION OF THE CONTRACT

Notwithstanding the term of this policy as specified on its face, the parties agree that only THE COMPANY may terminate it before the expiration date in which case THE COMPANY shall refund the unearned premium, retaining a minimum net premium equivalent to 30 days of the daily premium

## CLAUSE 13. JURISDICTION

In the event of dispute between THE COMPANY and the insured, the complaining party shall appear before the "Comision Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros" (CONDUSEF) at its main office located in Ave. Insurgentes Sur 762, Col. Del Valle, México City on the phones 55-53-40-09-99 or -800-999-80-80, at the web page [www.condusef.gob.mx](http://www.condusef.gob.mx), at the nearest Condusef's branch or at the Company's "Unidad Especializada de Atención a Usuarios (UNE)" phone number 800 667 3144, e-mail [une@hdi.com.mx](mailto:une@hdi.com.mx); whom shall respond the user's query or complaint in the terms of articles 50 bis and 68 of the "Ley de Protección y Defensa al Usuario de Servicios Financieros".

It is the prerogative of the complaining party to appeal to the administrative bodies referred to in this clause or directly before the corresponding judge.



## CLAUSE 14. STATUTE OF LIMITATIONS

All actions derived from the insurance contract will prescribe in two years from the date of the occurrence giving rise thereto pursuant to the terms of article 81 of the insurance contract law, except for the case stipulated in article 82 of the same law.

The statute of limitations shall be interrupted not only by ordinary cause, but also by the appointment of an expert or through the commencement of the process set forth in article 277 of the "Ley de Instituciones de Seguros y Fianzas."

## CLAUSE 15. RECOGNITION OF DATE EXCLUSION

**In no case will THE COMPANY be responsible for losses, material damage or expenses caused by malfunctions, failure, errors or deficiencies of any device, appliance, mechanism, equipment, installation or system, being such property or not of the insured or being such under his control simple possession as a consequence of the inability of its physical or logic components to correctly recognize or use any date intended to be represented from September the 9th 1999 and subsequent dates, including the ones under the year 2000 of the Gregorian Calendar.**

For the effect of the present clause, it is defined as logic components, operating systems and platforms, programs, databases, code lines, applications, and all of the elements of electronic computing also called "software", and for physical components, electronic, electromechanical devices such as processors, microprocessors, circuit boards, diskettes, discs, reading units, printers, players, switch boxes, control equipment, and all items known under the generic denomination of "hardware".

In addition to the clause 3 of this contract, it is excluded any reimbursement of any loss or expense generated by changes or modifications made or tried on the physical or logic components already defined of the vehicle mentioned on the policy because of the arrival of the dates already referred on the first paragraph of the present clause.

Any stipulation of the policy regarding THE COMPANY'S obligation to investigate, attend or defend claims will not be applicable to risks excluded under this clause.

### CLAUSE 16. THE RIGHT TO BE INFORMED

During the policy's term, the insured can request THE COMPANY in writing, to inform him/her the percentage of the commission paid to the broker or business entity, due to their intervention in the execution of the insurance contract. THE COMPANY will provide such information in writing or by electronic means, in no more than ten working days after the reception of such request.

### CLAUSE 17. LANGUAGE

The English text of the General Conditions of the policy is a courtesy translation. The Spanish text contains the official conditions of this contract, and in the event of any conflict, the Spanish text shall prevail.



**Tourist Auto**  
Legal & Road Assistance

**Tourist Auto**

**LEGAL AND ROAD ASSISTANCE**

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## I. GLOSSARY

For effects of this document, and for a better understanding of the services offered in it by the Company, the following definitions are established:

### 1. Lawyer

A person appointed by The Company, who practices law with the necessary experience to provide the services offered in this document, for the legal defense of the Client.

### 2. Accident

Any event that causes physical harm to the Client or damage to an authorized vehicle, solely or directly brought about by a violent unexpected and evident external cause, occurring during the term of this document.

### 3. Occupants

All occupants of the authorized vehicle as long as they are inside the vehicle at the time of the accident or injury. The number of occupants covered by this contract will be determined based on the technical specification of the manufacturer of the vehicle, with a maximum of seven occupants.

### 4. The Client or Insured

Is the person who drives the vehicle with an effective policy issued by THE COMPANY, or the first policyholder or the owner of the Authorized Vehicle.

