

FULL REFUND



TERMS AND CONDITIONS





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Terms and Conditions

IMPORTANT RECOMENDATIONS

We invite **VIVA FULL REFUND** beneficiaries to read these conditions before the start of the trip. In the following pages, you will find the General Terms and Conditions, Special Conditions and Exclusions, and instructions that will allow better use of the benefits and contracted services.

I. PREFACE

All services provided by the assistance plan, are covered through **MAS SERVICIOS**, a company whose principal purpose is to provide, an Assistance product of Medical guidance by video or call and Flight Cancellation according to the conditions mentions on the VIII point.

Acceptance of the Beneficiary

These Terms together with the other documents that are made available to the Beneficiary at the time of purchase of the plan, form the contract of travel assistance provided **MAS SERVICIOS**. The Beneficiary acknowledges and accepts these General Conditions. This acceptance is ratified through any of the following acts:

1. Payment of contracted services.
2. The use or attempted use of any of the contracted services.

The Beneficiaries acknowledges they have chosen, read and accepted the terms and conditions contained herein, and as such, the ruling of the Particular Terms & Conditions as a binding contract between the parties.

Moreover, once initiated the validity of the voucher, the Beneficiary may not make changes extend the period of validity or proceed to the cancellation of the voucher for any reason or under any circumstances.

Definitions

A - **Accident:** The event which generates body damage to the Beneficiary caused by unexpected agents, out of control, in motion, external, violent and visible. Every time the term “accident” is used it is understood that the wound or injury resulting for such event has been provoked directly by those agents besides any other cause. Nevertheless, if the body damage has been produced as a consequence of different causes of the before mentioned, then the maximum amount of the “Medical Assistance in case of Accident”, will be automatically reduced up to the amount determined in the respective purchased plan in cases of “Medical Assistance in case of Illness”.

-**Acute illness or acute medical condition:** Short process and relatively severe alteration of the body condition or any of its organs that could interfere or change the normal balance of the vital functions, generating pain, weakness or any other strange symptom to its normal state.

-**Amateur Sports:** It is practiced by amateurs, for leisure and/or recreational activities.

C -**Catastrophe:** Unfortunate event that seriously alters the normal order of things, were many people are involved.

-**Chronic illness or chronic medical condition:** Any continuous and persistent pathological process lasting more than 30 days.

-**Congenital illness:** Pathology present or existing since before birth.

D -**Days of grace:** The period of time that the coverage will not be effective in the plan. The mentioned period will be calculated by days from the initial coverage date, provided that the Beneficiary is not in their place of habitual residence in the moment of purchase.



