

ACE PLATINUM ASSIST

TERMS & CONDITIONS

DECLARATIONS:

1. Insured declares to have a valid policy in force at the time services are needed and assistance coverage must be shown as covered on the declarations page of the policy.
2. "Insured" is defined as the person(s) shown on the Declarations Page of the Policy and/or the person driving the insured vehicle with the permission of the insured.
3. "Occupants" is defined as the person(s) accompanying the insured in the insured vehicle.
4. In order to present a claim that the company is obligated to indemnify under the terms of this policy, the accident/emergency must take place within the Republic of Mexico during the term of the policy except the request of Travel Information.
5. Risks covered by this policy are limited to only those risks that are described in the Description of Coverage section. No other risks are covered.
6. "Company" is defined as IKE Asistencia which is third-party contracted by the Company to provide the services outlined in this document.
7. The English text of this 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.
8. ALL CLAIMS MUST BE REPORTED BEFORE YOU LEAVE THE REPUBLIC OF MEXICO. ANY CLAIM NOT REPORTED WILL BE SUBJECT TO DENIAL. PLEASE CALL 01-800-ACE-TOUR TO REPORT YOUR CLAIM BEFORE YOU LEAVE THE REPUBLIC OF MEXICO.
9. The foregoing points 1 through 8 above are considered to form part of the text of this policy.

SECTION 1.0 - LEGAL ASSISTANCE

LEGAL ASSISTANCE IN CASE OF ROBBERY, ASSAULT OR VIOLATION:

In case the insured suffers an Assault, Robbery or Violation, the Company will assess and assist the insured in processing all petitions which must be reported to the corresponding authorities and any other procedures which are needed according to the place where the event takes place.

LEGAL ASSISTANCE IN CASE OF PROPERTY DAMAGE OR BODILY INJURY AGAINST THIRD PARTIES:

In case of detention or prohibition of liberty of the insured derived from third-party damages and/or in case of bodily injury against third parties, the Company will negotiate accordingly, where applicable, the freedom of the insured, before Administrative and/or Judicial Authorities.

LEGAL ASSISTANCE IN CASE OF DEATH:

In case of death of the insured because of violence, the Company will process all formalities and paperwork necessary for the integrity of the investigation, liberation of the body, delivery to the family and seek solution before the Public Authorities.

ASSISTANCE AND DEFENSE FOR CAR ACCIDENTS:

The Company will provide protection, assessment and defense to the insured in case he/she is involved in a car accident which results in legal responsibility for injuries, death, damages to third party property or damage to public/ government property.

The Company will guarantee the presence of a lawyer for the defense and assessment of the insured, from the place of the accident through the time of sentencing of the insured, in any judicial process for lawful responsibility due to a covered car accident.

In case of total theft of the vehicle property of the insured because of a transit accident, the Company will handle the paperwork necessary for the recovery before the authorities, in the company of the insured.

The Company will pay all costs derived from defending the driver of the insured vehicle, as long as it is the insured, also the defense costs or the protection necessary in cases referred by this clause and only in relation to penal responsibility.

In case of a transit violation and the authorities require some guarantee in exchange for freedom of the insured, such activities will be coordinated without limit by the Company, whether it be by cash or bail bond. The limit of the bail bond is established in your insurance policy.

LEGAL ASSISTANCE IN CASE OF ACCIDENTS:

If the insured suffers an accident with bodily injury, the Company will process in company of the insured or his legal representative, all reports with the respective authorities, (Public Ministry, Highway Patrol, and any others to whom it should be reported according to the place where this may happen) and will obtain a prompt resolution and release of the case from the authorities.

SECTION 2.0 - MEDICAL ASSISTANCE

By medical assistance it is understood that the medical team authorized by the Company is to be in the place of the accident or illness, the assistance includes medical transportation to the nearest hospital and in case of it being necessary the ambulance will be by land or air.

A. MEDICAL REFERENCES IN THE ENTIRE MEXICAN REPUBLIC 24 HOURS A DAY:

The medical team of the Company **WILL NOT** provide any diagnosis, if and when the insured does require it, the Company will help him/her to obtain a diagnosis, whether it is by:

- a) medical visit at the patient's location.
- b) medical visit at a medical center.

The expenses and costs that originate will run at the insured's expense, which will have to be paid to the doctor or medical center.

The Company will provide this service in the cities of the Mexican Republic where possible. In other places the Company will do whatever possible to try and help the insured to contact a doctor or hospital, quickly and try to obtain the best conditions in terms of price and attention for the insured.

The Company **WILL NOT** be responsible regarding the bad attention or mistreatment on behalf of the medical staff or medical institutions referred to in point a) and b) above.