### 5. Relevant Authorities

Authorities that are recognized under the Mexican law to determine any legal matter in particular

### 6. Breakdown

A mechanical failure, all types of damage, breakage or deterioration that hinders the independent movement of the authorized vehicle occurring during the term of this document and that is not the result of a road accident.

### 7. Intransitable Road

Place that is difficult or impossible to drive because it is in poor condition



## 8. The Company

HDI Seguros, S.A. de C.V.

## 9. Maneuvers

Movements executed by the towing companies on the authorized vehicle as a result of a road accident or breakdown.

## 10. Mexico or Mexican Republic

Refer to the United States of Mexico.

## 11. Representation

Steps taken by THE COMPANY in the presence of the relevant authorities, in the name and favor of the client, for the continuance of a matter. This must not be interpreted as a substitution of the user in their rights and obligations.

## 12. Regular or permanent residence

The place of permanent residence indicated by the Client to THE COMPANY as such

## 13. Services

Each and all the assistance benefits, legal support, coordination, representation, mediation, expressed in this document, all of which are the object of it.

## 14. Road Accident

Event produced by the normal transit of vehicles, which due to their situation derive from a legal nature and where there is fault and affect one or several services of this coverage.

## 15. UMA's

Base unit that is used to determine the amount of payment of obligations and penalties that are established in the Mexican federal laws.

## 16. Authorized or Insured Vehicle

The automotive unit protected by the services and coverage rendered by THE COMPANY and expressed in this document

## II. SERVICE PROCEDURES AND INSURED'S OBLIGATIONS

The Insured agrees to:

### a) Request for Assistance.

In case of any event requiring the services mentioned in this document and before initiating any action, the Client must call the Company's

telephone numbers **(477) 740 28 18, 800 667 3144 or 800 019 6000**, and provide the following information

- Place where he / she is located and phone number where The Company can contact the Client or his / her representative, as well as all the data that the assistance manager asks in order to locate him / her.
- Name, Residence and Policy number of the Insured Vehicle.
- Describe the event and the assistance needed.

The specialized team of The Company must have full access to the vehicle, to the Occupants and if necessary their clinical histories to know the situation to attend

**b) Towing without prior notice to The Company.**

In case of absolute and proven urgency or impossibility of the Client for notify and request the services, The Company will reimburse the Client the expenses that he / she would have disbursed, **but as long as the Client made the notification within the 24 hours after the impossibility has ceased.**

**c) Road Accident**

In the event of a road accident or eventuality whereby, the Client requests any of the Services mentioned in this document, he / she should proceed as follows:

- a) Take all the necessary steps or measures to prevent accidents, damages or dangerous situations or to reduce further damages. When there is no danger in the delay will call to the Company to request instructions and proceed as indicated.
- b) Inform the Company about any event requiring the services offered in this document as soon as possible, not exceeding a period of 24 hours after the event occurred, except when the Client is prevented from doing so by reasons beyond his / her control.
- c) Provide the necessary information for locating any third person involved and

cooperate in subsequent process, presenting him / herself to the relevant authorities, providing if necessary, powers to the Company lawyers

- d) Abstain from negotiating agreements or expenses without previously consulting the Company
- e) Promptly notify the Company lawyers and relevant authorities of any change in residence or domicile or any legal notification.
- f) Present to the relevant authorities as many times as required

**d) Moderation**

The Client is obliged to try to moderate and limit the effects of the assistance situations.

For the Client can receive the reimbursement of the expenses incurred and authorized by The Company, must submit the corresponding invoices in behalf of GRUPO AUSA, SA DE CV, RFC GAU-921015-G81, with address in: Tonalá 136, Col. Roma, Delegación Cuauhtémoc, CP 06700 in Mexico City

**III. TERRITORIAL LIMIT OF THE ASSISTANCE SERVICES**

*The Company* offers the services mentioned in this document, 24 hours a day, 365 days a year, and will be provided in case of a road accident or other events mentioned in this document, only within the Mexican Republic

**IV. RESPONSIBILITIES OF THE COMPANY**

*The Company* will assist the Client or the Occupants on filing the legal procedures that may apply

**V. SUBROGATION**

*The Company* shall be subrogated to the Client's rights of recovery up to the limit of the expenses incurred and the amounts paid to the Client, in the corresponding rights and actions of the Client against any parties which has given rise to the provision of Assistance Services.