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- E** - **Emergency management center:** The office which coordinates the services to be provided to the Beneficiary in case of an Emergency.
- **Expenses of first necessity:** costs incurred for the purchase of personal and non-transferable items. Understood solely as: clothing (outerwear, underwear), shoes, personal care items (shampoo, conditioner, soap-liquid, stick in dust-, toothbrush, toothpaste, deodorant, shaving cream, razor, feminine hygiene products) and makeup. Any other items not considered in the list given above, shall be construed as excluded from any coverage.
- F** - **Force majeure:** Events which cannot be anticipated or resisted, and exempts from any obligation a third party.
- M** - **Maximum coverage:** Maximum coverage amounts given by **MAS SERVICIOS**, indicated in the voucher for each of the benefits and according to the contracted assistance plan.
- **Medical department:** Group of professionals from **MAS SERVICIOS** that intervene and make decisions in every issue and/or benefits given or that will be given according to the present general conditions.
- P** - **Preexistent illness or preexistent medical condition:** any pathological physical process that recognizes an origin or an earlier etiology of the effective date of the plan or the trip (or whichever is later) and is likely to be objectified through complementary methods diagnostic routine, daily accessible and frequent use in all countries of the world (including, but not limited to: Doppler, nuclear resonance, magnetic, catheterization, radiology, etc.). It is understood as preexistent any disease or condition of the body, known or not by the Beneficiary, that needs or requires a formation or incubation period within the body of the Beneficiary before effective date of the plan or the trip (or whichever is later). Common examples of preexistences, just to name a few: kidney or gallstones, obstruction of arteries or veins by blood clots or other, respiratory diseases such as asthma, lung problems, emphysema, HIV, usually related problems blood pressure, glaucoma, cataracts, nephritis, ulcers or gastric diseases, diseases resulting from congenital malformations, genital mycosis, liver abscess, cirrhosis, blood sugar, high cholesterol, high triglycerides, and others. They require a period of short or long incubation, but in all more than a few hours' flight cases, recognizing that such state or pathological process existed within the body before getting on the plane or the means of transport at the time of the effective date of plan of assistance, even if the symptoms are present for the first time after starting the trip.
- **Product or Plan:** Set of services acquired by the Beneficiary, for which maximum coverage amounts for each service is specified in the voucher.
- **Professional Sports:** It is practiced with or without profit, performed in any type of competition such as intercollegiate, tournaments, championships, sports that pose a high risk, among others
- R** - **Recurrent illness or medical condition:** Return of the same treated illness usually over 3 or more times in a year.
- **Relative in First Degree:** A relative who is a first degree of consanguinity or Direct family member, such as: Father, Mother, Siblings, Children, Spouse.
- S** - **Serious Accident:** One that results in amputation of any body segment; fracture of long bones (femur, tibia, fibula, humerus, radius and ulna); head trauma; second and third degree burns; severe hand injuries, such as crushing or burns; severe spinal cord injuries with spinal cord involvement; eye injuries that compromise acuity or visual field or injuries that compromise hearing ability. In general, any accident in which the patient's life is at risk.



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- **Serious Disease:** It is an alteration or deviation of the physiological state in one or several parts of the body, manifested by symptoms and characteristic signs, and whose evolution is more or less foreseeable, that is, any disease or injury with permanent or non-permanent sequels that partially limit or totally prevent the usual occupation or activity of the affected person, or incapacitate them for any activity and require or not the assistance of other people for the most essential activities of life.

- **Stable Patient:** Patient that does not have any variation in his health status and usually refers to symptoms and signs changing recently.

- **Sudden or unpredicted sickness (disease, illness):** None predicted sickness, acquired after the effective date of validity of the plan.

T - **Treating physician:** Medical professional provided or authorized by the **MAS SERVICIOS** Emergency Management Center that assists the Beneficiary in the area the before mentioned is located.

V - **Voucher:** Document validly assigned by the company which indicates the contracted product.

II. BENEFICIARY

The Beneficiary is the person whose name appears on the **MAS SERVICIOS** Plan and is the sole Beneficiary of the benefits and services that occur during the period of eligibility. There is no age limitation.

III. EFFECTIVE DATES / ELIGIBILITY

The benefits and services described herein will only be valid during the effective dates shown on the Voucher and begins at 00:00 Hrs of the date indicated.

IV. GEOGRAPHICAL VALIDITY

The geographical coverage will be National or International depending on the voucher purchased.

V. PROCEDURE TO REPORT AN ASSISTANCE FOR CANCELLATION

If in need of assistance, regardless of their geographical location, the Beneficiary should contact the Emergency Management Center.

To communicate with said central via telephone, the Beneficiary must request collect call or call directly to the numbers authorized by the countries listed below. If the Beneficiary is charged for any calls to the Emergency Management Center, **MAS SERVICIOS** will refund such the cost; the Beneficiary is advised to keep proof of payment of the call to request reimbursement, the Beneficiary must keep a copy of the invoice in which is reflected the charging for the call to the specified numbers **55 8421 0457 México** either **800 2694 418 México (Toll free)** either you can address your email: **E-Mail: reembolsototalva@masservicios.com.mx** **WhatsApp: +52 55 4628 2560** or a collect call: **1 954 472 1895 Estados Unidos**

It is the obligation of the Beneficiary to always call to report the emergency. In case the Beneficiary cannot do it personally, any companion, friend or relative can do it, but the call or notice must be made no later than within 24 hours after the emergency occurred and up to 1 hour before the flight. If the event occurs on the same day of departure of the purchased flight, the notice must be prior to the departure time. Failure to comply with this rule entails automatic loss of any right to claim by the Beneficiary.



