

Latin Assist™ Tourist Auto Assistance Services

Services contract entered into by and between traveler ("BENEFICIARY") and Latin Assist, LLC ("COMPANY") as specified herein:

DECLARATIONS:

- a) BENEFICIARY declares to have purchased from COMPANY an emergency travel assistance service certificate, part of this CONTRACT.
- b) COMPANY declares it has created a service for BENEFICIARY who has purchased an emergency travel assistance service certificate for coverage during his/her travels to and inside the United Mexican States ("Mexico").

COVERAGE:

Coverage begins at the time and on the date BENEFICIARY enters Mexico and terminates upon leaving Mexico or upon expiration date stated in the certificate, whichever occurs first,

SERVICE:

The assistance services described herein will be only be provided in Mexico and under no circumstances will be extended or provided outside of Mexico. Services are provided directly by THE COMPANY or by its authorized service providers and are available 24 hours a day, every day of the year by calling the following numbers:

Within Mexico dial:	01	(800)	624 -6491
Within the EEUU or Canada dial:	1	(888)	819 -0714

It is the responsibility and obligation of the BENEFICIARY to abstain from incurring in unauthorized expenses and to notify the COMPANY of any event or situation which may be cause to request the assistance services covered under this contract.

COVERED ASSISTANCE BENEFITS:

1. MEDICAL ASSISTANCE – Medical Assistance will constitute of COORDINATION AND MEDICAL REFERRALS IN MEXICO 24 HRS A DAY.

- A. When the BENEFICIARY requires Medical Assistance, the Medical Team of THE COMPANY will provide and/or coordinate:
 - An appointment with a Professional Physicians.
 - A visit from a Professional Physician.
 - A checkup or visit at a local hospital or clinic.

The Medical Team of the Company will not issue a diagnosis but at the request of the BENEFICIARY it will arrange for the necessary care.

THE COMPANY will provide these services in the major metropolitan areas of Mexico. In rural or isolated areas where these services are not immediately available THE COMPANY will do everything possible to assist the BENEFICIARY in contacting a doctor, hospital or clinic within 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. EMERGENCY MEDICAL TRANSFERS. In the event that during the term of coverage, the BENEFICIARY suffers an accident or illness, causing lesions or trauma and the treating physician, in agreement with the Medical Team of the COMPANY, recommends hospitalization or medical transfer, the COMPANY will make arrangements and assume the cost of transportation by ambulance to closest clinic or hospital appropriate for the necessary care or treatment. This benefit is limited to two events.
- C. EMERGENCY MEDICAL AIR AMBULANCE TRANSFER. In the event that during the term of coverage, the BENEFICIARY suffers a grave accident or illness, causing life threatening lesions or trauma and the treating physician, in agreement with the Medical Team of the COMPANY, recommends immediate hospitalization or medical transfer, the COMPANY will make arrangements and assume the cost of transportation by air ambulance to the closest clinic or hospital for the necessary care or treatment required by the Treating Physician in agreement with the Medical Team of the COMPANY. This benefit is limited to one event.
- D. REPATRIATION AFTER MEDICAL TREATMENT. When prescribed by the treating physician and in agreement with the Medical Team of the COMPANY, the COMPANY will provide the BENEFICIARY with a one way commercial airline ticket for return to his/her place of permanent residence.

THE COMPANY will coordinate and assume the repatriation costs of the BENEFICIARY in agreement with the conditions and with the necessary equipment prescribed by the Treating Physician and in agreement with the Medical Team of the COMPANY (Stretcher, extra seat, oxygen, etc.)

- E. 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.

- F. 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.

In the event that the companions decide to continue with their trip they will renounce to this benefit and the COMPANY will no longer be liable for any expense or responsibility thereof.

The COMPANY will arrange and pay for the transportation of the companions in economy class to their place of permanent residence, by means of available and reasonable transportation (land or air).

- G. 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. Benefit will be provided when:
1. Convalescence initiates immediately (same day) after leaving the hospital or clinic.
 2. The maximum amount for this benefit will be of \$60 USD per day, per person up to a maximum of 10 days.
 3. Payment of Hotel for Convalescence benefit only applies to lodging, excluding personal expenses (food, beverage, minibar, in-room entertainment, telephone, etc.) which shall be paid by the BENEFICIARY.
- H. REPATRIATION OF MORTAL REMAINS OR LOCAL BURIAL. In the event of death of the BENEFICIARY the company will provide, at the request of immediate family or representatives one of two options;
1. THE COMPANY will make all arrangements and transport the mortal remains to the place of burial or cremation at the place of permanent residence of THE BENEFICIARY.
 2. THE COMPANY will make arrangements and assume the cost of a BASIC PACKAGE, burial or cremation, to be provided by a local funeral home with whom the company is contracted in the same city or place where THE BENEFICIARY was deceased.
- I. ODONTOLOGICAL ASSISTANCE (Dentist). In the event that the BENEFICIARY suffers acute pain or has dental problems which require urgent dental 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.
- J. 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.