## LEGAL ASSISTANCE

### I. Legal Defense

Through this service, *The Company* will provide the Client, by previous request, with the professional assistance of lawyers appointed by the Company to defend and represent him / her in the presence of the relevant authorities as a consequence of a road accident while traveling in the authorized vehicle, from the moment the he / she is detained or subject to the authorities or public prosecutor to the conclusion of the legal process. The Company is responsible to cover the expenses derived from the legal process to defend the Client. This service is available 24 hours a day, 365 days a year.

In the event that due to distance and / or that the local attorney is unavailable, the Client will have the authority, with previous notification to the Company, to hire the services of an independent attorney for his / her defense up to a limit equivalent to sixty (60) UMAs.

Derived from this service The Company is obliged to:

1. To get the Client released according to law
2. To carry on the formalities needed to release the Authorized Vehicle
3. To guarantee, by means of a bond, the reparations of the claimed damages as well as other pecuniary penalties, derived from the offense.

All the legal procedures and formalities will be held in the presence of a judge and / or public prosecutor. The responsibility of the Company will begin when the Client provides the Company with the complete documentation that the authority requires to initiate, to continue or to end any legal procedure, including Client freedom or authorized vehicle release.

### II. Bail Bond or guarantee deposit

*The Company* will cover the amount of the bail bond or guarantee, up to the limit of liability (Combined Single Limit) contracted by the Client, to obtain the benefits specified in points 1, 2 and 3 of previous section, with automatic reinstatement in the authorized vehicle



insurance policy.

To grant this coverage it is necessary that the Client accept as his / her Lawyer the one designated by the Company.

**If, at the moment of the accident, the authorized vehicle insurance policy contracted by the Client, does not include or does not apply due to some exclusion, coverage for Civil Liability for Damage to Third Parties and / or to the freight, and / or to the Occupants, the Client is then responsible to warrant payment for the reparations of the claimed damages as well as any pecuniary penalties derived from the offense.**

**In case the Client incurs some cause of exclusion agreed in this document or in his / her insurance policy, that motivates that The Company rejects the accident when The Company has granted any type of guarantee (bail or deposit), the Client agrees to pay it or to replace it immediately.**

### III. Legal Assistance in case of assault

The Company will provide the Client legal assistance within the Mexican Republic, 24 hours a day, 365 days a year, in the event that the Client is robbed with physical or psychological violence.

The Company is responsible to pay without restrictions, for the fees and expenses that derived from the legal procedures.

### IV. Legal Assistance in case of cancellation of the temporary importation permit of the Insured Vehicle

In the event that the Insured must cancel the temporary importation permit of the Authorized Vehicle, due to total theft or total loss by Accident of the Authorized Vehicle, The Company will assist the Client in the formalities and procedures for make such cancellation before the relevant authorities

**This service shall be provided only to the Authorized Vehicle, i.e., it would not apply in**

case the Client wishes to enter a new vehicle and must cancel the previous

## ROAD ASSISTANCE

## TOURIST ASSISTANCE

### I. Vehicle Call Center

Through its Call Center The Company will provide the Client with the following information: location and charge of tollbooths on the main highways of Mexico, gas stations, highways in Mexico and the best or shortest routes between two cities. Telephone numbers and addresses of vehicle pounds and Police Stations within the Mexican Republic.

### II. Embassies and consulates

At the request of the Insured The Company will assist the Insured to get in touch with the Embassy or Consulate of their native country

### III. Tourist call center

Through its Call Center The Company will provide the Client, the following tourist information:

- Formalities, Visas and Documents
- Exchange rate
- Weather
- Local customs
- Main holidays
- Sports facilities and local sports competitions
- Ticket-selling agencies
- Children attractions
- Shopping centers
- Shows and exhibitions
- Museums and art galleries
- Festivals and special events
- Music
- Hotels and restaurants
- Night life
- Useful tips



## IV. Urgent communications services

In case of an emergency, the Company will keep the relatives, family, doctor or business office, informed about the Client's condition. The Company will pay the cost of such communications.

**In no case the Company will be liable for the contents or truthfulness of the transmitted information.**

## VEHICLE ASSISTANCE

### I. Towing service due to breakdown, collision or flood.

In the event of *Breakdown or flood of the Authorized Vehicle* and it is immobilized, cannot continue moving on its own, or cannot be repaired at the place of the Breakdown, and upon request of the Client, The Company will be in charge of coordinating and paying for a towing service up to a maximum amount of \$ 1,000.00 USD per trip and vehicle to the closest place for repair.