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VI. BENEFICIARY'S OBLIGATIONS

In all cases, the Beneficiary must:

1. Request and obtain authorization from the Emergency Management Center before taking any step or incurring any expenses in relation to the benefits provided by the plan. In cases where authorization has not been obtained by the Central, refunds shall not come, or give rights to claims.
2. It is clearly understood that the notification to the Emergency Management Center is essential, even if the issue is completely resolved, as **MAS SERVICIOS** cannot take over the cost of any assistance without previous knowledge and authorization to the Emergency Management Center.
3. The Beneficiary accepts that **MAS SERVICIOS** reserves the right to record and audit telephone conversations as needed for the proper development of the provision of services. The Beneficiary expressly accepts the established procedure and agrees on the eventual use of the records as evidence in case of existence of disputes concerning the assistance provided.
4. If the Beneficiary or a third person cannot communicate, due to an involuntary circumstance or reason, with the Assistance Service Center before the cancellation, the Beneficiary or a third person, with the unavoidable obligation, must inform within 24 hours at the latest of produced the event and up to 1 hour before the flight. If the event occurs the same day of the departure of the purchased flight, the notice must be prior to the departure time. Failure to notify within 24 hours or before the departure of the flight, entails the automatic loss of the Beneficiary's rights to claim or request any compensation.
5. Provide documentation that confirms the merits of the case and all original receipts for expenses to be evaluated for possible reimbursement by **MAS SERVICIOS** and all medical information (including prior to departure), which allows the Central an assessment of the case.

VII. MAS SERVICIOS OBLIGATIONS

1. Comply with the benefits and services described herein in events within coverage in the obtained plan during the valid period of the voucher.
2. **MAS SERVICIOS** is expressly released, extent and excused of any obligations and responsibility in any case that the Beneficiary suffers any harm or requests assistance as a result of a major force or fortuitous event, the following events are an example and are not a limitation: catastrophes, earthquakes, floods outside of the Beneficiary's residence, storms, International or civil war declared or not, rebellions, disturbances, civil insurrections, guerrilla or anti-guerrilla acts, hostilities, retaliation, conflicts, embargoes, constraints, strikes, popular movements, lockouts, acts of sabotage or terrorism, labor disturbances, acts of governmental authorities, etc.; as well as delay that may result in the termination, interruption or suspension of communication services. When elements of this nature intervene and once overcome, **MAS SERVICIOS** agrees to comply its commitments and obligations within the shortest possible time.
3. **MAS SERVICIOS** agrees to analyze each reimbursement request to determine whether it is appropriate and thus repay the amounts that may correspond in accordance with these terms and amounts of coverage of the contracted Plan. All compensation and/or reimbursement and/or other costs to be assumed by **MAS SERVICIOS**, under this contract, shall be paid in local currency.

Established timeframes for processing a reimbursement are:

- a. The Beneficiary has up to thirty (30) calendar days from the day end of the term of the voucher to present documentation and support necessary to start the reimbursement study. After that time, no documents will be accepted for processing any claim.



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b. Upon receipt of the documents, **MAS SERVICIOS** has up to five (5) calendar days to request any missing document that has not been delivered by the Beneficiary.

c. With all the necessary documents in hand, **MAS SERVICIOS** shall within fifteen (15) working days to review the case and issue a letter of approval or denial of reimbursement.

d. If approved, **MAS SERVICIOS** will proceed to make the payment within 15 business days after the date of receipt of complete bank information by written for the completion of the transfer.

Note: Reimbursements are paid directly by MAS SERVICIOS and they are going to be made through bank transfer. MAS SERVICIOS bear the expenses incurred by the agency, All direct charges from MAS SERVICIOS bank; any additional charges made by the bank of the Beneficiary will be covered by the Beneficiary itself.

VIII. CURRENCY

The benefits offered by **MAS SERVICIOS** are detailed in point IX. and its maximum coverage limits will be the cost of the plane ticket, depending on the plan chosen and its geographical coverage.

IX. BENEFITS

Some benefits are included only in some **MAS SERVICIOS** plans. Check your voucher benefits and amounts. If any item is not listed in the voucher, it is because the chosen product doesn't have this service.