2. TRAVEL ASSISTANCE WITHIN MEXICO.- Travel assistance will consist of:

- A. TOURIST INFORMATION. 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 information regarding:
- | | |
|-------------------------|-----------------------------|
| 1.- Travel Agencies | 8.- Shopping Centers |
| 2.- Weather | 9.- Events and Expositions |
| 3.- Currency Exchange | 10.- Hotels and Restaurants |
| 4.- Holidays | 11.- Museums and Galleries |
| 5.- Sporting Events | 12.- Night Clubs |
| 6.- Events Tickets | |
| 7.- Tourist Attractions | |
- 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 \$1,000 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. TRANSLATING SERVICES. In the event of an accident or illness of the BENEFICIARY, upon request of the BENEFICIARY the COMPANY will provide emergency translation to facilitate communication between the BENEFICIARY and his/her companions and legal, medical or other providers.
3. EMERGENCY ROADSIDE ASSISTANCE.- Consists of:
- A. BASIC ROADSIDE ASSISTANCE.- In the event of 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 AND/OR COMPANIONS, the COMPANY will arrange and assume the cost of sending assistance to resolve the above mentioned problems so that the vehicle may be enabled to continue. 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 (within Mexico). 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 liable 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.

The BENEFICIARY must at all times accompany the service provider designated by the COMPANY.

- B. AUTOMOBILE DEALERSHIP REFERRALS. - In the event of a mechanical breakdown of the BENEFICIARY VEHICLE, upon request by the BENEFICIARY, the COMPANY will provide information and/or referrals on AUTOMOBILE DEALERSHIPS close to the place where the mechanical breakdown occurred.
- C. SHIPPING OF SPARE PARTS.- In the event the vehicle is unable to operate due to a mechanical breakdown and the spare parts required for repair are not available locally, the COMPANY will coordinate and cover the costs of shipping of the parts up to an amount of \$300 US Dollars, provided the parts are available elsewhere. The actual cost of the spare parts will be paid by the BENEFICIARY.

The COMPANY shall notify the BENEFICIARY within eight hours of the request about the availability or not of the necessary spare parts, and if available the approximate time it will take for such parts to be made available. Shipping is limited within Mexico.

- D. DISPATCH AND PAYMENT OF TOWING (TOW TRUCK). - In the event of a mechanical breakdown disabling the BENEFICIARY vehicle from operating, the COMPANY will coordinate and cover the cost of towing, tow truck or flatbed to the closest repair shop in the city or location where the breakdown occurred (limited to \$300.00 US Dollars and/or two events not resulting from the same damage).

In the event the vehicle is towed, the BENEFICIARY or designated COMPANION must accompany the provider during towing.

In the event of significant damage to the BENEFICIARY vehicle, the BENEFICIARY will be entitled to the following services:

- E. PAYMENT OF HOTEL. - In the event of theft or damage, if the vehicle may not be repaired and made available within the first 24 hours and/or is not recovered within the 24 hours after the event, the COMPANY, within eight hours of occurred, shall coordinate and pay for up to two nights of hotel accommodations with a maximum of \$300 US Dollars FOR THE TWO NIGHTS. Personal expenses other than lodging shall be paid by the BENEFICIARY.
- F. CAR RENTAL.- If after the vehicle has been towed to the nearest repair shop, and its repair is estimated to take more than 36 hours, or in the event of total theft of the vehicle, and after the theft report has been filed with the authorities, if the vehicle is not recovered and made available for use within the first 36 hours after the event, the COMPANY shall coordinate and cover the expense of the rental of a medium size vehicle, for up to two days per event, up to a maximum of two events. Rental of the vehicle shall be subject to rental terms and conditions, company acceptance policies and availability of the car in the city or location where the event occurred. If a rental vehicle may not be provided due to the aforementioned reasons, the BENEFICIARY may chose one of two alternatives:
 - Return of BENEFICIARY and companions to place of origin (G) or
 - Payment of Hotel (E)