In the event of collision of the Authorized Vehicle, **if it is totally necessary**, the Company will be in charge of coordinating and paying for a towing service up to up to a maximum limit of \$ 500.00 USD per trip to the place indicated by the Insured, without limit of events.

In case the Insured decides to move the Authorized Vehicle to the United States of America for its repair, the Company will be in charge for a towing service up to the maximum amount of \$ 500.00 USD per trip, **in case there is any surplus in the amount, the Insured would pay the difference.**

The obligation of the Company is limited to the payment of the transportation of the *Authorized Vehicle*; **does not cover expenses for maneuvers, tolls, etc.**

If the policy also covers trailers and / or semi-trailers they may also be towed by crane to the limit of \$ 500.00 USD per trip and trailer, without limit of events.

In every case of towing of the *Authorized Vehicle*, it is necessary that either the Client or someone representing him / her go with the tow-truck during the transportation.

### II. Road Aid

- a) If the Authorized Vehicle runs out of gas, the Company will provide enough gasoline to reach the nearest gas station. The Company will pay for the gasoline **up to a limit amount of 10 liters (2.6 US gallons).**
- b) If the Authorized Vehicle battery dies, The



- c) If the Authorized Vehicle tire goes flat, the Company will be responsible of getting the tire changed or taking the flat tire to the nearest place for repair. **In case of tire replacement, the replacement will be paid by the Insured.**
- d) *In the case the Client loses the car keys, or leaves the keys inside the Authorized Vehicle, The Company will responsible for sending to the place where the Client is located, a locksmith as well as for paying the locksmith transportation and fee.*

*These Services are limited to a maximum of three events. In all cases the Client must be present during the service provision.*

### III. Authorized dealer's references

To the Client's request, the Company will provide updated information of service stations and auto spares stores, the closest to where the Client is located.

### IV. Sending spare parts

Only in the event that the Authorized Vehicle breaks down, The Company will be responsible for sending the spare parts that are available in the Mexican market when these spare parts are requested by the Insured and are necessary for the authorized vehicle repair and not available in the location where the event took place. **The Client will pay for the spare parts.**

### V. Transportation of the driver and the occupants due to the Authorized Vehicle Breakdown

In the case the Authorized Vehicle breaks down within the Mexican Republic and has to be taken to a nearby garage for repair, the Company will organize and be responsible for ground transportation of the Client and his / her traveling companions **(a maximum of 7 people besides the Client and according to the technical specifications of the manufacturer), to the place where the Authorized Vehicle will be repaired.**



## VI. Driver Service

In the event that the Client suffers an illness or an accident that prevents him / her from driving the Authorized Vehicle, and any of the occupants is able to do so, The Company will send and pay a driver to take the vehicle back to the Client's residence or domicile, or to the location where the trip was heading.

## VII. Transportation in case of Authorized Vehicle Breakdown, Collision, Theft or Flood

In case the repair of the Authorized Vehicle takes more than 24 hours for breakdown and 48 hours for collision, and the authorized vehicle can't be driven as a consequence of the breakdown or collision, or in the case the Authorized vehicle is stolen and reported to the *Authorities*, **and is not recovered within the next 48 hours**, *The Company* will pay for an economic class rental car for a maximum of 5 (five) days or the transportation on a commercial flight in tourist class for the Client and the occupants, either to the next location to where the trip was heading or to the Client's residence or domicile, whatever option suits the Client best. **Limited to the number of passengers based on the technical specification of the manufacturer, with a maximum of 7 people.**

The car rental can be contracted in the Mexican Republic, in the United States of America or Canada, which must be done within 21 natural days after the claim. In case that the car rental starts in the Mexican Republic, this may also be extended to the United States of America or Canada, **as long as, the car rental in the United States of America or Canada is consecutive to the car rental in Mexican Republic, within a period not exceeding 48 hours after the end of the rental of the car in the Mexican Republic and up to the limit of 5 (five) consecutive calendar days, less the number of rental days previously contracted in the Mexican Republic.** The maximum amount to cover for car rental in the United States of America or Canada will be \$ 50.00 USD per day. The rental car in the United States of America or Canada will operate only under



reimbursement.