B. LAND AMBULANCE TRANSPORTATION:

In case the insured or occupants (four persons in total) suffer grave illness or accident which provokes injuries or traumas such that the medical team of the Company in contact with the treating doctor, recommend his/her hospitalization, the Company will organize and cover the cost of the ambulance transportation of the insured and the occupants, without limit, to the nearest medical center from the accident scene whether in the US or the Republic of Mexican Republic which results appropriate for the treatment of the insured. If necessary and for medical reasons, such service will be done under medical supervision.

C. AIR AMBULANCE DUE TO EMERGENCY:

In case the insured or occupants subject to a maximum limit of four (4) persons suffers an illness or grave accident and as long as it is absolutely necessary, the Company will provide an air ambulance for transportation of the insured to the nearest hospital at which the medical attention and services required can be obtained, the Company will proportion such transportation under medical supervision to the nearest hospital whether in the Mexican Republic or the United States of America.

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If the insured for personal preferences decides to be transported by air ambulance to his/her place of origin or to a city in the United States of America or Canada, independently from his health status, the Company will obtain the transportation but the cost of such transportation will be covered by the insured.

D. TRANSPORTATION OR REPATRIATION IN CASE OF DEATH:

In case of death of the insured or occupants of the insured vehicle, the Company will comply with the necessary process (including any legal paperwork), organize and cover the repatriation or transportation of the body or cremation and transportation the ashes to the permanent residence of the insured as long as the residence is within the United States of America or Canada. Coverage is provided for the insured and occupants subject to a maximum limit of four (4) persons.

E. TRANSPORTATION OR REPATRIATION IN CASE OF SERIOUS INJURY:

In case of a serious injury of the insured(s) and/or occupants and hospitalization is required for an extended stay of more than 10 days, the company will cover the insured and occupants subject to a four person maximum limit:

1. One way coach class ticket by land or air for trip continuation to the intended trip destination as long as the price of the ticket does not exceed the cost of ticket to the place of permanent residence of the insured/occupants as long as it is in the Republic of Mexico, United States of America or Canada.
2. One way coach class ticket to the permanent place of residence in the Mexican Republic, USA, or Canada.
3. The company may arrange special transportation if prescribed by the treating physician and medical team of the Company and only if the injured parties cannot travel via a commercial airline.

F. TRIP CONTINUATION FOR OCCUPANTS IN CASE OF EXTENDED ILLNESS

If the insured and or driver is hospitalized for more than ten (10) days, due to a car accident or illness, or in case of death, the company will provide for the transportation of the companions to return to their place of permanent residence as long as it is within the Republic of Mexico, USA or Canada, by means of transportation available whether it by land or air and if the trip cannot be continued as planned without the injured party. The company may also pay for travel to their original destination as long as the cost does not exceed the cost to return to the permanent place of residence. The company will only be responsible for coach class fares to any covered destination.

H. ROUND TRIP TICKET AND HOTEL STAY FOR A DESIGNEE:

In case of hospitalization of the insured because of grave illness or accident and the hospitalization will last more than 7 (seven) calendar days, and the insured is traveling alone, the Company will provide and cover the cost of one round trip ticket (coach class originating from the city of permanent residence of the insured) as long as such residence is found within the United States Of America or Canada, for a person designated by the insured, with intention to accompany the insured. In addition the Company will organize and cover the expenses for hotel stay for the person designated by the insured up to a maximum of \$1,000.00 (one thousand) Mexican pesos per day or its equivalent in American Dollars to the day of payment for 5 (five) calendar days.

In case of death of the insured, the Company will provide the same service as in the last paragraph but only for an immediate relative of the insured for effects of recovering the body and making the necessary arrangements.

SECTION 3.0 – ROADSIDE ASSISTANCE

A. BASIC ROADSIDE ASSISTANCE

The company will cover basic roadside assistance as follows for the vehicle insured under the policy:

1. Lockout Service – If insured locks the keys in the car accidentally, the company will send a locksmith to open the car. The cost of the parts to open the car or subsequently operate the car will be the responsibility of the insured
2. Emergency Fuel Service – If the insured runs out of fuel, the company will arrange fuel to be delivered to the insured and only the amount necessary to drive to the nearest fuel station. The cost of the fuel must be paid by the insured.
3. Flat Tire Service – The Company will arrange to have the flat tire replaced with the spare tire of the insured vehicle or have air put into the tire for trip continuation. In case the tire must be replaced, the insured must have a spare tire in good condition.
4. Jumpstart Service – The company will send a mechanic or technician to jump start the automobile. However, the company will not be responsible for damage to the auto or any electrical parts/ systems due to jump start.

Important: In all cases, the insured must be present when the service technician is working on the insured vehicle.