In addition to the previously stated and if repair of vehicle requires more than 36 hours, BENEFICIARY may choose from one of the following services:

- G. PAYMENT OF RETURN DUE TO VEHICLE BREAKDOWN. - The COMPANY shall organize and pay transportation expenses of the BENEFICIARY AND/OR COMPANION(S) to the place of permanent residence. The COMPANY will provide each COMPANION a one-way economy class ticket by land or air transportation available at the place of the event. The COMPANY will provide the BENEFICIARY an economy class roundtrip ticket so that he/she may be able to return and pick up the vehicle.
- H. TRIP CONTINUATION EXPENSES.- The COMPANY shall organize and pay transportation expenses of the BENEFICIARY AND/OR

COMPANIONS to continue the trip to their original destination, provided the total amount does not exceed the cost of return to the place of permanent residence. The COMPANY will provide each COMPANION a one-way economy class ticket by land or air transportation available at the place of the event. The COMPANY will provide the BENEFICIARY an economy class roundtrip ticket so that he/she may be able to return and pick up the vehicle.

4. LEGAL ASSISTANCE AND BAIL BOND.- 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.

A. LEGAL ASSISTANCE.- Derived of this service and according to applicable law, COMPANY commits to:

1. 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.
2. Cover all COMPANY attorney's fees as well as procedure expenses derived from the defense of the driver.
3. 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 form 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.

B. BAIL BOND OR GUARANTEES.-

1. 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.
2. 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.
3. 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.
4. 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.

C. REQUIREMENTS TO PROVIDE LEGAL ASSISTANCE.- 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:

1. 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.
2. For safety, must not say or declare anything to the authorities until a lawyer representing him/her is present.
3. 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.
4. 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.
5. Immediately inform the COMPANY attorney and/or COMPANY of any change of address or when cited to appear before the authorities.
6. Appear before the authorities as many times as required or cited.
7. Immediately inform the COMPANY and provide or deliver to COMPANY any notifications, requirements or claims received.
8. 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.
9. 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.
10. The COMPANY will provide legal assistance and bail bond only if the liability coverage in the Mexican insurance policy is provided.

D. EXCLUSIONS OF THE LEGAL ASSISTANCE.- The following will be cause of exclusion of the legal assistance:

1. IF THE BENEFICIARY OR DRIVER REFUSES TO APPEAR BEFORE THE AUTHORITIES AS REQUIRED.
2. IF THE BENEFICIARY DOES NOT ACCEPT, NAME OR DESIGNATE AS HIS LAWYER THE COMPANY ATTORNEY.
3. IF THE INSURANCE COMPANY ISSUING THE MEXICAN INSURANCE POLICY EXCLUDES COVERAGE.
4. COMPANY DOES NOT COVER AND WILL NOT PAY FOR TOWING, GARAGE OR FINES DUE TO IMPOUNDING OF VEHICLE.
5. COMPANY WILL NOT PAY: GIFTS, GRATIFICATIONS, PHOTOCOPYING, OR ANY OTHER EXPENSE NOT COVERED.
6. IF COVERED VEHICLE AND/OR BENEFICIARY INTENTIONALLY PARTICIPATE IN THE COMMISSION OF CRIMES OR OTHER THAN ACCIDENTAL OCCURRENCES IN A TRAFFIC ACCIDENT.

7. WHEN DAMAGES AND/OR INJURIES OCCUR DUE TO AN INTENTIONAL ACTION PERPETRATED BY THE BENEFICIARY.
8. WHEN THE COVERED VEHICLE HAS BEEN ILLEGALLY BROUGHT IN THE COUNTRY OR IS DRIVEN WHILE EXCEEDING THE SPECIFIED OCCUPANT OR WEIGHT CAPACITY.
9. 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.
10. 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 POSSESSION OR CONSUMPTION OF NARCOTICS. THE COMPANY WILL ALSO NOT POST BOND OR ANY GUARANTEES.
11. LEGAL ASSISTANCE WILL NOT BE PROVIDED AT THE PLACE OF THE ACCIDENT (ON THE STREET).
12. THE FOLLOWING WILL CAUSE THE EXCLUSION OF BAIL BONDING OR GUARANTEE DEPOSIT:

- 12.1 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.
- 12.2 BOND WILL NOT BE POSTED OR GUARANTEE DEPOSITED IF AN OCCUPANT OF THE COVERED VEHICLE IS FATALLY INJURED IN AN AUTOMOBILE ACCIDENT.
- 12.3 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.
- 12.4 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.
- 12.5 BOND WILL NOT BE POSTED OR GUARANTEE DEPOSITED FOR ANY CIVIL SUIT OR DEMAND.
- 12.6 BOND WILL NOT BE POSTED OR GUARANTEE DEPOSITED 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 IF THE DRIVER IS INTOXICATED.

