

VIVA

MEDICAL EMERGENCIES

**GENERAL
CONDITIONS**

To request information or to make a claim, contact us:

- Mexico City and metropolitan area: + 52 (55) 51 69 37 53
- The rest of Mexico: 01 800 890 6003
- E-mail: vivaseguros@mapfre.com

Available 24 hours a day, 365 days a year

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A. SUMMARY OF ASSISTANCE SERVICES.

“VIVA MEDICAL EMERGENCIES”

ASSISTANCES	BASIC PLAN	PREMIUM PLAN
	LIMIT IN MXN (MEXICAN PESOS)	LIMIT IN MXN (MEXICAN PESOS)
Assistance with Medical Costs due to Accident or Illness	Up to \$25,000	Up to \$25,000
Emergency Dental Costs	Up to \$5,000	Up to \$5,000
Repatriation of Remains or Medical or Funeral Evacuation		Up to \$50,000
Medical assistance over the phone	Unlimited	Unlimited
Visual aids assistance		Included
Dental assistance		Included
Sending of an ambulance in case of Emergency		1 event during the period of validity
Access to the Medical Discounts Network		Included
Medical referral in case of hospitalisation		Included

B. WHAT TO DO IF YOU NEED IMMEDIATE ASSISTANCE OR INFORMATION

If you require information from your **VIVA MEDICAL EMERGENCIES** Service or an Assistance Service, you must contact our Call Centre immediately before making use of any Assistance Service, by calling the following numbers or sending an email to:

México City and metropolitan area:

Rest of the Republic:

Email:

+52 (55) 51 69 37 53

01 800 890 60037

vivaseguros@mapfre.com

The **MÉXICO ASISTENCIA** Call Centre, operates 24 hours a day, 365 days a year.

NOTE: **MEXICO ASISTENCIA** WILL NOT PROVIDE COVER OR ASSISTANCE SERVICES UNLESS PRE-APPROVAL HAS GIVEN VIA OUR CALL CENTRE SUPPORT TEAM.

C. GENERAL PROVISIONS.

“**VIVA MEDICAL EMERGENCIES**” is a set of Assistance Services managed by **MÉXICO ASISTENCIA S.A. DE C.V.** a company of the **MAPFRE GROUP**, the objective of which is to compensate the costs incurred and deriving from an Accident, Illness, Ailment, damage or loss during a National and International Journey acquired with **VIVAAEROBUS** and having as its limit the maximum amount stipulated for each Benefit.

MÉXICO ASISTENCIA will manage and coordinate the Services provided through a network of qualified professionals, the duration and application of which will be subject to the Clauses, Terms and Exclusions of the General Conditions set out as follows.

D. TERRITORIAL SCOPE.

The Services referred to in these General Conditions will be valid within the Mexican Republic and in the United States of America, only in the destinations where **VIVAAEROBUS** operates and depending on each service with a specified territorial scope.

In those cities or towns where there is no appropriate network of professionals or infrastructure to provide the Assistance Services, the User may arrange for the required Service, provided that they have previously called **MÉXICO ASISTENCIA** to report the situation and request authorisation to arrange for the service on their own, which will be expressly confirmed to the User.

Claims in countries other than those where **VIVAAEROBUS** operates will be excluded.

E. VALIDITY OF THE SERVICES.

The Services under the plans provided by **MÉXICO ASISTENCIA** will be provided 4 (four) hours before departure of the flight and up to a maximum of 3 (three) days after arrival on a single or return ticket. However, provided that the Assistance Service was initiated within the validity period mentioned above, the User will be entitled to continuity of the Services even after expiry of the period, as long as the contractual limits and amounts are observed.

Expiry of validity will automatically imply interruption of all Services meaning that Services may not be requested subsequently to the validity of the product in question.

When the User unexpectedly interrupts their journey, irrespective of the reason, and returns to their Usual Place of Residence, the contracted plan will cease to be valid as of that moment. In such a case, the User may not claim any reimbursement for the period of time not elapsed or used.

F. DEFINITIONS.

Whenever the terms defined below are used, they will have the meaning here given.

Accident: any sudden and unforeseeable event deriving from a violent, external cause unrelated to the User's intent, which endangers the health and integrity of the User, occurring within the contracted period of validity, in the course of the journey and causing bodily injury to the User.

Airline: company legally constituted and authorised to provide the service of public passenger transport with established routes subject to regular itineraries using aircraft and whose flights between airports on land are legally established.

Aircraft: aeroplane operated by a duly authorised airline the purpose of which is to provide a commercial service of public passenger transport with established routes and subject to regular itineraries.

