

GENERAL CONDITIONS

**NON-RESIDENT  
PRIVATE AUTO  
LIABILITY  
INSURANCE**



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LIABILITY INSURANCE**

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# PART 1 – LIABILITY COVERAGE INSURING AGREEMENT

- A. We will pay damages for bodily injury or property damage, other than punitive or exemplary damages, for which you become legally responsible because of an auto accident arising out of the ownership, maintenance, or use of a covered vehicle. Property damage includes loss of use of the damaged property. Damages include prejudgment interest awarded against you. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. The duty to settle or defend does not apply if we have not been given notice of suit or the opportunity to defend an insured person.

## SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an insured person:

1. Up to \$100 for the cost of bail bonds required because of an auto accident including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest that accrues after judgment is entered in any suit we defend. We will not pay interest that accrues after we have offered to pay up to the limits you selected.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

## EXCLUSIONS

**A. Coverage under this Part 1, including our duty to defend, does not apply to:**

1. **Any insured who intentionally caused bodily injury or property damage even if such bodily injury or property damage is of a different kind or degree than expected or intended, or such bodily injury or property damage is sustained by a different person or persons expected or intended.**
2. **Workers Compensation. Any obligation for which the insured or the insured's insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.**
3. **Employee Indemnification and Employer's Liability... bodily injury to (a) any employee of the insured arising out of and in the course of employment by the insured; or (b) the spouse, child, parent, brother, or sister of that employee as a consequence of paragraph (a).**

4. **Fellow Employee.** Bodily injury to any fellow employee of the insured arising out of and in the course of the fellow employee's employment.
5. **Care, Custody or Control.** Property damage to property owned or transported by the Insured or in the Insured's Care, Custody or Control.
6. **Handling of Property.** Bodily Injury or Property damage resulting from the handling of property or movement of property by any mechanical device: [a] before it is moved from the place where it is accepted by the Insured for movement into or onto the automobile/truck or [b] after it is moved from the automobile/truck to the place where it is finally delivered by the insured.
7. **Bodily injury or property damage arising out of the ownership, maintenance, or use of a covered vehicle while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazine, food, any other products, and/or while being used for commercial or business purposes.**
8. **Any liability assumed by an insured person under any contact or bailment, including, but not limited to rental vehicles.**
9. **Bodily injury or property damage to an insured person, relative, or anyone occupying a covered vehicle.**
10. **While employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing, parking, leasing, delivering, repossessing, or testing vehicles. This exclusion (10.) does not apply to the ownership, maintenance or use of your covered vehicle by: a. you; b. any relative; or c. any partner, agent or employee of you.**
11. **Bodily injury or property damage resulting from any prearranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity.**
12. **Bodily injury or property damage due to nuclear reaction or radiation.**
13. **Bodily injury or property damage caused by an intentional act of an insured person or at the direction of an insured person.**
14. **Property damage to any property owned by, rented to, being transported by, used by, or in the care, custody or control of an insured person.**
15. **Bodily injury or property damage caused by any driver, of a covered vehicle, who is under the age of twenty-one (21) or over the age of seventy-five (75) unless:**
  - a. **that driver is listed on the Declaration Page or Certificate of Insurance and;**

- b. Additional premium has been included.
16. Bodily injury or property damage arising out of the ownership, maintenance, or use of a covered vehicle with United States registration unless the vehicle is registered in both the United States and Mexico.
  17. Bodily injury or property damage arising out of the ownership, maintenance, or use of a covered vehicle that is primarily garaged and operated in the United States.
  18. Bodily injury or property damage caused by any driver who operates a covered vehicle without a current and valid driver's license.
  19. Bodily injury or property damage caused by any driver who permanently resides in any country other than Mexico.
  20. Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants. This exclusion does not apply to fuels, lubricants, fluids, exhaust gases, or other similar pollutants that are needed, and the actual, alleged or threatened discharge, dispersal, release or escape is caused by an accident. Pollutants means any solid, liquid, gaseous, thermal irritant, or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
  21. Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil insurrection, rebellion, revolution or terrorist attacks.
  22. Bodily injury or property damage arising out of the ownership, maintenance, or use of a covered vehicle while being used in any illegal transportation or trade.
  23. Bodily injury or property damage arising out of the ownership, maintenance, or use of a covered vehicle while it is being rented, leased, sold, or under a conditional sales agreement by you to another.
  24. Bodily injury or property damage arising out of an accident involving a covered vehicle while the insured has a permanent or primary residence in the United States.
  25. Bodily injury or property damage arising out of an accident involving a covered vehicle while towing a trailer or another vehicle, unless:
    - a. the total number of axels on the trailer or vehicle do not exceed two (2) and;
    - b. Additional premium has been included for the specific vehicle.
  26. Bodily injury or property damage caused by a person using a vehicle without the reasonable belief that that person is