5. THE BENEFICIARY WILL HAVE THE FOLLOWING OBLIGATIONS:

- A. 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 01 800 number and/or collect calling providing the following information:
 1. Location and if available a telephone number where THE COMPANY may call back.
 2. Name, Policy Number and Coverage Term (Days).
 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.
- B. 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.
- C. CLAIMS. Any and all claims related to an assistance situation must be presented within 90 (ninety) natural days of the date when occurred.

6. GENERAL EXCLUSIONS OF THE ASSISTANCE SERVICES.

- A. Events occurring during a trip or vacation made by the BENEFICIARY and/or companions against medical advice or recommendation.
- B. If the BENEFICIARY and/or companion(s) fail to provide true and accurate information which would result in the impossibility of providing the assistance.
- C. The BENEFICIARY and/or companion(s) shall not be entitled to reimbursement of any expenses for services requested without prior written authorization from the company and when the reimbursement request does not comply with the requirements aforementioned.
- D. If BENEFICIARY and/or companion(s) fail to evidence their legal capacity and right as BENEFICIARY of the assistance benefits.
- E. If BENEFICIARY and/or companion(s) fail to comply with any of the obligations stated herein.
- F. If the person driving the covered vehicle is not the BENEFICIARY or a companion.
- G. If the BENEFICIARY and/or companions are not present at the place of the events.
- H. When covered vehicle has been illegally introduced in the country.
- I. The company shall not be liable for any delay or noncompliance due to an act of nature or act of god or administrative or political environment impeding the services where they need to be provided.
- J. Providers providing the assistance services may be independent contractors, therefore the company shall be liable for providing the services in accordance with the provisions of this policy, and in no event shall be liable for any deficiency incurred by such providers, notwithstanding that they may be selected by the company, and have the appropriate skills and competence according to the service level of the place, time and circumstance under which the services are provided.
- K. The following will not be considered mechanical breakdown situations for the towing service: alarm activation, scheduled mechanical maintenance or service, major repairs and/or replacing of spare parts by the BENEFICIARY and/or companion(s) and/or third parties, low battery, low fuel and vehicle falling in a ditch, mud or sand.
- L. Services are excluded if directly or indirectly arising from:
 - I. Strikes, war, foreign invasion or hostilities (declared war or not), rebellion, civil war, insurrection, terrorism, popular uprising, marches, radioactivity or similar beyond control.
 - II. Self-inflicted injuries, suicidal attempts, suicide or aiding in suicide or criminal activity by BENEFICIARY and or any passenger of the covered vehicle.
 - III. Mental, psychiatric or psychological illnesses.
 - IV. Pathological effects on adults or minors caused by the consumption of toxic substances, drugs and/or illegal or legal medication (unless under prescription).
 - V. Altered vehicles other than factory or dealer installed, if these are the cause of the accident and/or emergency assistance situation.
 - VI. Intentional damage situations or criminal activities.
 - VII. Scheduled or unscheduled maintenance, repairs or modifications done to the covered vehicle by the BENEFICIARY or anyone else not qualified, if these influence directly or indirectly in the accident and/or emergency assistance situation.

- VIII. 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.
- IX. Transporting pregnant women. Service will not be provided to women within the last 90 days of pregnancy.
- X. Accidents, lesion or illnesses resulting from professional or official sporting competitions.
- XI. IF the BENEFICIARY or driver of the covered vehicle becomes a fugitive and/or leaves the scene of the accident.
- XII. Direct violations to current and applicable Federal and State Traffic Laws in force in Mexico.

7. PROCEDURE TO REQUEST A REFUND:

BENEFICIARY will not be entitled to a refund for expenses incurred without the previous authorization from COMPANY.