1. FLIGHT CANCELLATION

MAS SERVICIOS will assume up to the limit indicated in your Voucher, this will only be offered in case of early cancellation of purchased flight tickets. In the event that the passenger has other insurance, assistance or benefits that bear such cancellation expenses or a percentage of said expenses, **MAS SERVICIOS** will be exempt from its responsibility for said fines or surcharges. Therefore, in no case can it be interpreted or claimed that it is two accumulative amounts.

To be eligible to these benefits the Beneficiary must:

- 1) Acquire the plan immediately the plan ticket is purchased.
- 2) Notify **MAS SERVICIOS** in a maximum of 24 hours after the event of the cancellation occurs and up to 1 hour before the flight, or if the event is presented the same day of the departure of the purchased flight, the notice must be prior to the departure time.
- 3) Present all documentation that MAS SERVICIOS considers to evaluate the coverage of this benefit including but not limited to: Documents that clearly show the motive of cancellation, respective paperwork of the service contracted, invoices and payment receipts.
- 4) The Beneficiary has up to thirty (30) days from the date of the event to present the complete documentation and backups necessary to initiate the reimbursement process. After that period, documents will not be accepted to process any refund.



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The following are justified causes for the purposes of this benefit:

1. Illness (physical and/or mental) of the Beneficiary or family member or spouse, in the first degree of consanguinity (including COVID-19)
2. Fire in the Beneficiary's house, duly certified by the competent authorities.
3. Accident that prevents the Beneficiary from making the scheduled trip.
4. Flooding of the Beneficiary's home, duly certified by the competent authorities.
5. Injury to the owner or family member in the first degree of consanguinity.
6. Exacerbation of the Beneficiary's pre-existing medical conditions.
7. Government travel bans
8. Beneficiary's death (including suicide)
9. Withdrawal by the Head of the Armed Forces
10. Complications related to the Beneficiary's pregnancy
11. Relocation of the Beneficiary by his employer
12. Scheduled airline failure
13. Theft of physical plane ticket purchased by the Beneficiary
14. Failure of a private vehicle in which the Beneficiary was transported to the airport (MIVA BUS included).
15. Failure in the Redundancy system that does not allow the departure of the flight in the corresponding aircraft.
16. Call of the Beneficiary to provide jury service.
17. Changes to the owner's examination dates.
18. Legal summons to the Beneficiary.
19. Theft (including malicious damage / vandalism) of the owner's belongings, duly justified with the corresponding police report.
20. Beneficiary's medical quarantine as a consequence of accidental event.
21. Employment dismissal of the Proven Beneficiary.
22. Emergency call of the Beneficiary to provide medical or public service.
23. Due to epidemic, adverse weather or volcanic ash ..
24. Beneficiary's wedding cancellation
25. Delivery of child for adoption, the adoption request must be in the name of the Beneficiary.
26. Kidnapping of the Beneficiary or direct relatives as long as it is verifiable, and of public knowledge.
27. Beneficiary's job change.

Once the plan has been acquired under the aforementioned conditions, and if the benefit is applicable, its validity begins at the moment the Beneficiary acquires his assistance plan and ends on the date of departure of the tickets purchased.

Below is the documentation the Beneficiary must present in case of canceling for any of the Causes previously mentioned, it is important to note that the list of documents is not exhaustive or limiting; and at the discretion of **MAS SERVICIOS**, any other document that you consider relevant for the study may be requested.