In all cases, an invoice must be submitted on behalf of Grupo AUSA, SA de CV. RFC GAU-921015-G81, regardless of the origin of the company that issue (Mexican Republic, United States of America or Canada), domiciled in: Tonalá 136, Col. Roma, Delegación Cuauhtémoc, CP 06700 in Mexico City; as well as the documentation that accredits the Breakdown, Loss, Theft or Flood of the Authorized Vehicle.

In the event that the Company indemnifies the Insured for the total loss of the Authorized Vehicle or the repair is done before the maximum period by which the Company granted the rental car, the Insured agrees to return the rental car at the time of receiving compensation or repaired vehicle

In order for the Company to grant the use of the rental car, the Insured must comply with the requirements that in their case require the rental company.

The return of the rental car must be made by the Client in the facilities of the rental company within the same country and city in which it was contracted.

**In case of extra cost for delivery in a different location, this must be covered by the Client.**

## VIII. Hotel Accommodations in case of Authorized Vehicle Breakdown, Collision, Theft or Flood

In case the repair of the authorized vehicle takes more than 24 hours for Breakdown and 48 hours for collision or flooding, and the authorized vehicle can't be driven as a consequence of the breakdown, collision or flood, or in the case the authorized vehicle is stolen and reported to the *Authorities*, and it is not recovered within the next 48 hours, the Company will pay up to a **maximum amount of 5 (five) nights hotel stay not to exceed a total of \$ 500.00 USD per event.**

## RISKS NOT COVERED BY THE ASSISTANCE SERVICES

No services will be rendered by The Company in the following situations:

1. When the event, accident or injury, results from a deliberate act committed by the Client.
2. When the Client does not have or show the vehicle insurance policy.
3. All cases not covered by the vehicle insurance policy contracted by the Client.
4. When the Insured fails to meet any of the obligations, requirements or responsibilities mentioned in this document.
5. The situations of assistance occurred during trips made by the Insured against the medical instructions or prescription of his/her doctor.
6. The Company will not reimburse the Client any expenses that were not previously authorized by the Company.
7. Strikes, war, invasion, acts of foreign enemies, hostilities, rebellion, civil war, insurrection, terrorism, revolts, demonstrations, popular movements are not covered
8. Participation of the Client and/or the authorized vehicle in criminal acts
9. The participation of the Client in fights, except in the case of self-defense
10. Accidents of all kinds, injuries or illnesses resulting from the Client and / or the Authorized Vehicle participation in any kind of races, competitions or exhibitions.
11. Radiation from transmutation or nuclear disintegration, from radioactivity or from any type of accident caused by nuclear fuels.
12. Vehicles with any kind of modifications different from the original conditions set by the manufacturer, when they have a direct influence in the accident or breakdown
13. Intentional shocks and Participation of the Client and/or the authorized vehicle in criminal acts
14. Maintenance works, car inspections, major repairs and the repair or assembly of parts previously disassembled by the Insured or by a third party
15. The authorized vehicle is not to be towed

when loaded or occupied by injured people, nor will it be pulled out if stuck in potholes or ravines; neither will any kind of maneuver be made.

16. When the authorized vehicle has been illegally introduced to Mexico
17. Company will not be responsible for any damages caused by the electrical system or as a result of the breakdown of the Authorized Vehicle.
18. When the Client fails to give on time truthful and substantial or key information relevant to the situation preventing The Company from properly rendering the service
19. When the Client left or ran away from the scene of the accident
20. Direct violations to driving permits or licenses.
21. The Company will not be responsible for damages, partial or total theft suffered by the Client or the Occupants, on his person or on his property, during the time that claims, complaints or demands take in the terms of this document.
22. In the cases in which the Law expressly stipulates it.



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## Additional Benefits of Road Assistance

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## I. Tickets for local services

To the Client request, the Company will make arrangements for the acquisition of tickets for local shows, provided if they are available where the Client is located.

**The Client will pay for the tickets.**The Company will also assist the Client in planning vacation trips within Mexico.

## II. US STATE TRAVEL ADVISORY DEPARTMENT INFORMATION.

To the Client's request the Company will provide the Client with relevant information from the US STATE TRAVEL ADVISORY DEPARTMENT about traveling alerts, public announcements and consular information.

## III. Documents loss

In the case of theft or loss of essential documents to continue the trip, such as: passport, visa, plane tickets, and alike, the Company will provide the Client with the information relevant to the procedures and formalities at the local authorities or consulates to report the loss or theft and get a replacement.