B. TOWING SERVICE AND PAYMENT OF THE SERVICE:

In case of car accident or mechanical break down which does not allow movement of the vehicle driven under the insureds responsibility, the Company will provide and cover the cost of the towing service to the nearest repair shop within the city or state of the Mexican Republic in which the event takes place. This service does not apply when dealing with a rented vehicle from a rental agency in Mexico, in this case the Company will only serve as an intermediary between the insured and the rental agency for the resolution of the problem.

In all cases the insured must be present during the towing of the vehicle.

The following vehicles are expressively excluded from the towing service: Vehicles with capacity of 3.5 tons or more, vehicles destined for public transportation or cargo, federal as well as local, taxis, minibuses, buses and rented vehicles. However, if the vehicle driven by the insured is more than 3.5 tons and such vehicle is for personal use and deemed as an RV, the weight exclusion does not apply. RVs will be towed to the nearest repair shop where repairs can be made. If insured would like to tow to another location other than the nearest shop, the maximum towing limit afforded under this coverage is \$200 US dollars.

C. PAYMENT OF RENTED VEHICLE DUE TO MECHANICAL FAILURE OF THE INSURED VEHICLE:

If the mechanic where the repairs are taking place deems that the repair to the insured vehicle will last more than 48 hours, the Company will provide coverage once the situation has been evaluated and the payment of a rented vehicle will be made subsequently. The insured may use the vehicle for a maximum period of 3 (three) days, with a maximum cost of \$700.00 (seven hundred Mexican Pesos) per day or its equivalent in American Dollars using the exchange rate at the time of payment, as long as the insured abides by the requirements of the rental agency for the rental of the vehicle.

SECTION 4.0 - OTHER COVERAGES

A. TRIP INTERRUPTION IN CASE OF THEFT, TOTAL LOSS OR EXTENDED REPAIR

If the insured vehicle is un-repairable due to a total loss, or repairs will take longer than 10 days or if the car has been verified as stolen, the company will arrange for the insured plus the occupants of the vehicle subject to a maximum of four (4) persons to return to their permanent residence by land or air in coach class. The company may arrange for the parties to continue their trip to the original destination as long as the cost does not exceed the cost of returning to their permanent residence.

B. CASH ADVANCE:

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In case of the insured suffering a robbery with physical or verbal violence and being left without cash, the assistance provider may provide the insured a cash advance previously authorized by the Insurer for a maximum of \$1,000 USD (one thousand US Dollars).

C. TOURIST INFORMATION:

Upon the insureds' request, ACE will provide information by phone related to :

- ✓ Schedules of museums in the Mexican republic
- ✓ Vaccine and visa requirements for other countries
- ✓ Weather check in the Mexican republic
- ✓ Sport events and shows in select Mexican cities
- ✓ Reservation of plane tickets, hotels and restaurants.

D. TRANSMISSION OF URGENT MESSAGES:

ACE, upon the insureds' request, and in case of an emergency will take and transmit urgent messages on behalf of the insured to the authorized party.

SECTION 5.0 – DUTIES OF THE INSURED/OCCUPANTS

1. The insured or occupants must call and report any need for assistance as soon as possible by using the toll free number on the declarations page of the policy.
2. The insured must cooperate with the company, must provide all necessary information, and fill out any necessary documents in order to provide the necessary service.
3. The insured must not make any arrangements or incurring any expenses without consulting the Company first and obtaining approval.
4. The insured must take reasonable measures to prevent damage or diminish its effects for any act that requires the services provided in this contract.
5. All claims must be reported immediately to the company before leaving the republic of Mexico.
6. Occupants of the automobile must have proof that they have accompanied the insured in the insured vehicle during the trip.

SECTION 6.0 – EXCLUSIONS

This policy does not provide assistance coverages for the following:

1. The insured cannot show proof of coverage or cannot show a valid ID
2. Insured or occupants cause intentional damage to self or property
3. Damages caused by the influence of drugs other than those prescribed by a doctor, alcohol or any psychological or psychiatric illness
4. Medical coverages are excluded if insured is traveling against the recommendation of a doctor.
5. If insured does not follow its obligations as stated in Section 4.0
6. Expenses that are incurred by the insured without the consent or approval of the company unless it is an emergency.
7. If the insured provides false testimony.
8. The insured is in the country illegally or if the insured vehicle is not appropriately certified to circulate in Mexico or not have the appropriate importation permit.
9. Damages from the delay of service due to force majeure or reasons beyond the control of the company such as weather, public authorities, location of service needed, etc.
10. Traveling against the recommendation of a doctor especially in relation to pregnant women.
11. Damages from participating in or providing support for race competitions.
12. Damages from traveling in non-conventional roads
13. If insured flees the scene of an accident
14. If the insured is involved in any criminal or illegal activity or is a fugitive of the law.
15. Damages that result from improper maintenance or modifications to the automobile.
16. Losses from strikes, riots, insurrection, war, terrorism, civil war, popular uprising, nuclear activity, etc.