**entitled to do so. This exclusion (26.) does not apply to you or a relative while using your vehicle.**

- 27. Bodily injury or property damage for any punitive or exemplary damages awarded against any insured.**

**B. We do not provide Liability Coverage for the ownership, maintenance or use of:**

- 1. Any vehicle, other than your covered vehicle.**

## **LIMIT OF LIABILITY**

- A. If separate limits of liability for bodily injury and property damage liability are shown in the declarations for this coverage the limit of liability for “each person” for bodily injury liability is our maximum limit of liability for all damages for bodily injury sustained by any one person in any one-auto accident. Subject to this limit for “each person”, the limit of liability shown in the Declarations for “each accident” for bodily injury liability is our maximum limit of liability for all damages for bodily injury resulting from any one-auto accident. The limit of liability shown in the Declarations for “each accident” for property damage liability is our maximum limit of liability for all damages to all property resulting from any one-auto accident. If the limit of liability shown in the Declarations for this coverage is for combined bodily injury and property damage liability, it is our maximum limit of liability for all damages resulting from any one-auto accident. This is the most we will pay regardless of the number of:
1. Insured persons;
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the auto accident. We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision will not change our total limit of liability.
- B. A vehicle and attached trailer are considered one vehicle. Therefore the Limits of Liability will not be increased for an accident involving a vehicle, which has an attached trailer.

## **OUT OF STATE COVERAGE**

- A. If the state of province has:
1. A financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the limit shown in the Declarations or Certificate of Insurance, your policy will provide the higher specified limit.
  2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a covered vehicle (Mexican registered) in that state or province, your policy will be construct to conform to at least the minimum limits and policy requirements of such state or province.
- B. No one will be entitled to duplicate payments for the same elements of loss. The

amount of medical payments or Personal Injury Protection Benefits (PIP), where applicable, paid under this policy, shall be a credit or offset to the liability limits in the event of a settlement of judgment against an insured person. This offset only applies to the extent the insured person is reviewing a duplication of damages or expenses from an accident.

## FINANCIAL RESPONSIBILITY REQUIRED

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

## OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. We do not provide liability insurance to an insured person for the maintenance or use of a vehicle owned by that insured person, and not listed on the Declaration Page or Certificate of Insurance.

## PART 2 – MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT

- A. We will pay reasonable and customary expenses incurred for necessary medical and funeral services because of bodily injury:
1. Caused by an auto accident; and
  2. Sustained by an insured person. We will pay only those expenses incurred within one year from the date of the accident.
- B. "Insured person" as used in this Part means:
1. You or any relative
    - a. while occupying; or
    - b. when stuck by; a motor vehicle designed for use mainly on public roads or a trailer or any type.
  2. Any other person while occupying your covered vehicle.

## EXCLUSIONS

**We do not provide Medical Payments Coverage for any person for bodily injury:**

1. **Sustained while occupying your covered vehicle when it is:**
  - a. **Being used to carry persons for a fee;**
  - b. **Being used to carry property for compensation or a fee, including, but not limited to, delivery of magazine, food, or any other products and/or while being used for commercial or business purposes or;**
  - c. **While being rented, leased, sold, or under a conditional**



**sales agreement by you to another. This does not apply if you or any relative lends your covered vehicle to another for reimbursement or operating expenses only.**