## IV. Luggage loss

In the case of theft or loss of the Client's luggage the Company through its Call Center will assist the Client in reporting the loss / theft to the authorities and will help to carry on the procedures to get it back and send it to where the Client is located or to the Client's place of



permanent residence.

## V. Transfer of funds

In the case the Client contracts an illness or is injured in an accident, the Company will transfer funds up to a maximum amount of \$ 2,000.00 US dollars, **after a deposit is done in the Company deposit must be made by the person(s) who the Client designates.**

## VI. Travel agencies

To the Client's request, the Company will coordinate the reservations to secure accommodations on flights and / or hotels within the Mexican Republic. **The Client will pay travel expenses.**

## MEDICAL ASSISTANCE

In the event that the Client suffers an illness or an accident, the Client should ask the Company for the following services and if the Company medical team in contact with the doctor assisting the Client, determine the Client requires hospitalization; if it is thus, The Company will be responsible for organizing and covering the expenses of the following services:

### 1. Land medical transportation

Terrestrial transportation in an ambulance to a hospital, under medical care. The Company will choose the nearest hospital that best suits the event.

### 2. Air medical transportation

Air ambulance in case of illness or injuries presented by the insured, if

the Company medical team along with the doctor assisting the Client determines that the event requires to transfer the insured to the most appropriate and closest hospital by air transportation.

### 3. International air medical transportation.

International air ambulance in the event the Client suffers an illness or injuries, and the medical team of the Company along with the doctor assisting the Client determines that the Client cannot be treated in any of the hospitals in Mexico, The Client could be transferred to the requested hospital in the United States of America or Canada.

Exclusion: The fact that the Client had traveled against his doctor's recommendations or had suffered symptoms of the illness for which he is requesting this service, within at least a six-month period prior to the request.

## I. Medical References

The Company will provide the following information to the Client, available 24 hours a day, 365 days a year in the Mexican Republic:

- Doctors, names, specialties, telephone numbers and addresses.
- Hospitals, clinics, drugstores and test laboratories, names, telephone numbers and addresses.
- Recommendation and advice about these references.
- Coordination of urgent and programmed national and international medical services.



## II. Medical coordination

If the Client requires medical assistance the Company medical team will not be responsible for the diagnosis, but on the Client request the Company will help the Client get a diagnosis by:

- a) Sending a doctor to his hotel,
- b) Arranging an appointment with a doctor at the Client's office.
- c) Arranging an appointment with a doctor at a hospital.

**The Client will be responsible for the expenses derived from these medical services.**

The Company will provide this assistance in the main cities of the Mexican Republic. In small locations, with no medical services, will coordinate an appointment with a doctor in the nearest city that offers medical services.

**The Company will take no responsibility for any situation derived from the medical assistance provided by the doctors or the medical institutions.**

## III. Incidental expenses derived from convalescence

### a) Company of a relative in case of illness

In the event that the Client suffers an illness or an accident while traveling alone or with minors, THE COMPANY will arrange and pay for a round trip by the most suitable means of transport so that a close relative can travel from his residence to where the Client is to take care of him/her. THE COMPANY will cover the expenses for the relative accommodations up to \$60 USD a day, limited to five consecutive days.

### b) Payment for the occupants to continue the trip or to go back to their permanent residence

In the event that the Client suffers an illness or an accident while traveling accompanied, and needs to be hospitalized, THE COMPANY will arrange and pay for his/her traveling companions to go back to the Client's place of permanent residence or to the next location to where their trip was heading, **on the condition that the originally planned transportation means are no longer available.** If it is the case that the Client traveling companions are all minors, the Company will arrange for an adult to travel with them. **Limited to the number of Occupants based on the technical specification of the manufacturer and with a maximum of 7 people.**

### c) Stay by medical prescription

In the event that the Client suffers an illness or an accident while traveling alone or with minors, and THE COMPANY medical team along with the doctor attending the client determines that the client is not able to continue the trip after leaving the hospital, THE COMPANY will arrange and pay for the necessary expenses to extend the Client's stay in a hotel chosen by him. This coverage is limited to \$60 USD a day, for no more than 10 consecutive days.

### d) Transportation to the Client's permanent residence

If, after being treated for an illness or accident, THE COMPANY medical team along with the doctor attending the Client determines that the client is not able to go back to the Client's place of permanent residence using the originally planned transportation means, THE COMPANY will cover the necessary expenses and make all the arrangements needed to send the Client back to his residence location on a commercial flight.