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1	Illness (physical and/or mental) of the Beneficiary or family member or spouse, in the first degree of consanguinity (including COVID-19)	Certifications of the treating physician and medical documents (medical history - medical summary of care -epicrisis) confirming the serious illness of the owner or his relatives in first degree of consanguinity. Civil registration of birth proving relationship with the voucher holder, as appropriate.
2	Fire in the Beneficiary's house, duly certified by the competent authorities.	Complaint to the competent authority detailing the event.
3	Accident that prevents the Beneficiary from making the scheduled trip.	Certifications of the treating physician and medical documents (medical history - medical summary of care -epicrisis) confirming the accident.
4	Flooding of the Beneficiary's home, duly certified by the competent authorities.	Complaint to the competent authority detailing the event.
5	Injury to the owner or family member in the first degree of consanguinity.	Certifications of the treating physician and medical documents (medical history - medical summary of care -epicrisis) confirming the serious injury of the owner or his relatives in first degree of consanguinity. Civil registration of birth proving relationship with the voucher holder, as appropriate.
6	Exacerbation of the Beneficiary's pre-existing medical conditions.	Certifications of the treating physician and medical documents (medical history - medical summary of care -epicrisis) that confirm the evolution of the disease and its exacerbation.
7	Government travel bans.	Voucher or information issued by the competent government entity with the prohibition data.
8	Beneficiary's death (including suicide)	Civil registry of death
9	Withdrawal by the Head of the Armed Forces	Letter of withdrawal or withdrawal from the respective Entity.
10	Complications related to the Beneficiary's pregnancy	Medical report certifying the diagnosis of the condition related to pregnancy that prevents travel.
11	Relocation of the Beneficiary by his employer	Letter issued by the employer certifying the change of location.
12	Scheduled airline failure	Official statement issued by the Airline, where the novelty is notified.
13	Theft of physical plane ticket purchased by the Beneficiary	Complaint to the competent authority detailing the occurrence of the robbery



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14	Failure of a private vehicle in which the Beneficiary was transported to the airport (VIVA BUS included).	Repair shop invoice detailing the breakdown of the vehicle with the date of the day of travel.
15	Failure in the Redundancy system that does not allow the departure of the flight in the corresponding aircraft.	Official statement issued by the Airline, where the novelty is notified.
16	Call of the Beneficiary to provide jury service.	Electoral Voucher issued by the National Registry in which the designation is indicated.
17	Changes to the owner's examination dates.	Voucher of the educational entity
18	Legal summons to the Beneficiary.	Notification of appearance issued by the respective judge or court
19	Theft (including malicious damage / vandalism) of the owner's belongings, duly justified with the corresponding police report.	Complaint to the competent authority detailing the occurrence of the robbery
20	Beneficiary's medical quarantine as a consequence of accidental event.	Medical voucher issued by the local health entity with an order to keep quarantine and the reason for it
21	Employment dismissal of the Proven Beneficiary.	Letter from employer or proof of dismissal
22	Emergency call of the Beneficiary to provide medical or public service.	Document of the corresponding entity certifying the call to provide the required service.
23	Due to epidemic, adverse weather or volcanic ash	Public domain information about the event
24	Beneficiary's wedding cancellation	Documents that certify the wedding planning such as: <ul style="list-style-type: none"> • Original voucher of the premarital course, or payment from the Civil Registry. • Preparations for the convention hall. • Catering.
25	Delivery of child for adoption, the adoption request must be in the name of the Beneficiary	Certification and legal documents that support the delivery.
26	Kidnapping of the Beneficiary or direct relatives as long as it is verifiable, and of public knowledge	Complaint made to the competent authority.
27	Beneficiary's job change	Letter from the employer certifying new employment contract.



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2. MEDICAL GUIDANCE BY VIDEO OR CALL

The user of **MAS SERVICIOS** will have the medical guidance service available 24 hours a day, 365 days a year, in order to provide guidance from a health professional on their medical condition using communication technologies to provide the medical guidance service as a remote medicine practice, whose interventions, diagnoses, therapeutic decisions and subsequent treatment recommendations are based on patient data, documents and other information transmitted through telecommunication systems.

Note: The **MAS SERVICIOS** medical department reserves the right to decide on the most appropriate of the treatments proposed by the medical staff.