Flight Ticket: this is the instrument or receipt issued by the airline **VIVAAEROBUS** pursuant to applicable and current regulations.

Unforeseeable: event that occurs at random, the origin of which is not attributable to anyone.

Checked-in Luggage: personal items belonging to the User that are carried in a suitcase or suitcases during the journey for transport by the airline and that have been checked-in by the airline and are in its custody with a receipt having been issued as accreditation of this check-in.

Medical Emergency: pathological condition that is sudden or accidental in nature and that is a threat to life, the viability of any of the body's organs or the integrity of the User.

Illness: any health alteration (ailment, condition or pathology) suffered suddenly, manifesting for the first time in the course of the journey and during the period of validity of the contracted product, the diagnosis and confirmation of which is made by a legally qualified doctor as requiring medical or surgical treatment and that is not comprised within either of the two following groups:

Congenital illness: disease existing at the time of birth as a consequence of hereditary factors, an aggravation of conditions or illnesses acquired during gestation.

Pre-existing illness: suffered by the User prior to the date of contracting the Service and irrespective of the time at which it manifests and whether or not it is known by the User.

Serious illness: a health alteration that implies hospitalisation and which, in the opinion of the medical team of **MÉXICO ASISTENCIA** makes it impossible for the User to start or continue their journey on the contemplated date or that entails a risk of death.

Strike: Employee labour dispute involving a refusal to work with a view to obtaining better job or social conditions and entailing a delay in the departure or arrival of the aircraft belonging to the airline with which the service has been contracted.

Usual Place of Residence: city or town where the User habitually resides and to which the contemplated repatriations and emergency return journeys will be made.

Congenital illness: disease existing at the time of birth as a consequence of hereditary factors, an aggravation of conditions or illnesses acquired during gestation.

Pre-existing illness: suffered by the User prior to the date of contracting the product irrespective of the time at which it manifests and whether or not it is known by the User.

Terrorism: violent form of fighting of a person or persons who in their own name or representing others or in connection with any organisation seek to destroy the established order or to create a climate of fear and insecurity by causing injury or death to one or more persons.

User: any person who has acquired through **VIVAAEROBUS** any of the Services available, and who will be the person entitled to access the Assistance Services; the User will also be known as the Passenger, excluding personnel in the service of the aircraft such as pilots, flight stewards and the crew in general.

Travel: journey from the moment of the User's departure from their Usual Place of Residence on a provisional basis for pleasure, business or study until their return to their Usual Place of Residence. In all cases, the User must duly accredit the date of departure and the duration of travel, and **MÉXICO ASISTENCIA** may require presentation of all documentation required in order to verify such accreditation. The User's refusal to present such documentation will relieve **MÉXICO ASISTENCIA** from having to provide any service whatsoever.

Flight: the journey from the moment the User has duly checked-in and proceeded with the boarding card in hand to the allocated boarding gate at the airport of departure, until descending from the aircraft at the airport of arrival.

G. DESCRIPTION OF ASSISTANCE SERVICES.

The Assistance Services and Cover included in the descriptions below will be coordinated and provided by **MÉXICO ASISTENCIA** and will be effective only if the User contacts the Call Centre before making use of them.

1. MEDICAL COSTS FOR ACCIDENT OR ILLNESS.

If as a direct consequence of an accident or illness occurring during the journey the User needs to undergo medical treatment or a surgical intervention, hospitalisation, or to make use of the services of a nurse, ambulance or medicines, **MÉXICO ASISTENCIA** will take charge of arranging and paying for the costs of hospitalisation, surgical interventions, medical fees, nursing costs and the medicines prescribed by the attending Doctor up to the amount of \$25,000.00 MXN (twenty five thousand Mexican pesos 00/100 MXN).

This service will be provided with a limit of 1 (one) event while the Service is in force.

MEDICAL AND HOSPITAL EXCLUSIONS:

The provision of the medical costs and costs of accidents is expressly excluded in the following cases:

- a) Pre-existing, congenital and/or recurrent illnesses whether known or not by the User, along with the aggravation and consequences of same. These will be determined by the company's medical department.
- b) Assistance in relation to illnesses or pathological conditions produced by the voluntary ingestion of alcohol, drugs, toxic substances, narcotics or Medicines acquired without a medical prescription.
- c) Conditions, injuries and their consequences or complications resulting from treatments and care not provided by professionals not belonging to the company's medical team.
- d) States of pregnancy, labour, pregnancy complications or voluntary terminations of pregnancy.
- e) Any implantation, replacement and/or repair of orthopaedic devices, hearing aids, lenses, contact lenses.
- f) Transplants of any type of organ or tissue.
- g) Mental illnesses, psychiatric disorders, depressions or any type of mental or nervous disease.
- h) Medical assistance in hospital if the medical expense is incurred against the opinion of a doctor.
- i) Routine medical check-ups or examinations.
- j) Cosmetic treatments, aesthetic or reconstructive surgery, or weight reduction treatments.
- k) Rehabilitation treatments or physical recovery therapies not caused by an accident
- l) All types of endemic diseases and/or epidemics, including AIDS, HIV, and sexually transmitted diseases (STDs).
- m) High blood pressure and all consequences and results of same, including blood pressure controls.
- n) Infectious diseases, such as sleeping sickness, malaria, yellow fever, and in general diseases of any nature, fainting, stroke, apoplexy, epilepsy or epilepsy-like conditions.
- o) Injuries resulting from intentional actions, whether through aggression against oneself or by inciting third parties to harm the User.
- p) Injuries resulting from practising high risk sports not covered.
- q) Injuries caused by direct or indirect participation in demonstrations and/or protests.
- r) Injuries as a consequence of surgical interventions or medical treatment caused by an uncovered accident
- s) Accidents legally considered to be occupational or labour-related accidents, resulting from the risks inherent to the User's occupation.

2. EMERGENCY DENTAL COSTS.

MÉXICO ASISTENCIA will cover initial emergency palliative dental care that the User requires in case of accident or critical dental problems requiring urgent attention during the User's travel and with an established maximum limit of up to \$5,000.00 MXN (five thousand Mexican pesos 00/100 MXN).

These Services are subject only to treatment of the pain, infection and extraction of teeth required to alleviate the pain or to reduce the emergency situation.

This service will be provided with a limit of 1 (one) event while the Service is in force.

EXCLUSIONS FROM EMERGENCY DENTAL COSTS

Alveolar, maxillofacial, and gingival treatments and complications of same are excluded, and also dentures, except those deriving from the emergency and causing injury to the teeth.

3. REPATRIATION OF REMAINS OR FUNERAL TRANSFER TO THE USUAL PLACE OF RESIDENCE

In the event of the User's death during the journey and within the Mexican Republic, **MÉXICO ASISTENCIA** will manage and cover the costs of the funeral transfer to the usual place of residence. The Services include the compulsory coffin for national transport, administrative procedures, funeral procedures, transport of the corpse by the means deemed most appropriate by **MÉXICO ASISTENCIA** and everything related to the funeral transfer in question.

If the death has occurred outside of the Mexican Republic, the Service of repatriation of the mortal remains will only include the transfer of ashes.

These Services will be subject to the laws and policies applicable in the respective Country or Countries.

EXCLUSIONS FROM THE REPATRIATION OF REMAINS OR FUNERAL TRANSFER SERVICE.

This benefit is excluded if:

- The death is the result of suicide.
- The contracted plan is no longer valid and in force.

4. MEDIPHONE (Medical Advice over the Phone)

This Service provides medical consultations over the phone 24 hours a day, 365 days a year, regarding health issues that may affect the User in connection with the following, provided that this advice will not be for the purposes of issuing a prescription and/or diagnosis of any type of ailment:

- Medical emergencies and first aid
- Adverse reactions to any type of medicine
- Information on the side effects and contraindications of medicines (without issuing prescriptions, or treatments)
- Hygiene recommendations
- Effects and evolution of various treatments
- In the opinion of the Medical team, recommendation to visit the doctor
- Information on illnesses
- Information on diagnostic tests
- Advice on medical specialisations

The Medical Team of **MÉXICO ASISTENCIA** will advise as they deem appropriate and refer the User to the hospital they consider to be most suitable, if necessary.

MÉXICO ASISTENCIA will not, under any circumstances, be responsible for the actions or omissions of Users in relation to following the medical advice provided, being limited to answering the questions made by the User based on the information provided by the latter.

When the enquiry derives from an urgent clinical situation, the emergency Services will be called upon, or the User will be directed to their GP or the corresponding specialist

The number of times Medical Advice can be given over the Phone is UNLIMITED

5. VISUAL AIDS ASSISTANCE.

The User will be entitled to the following services through the professional of the Network of professionals and technicians:

- Eyesight test AT NO COST
- Case AT NO COST if acquiring lenses at a preferential price
- Eyeglass frames for graduated lenses at a preferential price
- Replacement of lenses at a preferential price
- Lenses at a preferential price
- Discounts on uncovered items.
- The User will have access to two different packages within the network:

DELTA Package

Delta model graduated eyeglass frames with CR-39 single vision white lenses or bifocal flap top (Finished) lenses up to \$850.00MXN retail price, or alternatively soft annual-use contact lenses (non cosmetic).