## IV. Client decease

In the regrettable case the Client dies as a result of an illness or an accident, The Company will carry on all the required legal formalities and will be responsible to:

- a) Arrange and pay for a round trip by the most suitable means of transportation so that a close relative can travel from his residence to the decease location. **This service is valid only if the Client was traveling alone or with minors.**
- b) Arrange and pay for the transferal of the corpse or ashes to the burial location on the Client's place of permanent residence.
- c) Arrange and pay in response to the Client relatives or representatives request, for the burial on the location where the decease took place.

*The Company will*to a limit amount of 600 UMAs per event.

## V. Odontological emergency

In the case that during the trip The Client has acute dental symptoms requiring emergency treatment, the Company will make the necessary arrangements to get the Client medical attention from The Company dentist network, choosing the closest dentist office to Client the location. **The Client will pay for the dentist fee.**

## VI. Glasses or contact lenses replacement

If the Client breaks or loses his glasses or contact lenses, THE COMPANY will make the necessary arrangements to get the Client an appointment with an optometrist to adjust a new prescription and replace them. **The Client will cover the expenses of the new glasses**

or contact lenses as well as the optometrist fee.

**For the cases established in Clauses I, II, III, IV, V, VI of Medical Assistance, the Insured will be understood as the owner of the policy; the owner of the Insured Vehicle; the driver and; the occupants of the Insured Vehicle (limited to the number of passengers based on the technical specification of the manufacturer, having a maximum of 7 people), who will be entitled to these Services.**

## SERVICE PROCEDURES AND INSURED'S OBLIGATIONS

**In addition to the obligations stipulated in the assistance services, the insured should proceed as follow:**

**In case of danger of death.**

In a situation of danger of death, the Client or his representative must act always as fast as possible to organize the transfer of the patient to the hospital closest to the place where the disease occurred, with the most immediate and appropriate means, or take the most appropriate measures; and as soon as it is possible the Client will contact the Company's Permanent Service Center for notify the situation.

### Medical Transfer

In cases of medical transfer, in order to facilitate a better intervention of the Company, the Client or their representatives must provide to the Company the following information:

- The name, address and telephone number of the hospital or medical center



where the Client is admitted.

- The name, address and telephone number of the doctor who usually treats the Insured

The Company or its representatives must have full access to the medical file and to the Client to assess the conditions in which the Client is;

**if the Client refuses the access, will lose the right to the Assistance Service of medical transfer.**

In each case, the medical supervision of The Company will decide when is the most appropriate time and the date most suitable date for the transfer.

## RISKS NOT COVERED BY THESE ADDITIONAL BENEFITS

**In addition to the risks not covered by the assistance services, the company will not provide any of the Services in the cases mentioned below:**

1. Self-inflicted injuries
2. Injuries or death due to the practice of sports as a professional
3. Accidents of all kinds, injuries or illnesses resulting from the Client and / or the Authorized Vehicle participation in any kind of races, competitions or exhibitions.
4. Any preexisting diseases, (understood by these, that were originated before the effectiveness of this Policy, are apparent to the sight and for which expenses have been disbursed before the policy starts).

**Convalescence will be considered as part of the disease.**

5. Psychiatric, psychological or mental derangement illnesses.
6. Pregnancy, cesarean birth and prenatal.
7. Eye exams in order to diagnose or correct any graduation, as well as surgical procedures such as radial keratomies or other types of surgeries in order to modify refractory errors, eyeglass expense, contact lenses, etc
8. Transplants of organs or members of any kind.
9. Pathological effects resulting from consumption, in any form of toxic substances, drugs or pharmaceutical products, whether legal taken in excess (except for medical prescription), or illegal.
10. Suicide or illnesses and injuries resulting from attempted suicide.
11. Prostheses in general, crutches, wheelchairs and orthopedic devices
12. Dental treatments that are not acute problems, cosmetic procedures, etc
13. Medical transportation service will not be provided for pregnant women during the last 90 days prior to the date of the childbirth.
14. Accidents of all kinds, injuries or illnesses resulting from professional sports activities or official competitions.
15. In case of Motorcycles, Medical Assistance is excluded for the driver and occupants.







Report an accident:

Mexico Direct Line  
**477 740 28 18**

Toll free from U.S. phone  
**1 888 212 7642**



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