X. EXCLUSIONS APPLICABLE TO ALL SERVICES AND BENEFITS

MAS SERVICIOS is excluded from liability to serve in case of:

1. This product DOES NOT COVER the reservations that the passenger makes through the VIVA AEROBUS platform in any hotel, car rental or additional service that integrates his flight. This regardless of whether the sale of the package, or hotel stay, tour or additional tourist services has been purchased through the counter or website.
2. Any event that occurred prior to the issuance of the Multicause Cancellation service.
3. Homeopathic treatments, acupuncture, physical therapy, spa treatments, podiatry, etc.
4. Criminal intent or criminal action of the Beneficiary, directly or indirectly.
5. Illness treatment or pathological states as a consequence of consumption or intentional administration of toxics, drugs, narcotics or non-prescribed medicines.
6. Events that occurred as a result of training, practice or active participation in professional or amateur sports competitions. Also expressly excluded occurrences consequent to the practice of dangerous sports, including but not limited to: Motorcycling, Motorsport, Boxing, Polo, jet skiing, diving (up to 30 meters maximum), Hang-gliding, karting, ATV, Mountaineering, Skiing, Football, Boxing, Canoeing, Paragliding, Kayaking, Badminton, Basketball Ball, Volleyball, Handball, Karate Do, Kung Fu, Judo, archery, rifle shot, Tejo, Rappel, Rappel, Mountain climbing, bungee jumping, athletics, cycling, Speleology Luge, Skeleton, hunting animals, Bobsleigh, etc., and other sports practiced off tracks and regulations approved by the respective sports federations.
7. Conditions, illnesses or injuries resulting from the consumption of alcoholic beverages of any kind.
8. The Acquired Immunodeficiency Syndrome (AIDS) and human immunodeficiency virus (HIV) in all its forms, consequences and implications. Sexually transmitted diseases and/or infections and/or any type of examination and/or treatment that has not received the prior approval of the Emergency Management Center.
9. Event derived from natural disasters, nuclear radiation or radioactivity, as well any other phenomenon with extraordinary character or event that due to its proportions or seriousness it will be considered as a national disaster or catastrophe.
10. Events derived as consequence of war (declared or not), terrorism, rebellion, civil war, insurrection, military or naval coup, government usurpation, serious alteration of the public order, with or without the personal participation of the Beneficiary or as a member or a civil or military organization.
11. Intentional acts or caused by bad faith by the Beneficiary or its representatives.
12. Injuries or accidents arising from aircrafts not authorized for public transportation, including private charter flights.
13. Illness, disease or injury arising directly or indirectly from quarrels or fights (unless it were a proven self-defense with police report), strike, acts of vandalism or popular tumult that the Beneficiary has participated as an active member. Or the attempt to commit an illegal act and, in general, any criminal or fraudulent action, including providing information that is different from the reality.



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14. Liver diseases such as cirrhosis, abscesses, and others.
15. Any type of hernia and its consequences.
16. Excluded are accidents and illnesses that occur while the Beneficiary is in countries where civil or foreign war.
Example: Afghanistan, Iraq, Sudan, Somalia, North Korea, etc.

Agreement of competition: It is expressly agreed between the parties with respect to the contractual relationship between the Beneficiary and the provider Voucher any problem of interpretation of the scope of the same and/or legal claim, which cannot be resolved amicably between the parties, shall be subject to the jurisdiction of the courts of Doral, Florida, excluding any other jurisdiction and jurisdiction that may correspond.

No joint services and/or intervention of other enterprises: In no **MAS SERVICIOS** case will provide support services to the Beneficiary established in the health care plan of the travel certificate or fee reimbursement of any kind, as long as the Beneficiary requests or has requested services for the same problem and/or condition to any other company, before, during or after they are applied to the supplier.

XI. SUBROGATION AND ASSIGNMENT OF RIGHTS

Until the amounts disbursed in compliance with the obligations arising from these general conditions, **MAS SERVICIOS** and/or the insurance companies that assume the risk as a result of the **MAS SERVICIOS** order will be automatically subrogated in the rights and actions that may correspond to the Beneficiary or to his or her heirs against third-party natural or legal persons by virtue of the event that motivates the assistance rendered and/or benefit paid.