Delta price starting at \$299.00MXN (two hundred and ninety nine Mexican pesos 00/100 MXN) VAT included.

GAMA PLUS Package

Gama Plus (Plus Range) models graduated eyeglass frames with CR-39 single vision white lenses or bifocal flap top lenses (Finished)* up to \$1,600.00MXN retail price.

Gama Plus price starting at \$699.00MXN (six hundred and ninety nine Mexican pesos 00/100 MXN) VAT included.

* CR-39 single vision white lenses (finished) refer to prefabricated lenses 100% finished, fully graduated, comprising the following dioptries sph +/- 4 with cyl -2.

** Bifocal flap top lenses (finished) refer to prefabricated lenses 100% finished, fully graduated, comprising the following dioptries sph +/- 3 with add + 3.

*** Replacements (as many as necessary) paying the price of the package.

EXCLUSIONS FROM THE VISUAL AIDS PROGRAMME.

Restrictions and concepts not included which, in the event, the User or the User's relative will pay separately if required and subject to the following conditions:

- Cosmetic, hard or special contact lenses.
- Special cases, liquids and solutions.
- Discounts will not apply on the optician's existing promotions.
- Restrictions agreed to by the optician with line suppliers will apply.
- Medicines.
- Any service provided outside of national territory.
- Any additional treatment to CR-39 single vision finished white lenses.
- Any additional treatment to bifocal flap top finished white lenses.
- Any product or service not described in the table of packages.
- Restrictions agreed to by the optician with line suppliers will apply.
- The service does not entail payment or reimbursement of expenses by the SERVICE PROVIDER to the User or the User's Relatives. THE SERVICE PROVIDER will not provide the eyesight test or the lenses, cases, frames or other discounts or services not included, but rather the professionals or technicians of the network with whom the service is managed.

This service will be provided with a limit of 1 (one) event while the service is in force and only within the Mexican Republic.

6. DENTAL ASSISTANCE.

The User will be entitled to the following services AT NO COST through the dental professionals of the Network of Dentists:

- Consultation (with prior appointment) whether preventive or for diagnostic purposes, comprising study of the medical history, valuation and brushing technique. – Only the first history consultation.
- Oral Consultation and Emergency Service (acute pain) *
- Detailed Evaluation (for diagnosis and control).
- Panoramic X-ray (for diagnosis).
- Prophylaxis in Adults.
- Instruction on Oral hygiene and Nutritional information.
- Discounts on non-tabulated treatments, of up to 30% on the prices normally charged - With no limit of events.
- Preferential prices on 160 tabulated and published treatments (see table below) guaranteeing that this is the maximum price that the dentist will charge directly - With no limit of events.

SERVICE GUARANTEES.

1. If the requested provider is unavailable:

Within no more than 2 working days, the User will be informed of the nearest provider.

If the User already relies on or wishes to recommend a specialist in the service, the User will be asked to provide details so as to affiliate the specialist to the network. The time it takes to affiliate the replacement Provider is 2 to 5 working days.

2. Preferential prices and discounts

If the provider charged more or did not apply the discount or cost-free benefits, **MEXICO ASISTENCIA** will reimburse the difference between the value charged and the tabulated value. **MEXICO ASISTENCIA** will make this reimbursement within a period not exceeding 10-15 working days, in line with the procedure.

3. Dental Emergency.

The User is given medical advice over the phone and offered an appointment with and referred to a provider who can attend the emergency, if the User does not accept this referral, MEXICO ASISTENCIA will request details of the User's usual and customary provider so that MEXICO ASISTENCIA can arrange for the emergency attention. Dental Emergency assistance refers only to the elimination of acute pain.

If the Dental Emergency is within normal working hours (subject to the availability of the Dentist in the region) it is COST-FREE for the client. If it is outside of normal working hours, it is charged to the client.

EXCLUSIONS FROM THE DENTAL PLAN.

The dental plan will not cover the following items:

- Any treatment given by a Dentist NOT forming part of the Network.
- Any type of medicine.
- General anaesthesia or sedation.
- Hospital costs.
- Complications arising during or after the treatment due to negligence by the patient not following the instructions of the dentist providing treatment.

The service does not entail payment or reimbursement of expenses by THE SERVICE PROVIDER to the User or the User's Relatives. THE SERVICE PROVIDER will not provide the dental service, but rather the professionals of the network managed by THE SERVICE PROVIDER.