To present a claim and request a refund for authorized expenses the BENEFICIARY should follow the following guidelines:

- a) BENEFICIARY must inform and report all incurred expenses to COMPANY before leaving Mexico and no later than 10 days after the event or incident for which the expenses for assistance services where incurred occurred.
 - b) Under no circumstances will medical air transfers or ambulance service be refunded.
 - c) For all other covered medical assistance benefits, reimbursement claims will be accepted and processed only if the Medical Team of the COMPANY has the medical report and the treating doctor's information to verify compliance of the requisites needed to grant the benefits and/or in the event of clear emergency or life threatening situation to the BENEFICIARY for which third party assistance was needed.
 - d) If applicable and when authorized reimbursements will be made upon receipt of original invoices or receipts issued to BENEFICIARY by the providers, including complete names and addresses for verification. Original invoices or receipts should not have any corrections, annotations, scratches or damage.
 - e) It will be necessary to submit with your claim for refund an explanatory letter describing the event and/or reasons why a reimbursement is requested, including references to the date and time in which the COMPANY was contacted for authorization, name of the customer service representative and/or claim or reference number. (COMPANY will always provide a claim or reference number when contacted by BENEFICIARY to request service or authorization to incur in covered expenses.)
 - f) It will be necessary that the following information is provided to process a refund claim:
 - Complete name of BENEFICIARY
 - Address of BENEFICIARY
 - Telephone of BENEFICIARY
- If the BENEFICIARY request that the refund be made by direct deposit or wire transfer the following information will be required:
- Bank Name
 - Bank Address
 - Bank Branch Name or Number
 - Account Number
 - ABA or Swift code/number
- g) Please attach a copy of the certificate and original invoices or receipts.
 - h) Reimbursement will be made in US Dollars at the exchange rate of date the payment is made posted by the bank issuing the deposit. Commissions and taxes shall be paid by the recipient(s) of the transfer(s).

Latin Assist, LLC.
222 W. Las Colinas Blvd. Ste 1650
Irving, TX 75063

1. Coverage

We are providing Beneficiary with ATMSafe Coverage in the event that Beneficiary is robbed while withdrawing funds from an ATM while covered under the certificate and when in Mexico. The ATMSafe Robbery Benefit will run concurrent with the term of your MexEvac® coverage commencing on the effective (Coverage From) date and terminating on the expiration (Coverage To) date indicated in the certificate declarations page.

2. Eligibility

Residents of the United States or Canada with a MexEvac® Travel Assistance certificate who reside outside of Mexico at least 9 months out of the year.

3. Benefits and Coverage

The Robbery Benefit is limited to two events per year with a maximum benefit of \$300 USD total.

If the Beneficiary is robbed within 10 minutes after the Beneficiary's access to the ATM and withdrawal of funds from such ATM and the stolen funds are not recovered within 48 hours of the robbery, the Company will pay a benefit equal to the Robbery Benefit. The Robbery Benefit will be payable provided the Robbery is reported to the police within 48 hours of its occurrence, and the following documentation is produced upon submission of a claim:

- a) A copy of the police report;
- b) A fully completed dated and signed (by the Beneficiary) claim form;
- c) A copy of the ATM transaction receipt, showing the amount withdrawn, time, date and location of the ATM; and/or
- d) Confirmation from the financial institution records that the transaction occurred at the time, date and said location.

4. Definitions

ATM - means an automatic electronic device designed to permit the Beneficiary to interface with a financial institution without teller assistance to access and withdraw funds from his/her accounts using a Registered Card.

Robbery/Robbed - means the taking from the Beneficiary cash withdrawn from an ATM by inflicting or threatening imminent physical harm or bodily injury, or by placing the Beneficiary in fear of imminent physical harm or bodily injury.

5. Coverage Exclusions

Robbery benefits are not payable for any loss caused in whole or in part by, or resulting in whole or in part from:

- a) subsequent loss that arises out of the theft of a Registered Card, or from theft of captured information by any means from the ATM;
- b) loss caused by an officer or employee of the financial institution;
- c) any incident giving rise to a loss or potential loss involving the Beneficiary's family members as perpetrators of the Robbery (for purposes of this exclusion, family members includes relatives as far removed as first cousins);
- d) any costs, charges or expenses incurred by the Beneficiary or by any financial institution, in establishing the existence of loss or potential loss provided under this certificate;
- e) cash left unattended;
- f) any loss resulting from use of a Registered Card for any reason other than the withdrawal of cash from an ATM;
- g) any loss resulting from the use of a Registered Card by anyone other than the Beneficiary.

6. Claims

Written notice of claim must be given to the Company within 20 days after a Beneficiary's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at American International Companies, Accident and Health Claims Division, P. O. Box 15701, Wilmington, DE 19850-5701, with information sufficient to identify the Beneficiary, is deemed notice to the Company.

ATMSafe® Robbery coverage is provided by ATMSafe North America, LLC and Telmach Risk Management. Underwritten by National Union Fire Insurance Company of Pittsburgh, PA. its principal place of business in New York, NY.