The Beneficiary of the product granted agrees to pay on the spot **MAS SERVICIOS** any amount that has been received from the party responsible for the event and/or his Insurance Company (s) as an advance (s) account of the liquidation of the final compensation to which the Beneficiary is entitled; this up to the amount of the payments that would have received from the insurance companies in the case occurred

Without the following statement being construed as limiting, the rights and actions likely to be exercised in front of the following persons are expressly included in the subrogation:

- 1) Third parties responsible for an accident (transit or any other type) and/or their insurance companies.
- 2) Transport companies, with regard to the refund -total or partial- of the price of unused tickets, when **MAS SERVICIOS** has taken over the transfer of the holder or his remains.
- 3) Other companies that cover the same risk.

IMPORTANT: The owner irrevocably transfers in favor of **MAS SERVICIOS** the rights and actions included in this Clause, obliging to carry out all the legal acts that are necessary for this purpose and to provide all the collaboration that is required on the occasion of the fact happened In this regard, it undertakes and obliges to formalize the subrogation or assignment in favor of **MAS SERVICIOS** within three (3) calendar days following the intimidation of the Holder / s for that purpose. If you refuse to subscribe and/or collaborate to assign such rights to **MAS SERVICIOS**, the latter will automatically be exempt from paying the assistance costs incurred.

In addition, **MAS SERVICIOS** will be subrogated, it being understood that any insurance, travel assistance and/or medical insurance will have the obligation in the first instance of payment of all or part of the expenses that may be triggered by the event suffered by the Beneficiary.

MAS SERVICIOS will be subrogated in the rights and actions that correspond to the Beneficiary, for facts that have motivated the intervention of that and up to the total cost of the services provided.

Refusal to provide collaboration or subrogate such rights to **MAS SERVICIOS** will be released from the obligation to fulfill the services offered and/or due. Likewise, **MAS SERVICIOS** reserves the right to assign all or part of the rights that may arise from the contractual relationship with the Beneficiary, as well as the execution, rendering of services and other obligations under its charge to third professional legal entities. in the branch of assistance to companies in the field.



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In this sense, the Beneficiary is aware of this right and therefore expressly waives to be notified or previously notified of such assignments.

XII. EXCEPTIONAL CIRCUMSTANCES

MAS SERVICIOS and its network of service providers, agent or agents are expressly released and will be held harmless for cases in which fortuitous events cause delays or prevent the rendering of services due to acts of natural catastrophes, strikes, riots, wars, lock-outs, invasions, sabotage, hostilities, rebellion, insurrection, governmental decree, terrorism, popular uprisings or any other overpowering force including nuclear, biological or chemical. Whenever elements of nature are involved, **MAS SERVICIOS** promises to make every effort to meet its commitments once the impeding cause has ceased.

XIII. RESOURCE

MAS SERVICIOS reserves the right to demand reimbursement from the Beneficiary for any expenses paid in error in the event **MAS SERVICIOS** provided services or benefits not considered appropriately under the Plan or rendered outside the period of validity.

XIV. DISCLAIMER

The service provided by **MAS SERVICIOS** in accordance with the terms of these general conditions and the travel assistance contract, is limited solely and exclusively to provide the Beneficiary with access to professionals for the provision by the latter, under its sole and exclusive responsibility, medical, dental, pharmaceutical, legal and/or general assistance services. In this way, **MAS SERVICIOS** will not be liable in any way, either directly or indirectly, for any claim that the Beneficiary may make for the provision of the services carried out by any of the aforementioned professionals.

MAS SERVICIOS, will not be liable and will not indemnify the Beneficiary for any type of damage, injury or illness caused by having provided the Beneficiary with his request, people or professionals to assist him medically, dentally, pharmaceutically or legally. In these cases, the person or persons designated by **MAS SERVICIOS** will be held as agents of the Beneficiary, without possible recourse of any nature or circumstance against **MAS SERVICIOS**, because of such designation. **MAS SERVICIOS** strives to make available to passengers the best health professionals and the best means, however **MAS SERVICIOS**, can never be held totally or partially as responsible for availability, quality, results, lack of attention, medical services and/or malpractice of said professionals or entities, as they are conditions that are completely outside of **MAS SERVICIOS** control.

XV. TERMINATION

Any claim the Beneficiary may have that gives rise to the obligations that **MAS SERVICIOS** should or could assume under these General Conditions will terminate unless received in writing within a period of 30 (thirty days) consecutive days after the end of the validity of the voucher.