This service will be provided with a limit of 1 (one) event while the service is in force and only within the Mexican Republic.

7. SENDING OF A GROUND AMBULANCE IN CASE OF EMERGENCY OR SERIOUS ILLNESS.

If the User suffers a medical emergency due to an accident and/or serious illness, and requires transfer by ground ambulance in the opinion of the medical team, MEXICO ASISTENCIA may be requested by a telephone call 24 hours a day, 365 days a year, to send the ambulance to the specified address and to the nearest hospital. MEXICO ASISTENCIA will assume the costs of this transfer.

This service will be provided with a limit of 1 (one) event while the service is in force.

8. ACCESS TO THE MEDICAL REFERENCES AND DISCOUNTS NETWORK.

The User will have access to:

- a. Consultations with first contact Doctors: If the User requires first contact Medical care for a simple pathology that can be resolved at a clinic, they will have access to the following specialities: General Practitioner, Paediatrics and Gynaecology. These consultations will be affordable and for the account of the User at costs starting from \$350.00MXN (three hundred and fifty Mexican pesos 00/100 MXN).
- b. Consultations with Medical Specialists: If the User requires medical attention for specific pathologies of any organ or system, reference will be provided to a specialist doctor where the User will have access to all specialities according to their need. All consultations will be affordable and for the account of the User at costs starting from \$500.00MXN (five hundred Mexican pesos 00/100 MXN).
- c. General Medical consultations at home from \$350.00MXN (three hundred and fifty Mexican pesos 00/100 MXN) for the account of the User.
- d. Special access to the Medical Network of Audiology, Speech Therapy, Orthotics and Prosthetics (discounts from 15% to 40%).
- e. Discounts from 10% and up to 50% on Laboratories and studies referring to Blood Biometry, Blood Chemistry, VDRL, HIV, Prostate-specific Antigen, Mammograms, Spirometries, and Glycosylated Haemoglobin, among others.

The number of times the Medical References and Discounts Network can be accessed is UNLIMITED and is valid only within the Mexican Republic.

H. SUBROGATION OF RIGHTS.

MÉXICO ASISTENCIA will be subrogated up to the amount paid against third parties in all rights and actions that would correspond to the User in the light of the damage sustained, up to the limit of the value paid or reimbursed under these General Conditions against those who through their actions or omissions have caused or concurred in the damage caused, with the User undertaking to provide the necessary means for enforcement of this subrogation.

I. GENERAL EXCLUSIONS.

EXCLUSIONS FROM ASSISTANCE OVER THE PHONE

Services provided over the phone may under no circumstances be considered and/or replace the Services of Doctors or medical diagnosis needed to prescribe and provide medical treatment. Therefore, they do not include the following activities:

- Diagnosis of illnesses
- Prescription of Medicines
- Receipt and/or interpretation of reports and tests
- Reports or comments in writing
- Direct care in emergency situations of any type
- Review or comment on the advice, assessment, diagnosis or prescription given by a doctor or health professional, being limited to answering the questions made by the User based on the information provided by the User.

EXCLUSIONS FROM THE SERVICES IN GENERAL.

Causes that exclude the Assistance Services are:

- When the User causes or intentionally provokes and event that gives rise to the need for any of the Services to be provided
- When the User does not provide true and relevant information, which on account of its nature prevents due attention being given to the situation requiring assistance.
- When the User fails to accredit their identity as the person entitled to receive the assistance service.
- When the User fails to comply with any of the obligations set out in the general conditions.
- The User will not be entitled to reimbursement without previously contacting **MÉXICO ASISTENCIA**.
- Assistance Services that the User may have arranged for, contracted and paid for at their own expense, without the prior authorisation of **MÉXICO ASISTENCIA**.
- **MÉXICO ASISTENCIA** will not be responsible for delays or non-fulfilment brought about by causes of force majeure or due to the special policing or administrative characteristics of the place where the Assistance Services must be provided.
- The Services are excluded when they derive directly or indirectly from: Strikes, war, invasion of foreign enemies, hostilities (whether or not war has been declared), rebellion, civil war, insurgency, terrorism, pronouncements, demonstrations, popular uprisings, radioactivity or any other cause of force majeure.
- Psychiatric or psychological diseases, or mental alienation.
- Pathological effects due to the consumption of any form of toxic substances, drugs or major or minor medications whether legal or illegal ingested to excess (excluding in case of medical prescription).
- Any intentional incident, including participation in criminal acts.