- 2. Sustained while occupying any vehicle used as a residence or premises.**
- 3 Occurring during the course of employment if workers' compensation benefits are required or available for the bodily injury.**
- 4. Sustained while occupying or, when struck by, any vehicle (other than your covered vehicle), which is:**
  - a. Owned by you; or**
  - b. Furnished or available for your regular use.**
- 5. Sustained while occupying or, when struck by, any vehicle (other than your covered vehicle) which is:**
  - a. Owned by any relative; or**
  - b. Furnished or available for the regular use of any relative. However, this exclusion (7.) does not apply to the named insured.**
- 6. Sustained while occupying a vehicle without a reasonable belief that that person is entitled to do so. This exclusion (8.) does not apply to you or any relative while using your covered vehicle.**
- 7. Sustained while occupying a vehicle when it is being used in the business or occupation of an insured person. This exclusion (9.) does not apply to bodily injury sustained while occupying a:**
  - a. Private passenger auto;**
  - b. Pickup or van that you own; or**
  - c. Trailer used with a vehicle described in 9.a. or 9.b. above.**
- 8. Sustained by or as a consequence of: a. discharge of a nuclear weapon (even if accidental); b. war (declared or undeclared); c. civil war, d. insurrection; or e. rebellion or revolution.**
- 9. From or as a consequence of the following whether controller or uncontrolled or however caused:**
  - a. Nuclear reaction;**

- b. Radiation; or
  - c. Radioactive contamination.
10. Arising of an accident involving a vehicle while being used by a person employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing, parking, leasing, delivering, repossessing, or testing vehicles. This exclusion (10.) does not apply to the ownership, maintenance or use of your covered vehicle by: a. you; b. any relative; or c. any partner, agent or employee of you or any relation using a covered vehicle.
11. Resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity.
12. Sustained by any person while occupying a covered vehicle without the express or implied permission of you or a relative.
13. If the person is a driver of a covered vehicle and is under the age of twenty-one
- (21) or over seventy-five (75) unless:
- a. that driver is listed on the Declaration Page or Certificate of Insurance and;
  - b. Additional premium has been included.

This exclusion (15.) does not apply to a passenger occupying a covered vehicle.

14. Arising out of an accident involving a covered vehicle while towing a trailer or another vehicle, unless:
- a. The total number of axels for the trailer or vehicle do not exceed two (2) and;
  - b. Additional premium has been included.
15. Who incurs medical expenses from a physician or other health care provider established in any country other than the United States or Mexico. This exclusion (15.) does not apply to funeral expenses.

## LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations or Certificate of Insurance for this coverage is our maximum limit of liability for each person injured in any one-auto

accident. This is the most we will pay regardless of the number of:

1. Insured persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Auto Liability or Uninsured/Underinsured Motorists Coverage provided by this policy.
- C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any auto Liability or Uninsured/Underinsured Motorists Coverage provided by this policy.

## **OTHER INSURANCE**

If there is other insurance or policy coverage on the same basis, either excess or primary, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

## **REIMBURSEMENT**

We shall have a right to be reimbursed those sums of money we pay to, or on behalf of, either you, and/or any other insured person, for medical services per PART 2 of this insurance policy. This right of reimbursement only applied in the event you, and/or any other insured whom has received medical payments hereunder, subsequently:

1. Makes or presents a claim for bodily injury to a third-party who is alleged to be responsible for causing, in whole or in part, the motor vehicle accident; and
2. The motor vehicle accident is the same event for which we made medical payments under this policy; and
3. The third-party, and/or its' insurance carrier, either pays a judgment and/or settles such bodily injury claim with you and/or any other insured who received medical payment through this policy.

In the event 1. through 3. occurs, we are entitled to the full of the monies we advanced in medical payments out of any recovery from such third-party/third-party insurance carriers. If there are more than one (1) third-party or third-party tortfeasors, our right of reimbursement exists as to all such settlements/judgments to the extent we have been fully reimbursed.

## **ASSIGNMENT OF BENEFITS**

Payment for medical expenses will be paid directly to a physician or other health care provider if we receive a written assigned signed by the insured person to whom such benefits are payable. We also have the right to make direct payment to physician or health care provider as we consider appropriate.

## **PART 3 – TOWING ASSISTANCE**

We will pay up to \$75.00 as reimbursement for towing services due to an insured vehicle becoming disabled. A maximum of two (2) tows will be paid during each one year policy

term. A receipt from a towing vendor licensed to do business in the United States must be submitted for reimbursement under this coverage.

## EXCLUSIONS

1. **Excludes coverage in Mexico.**
2. **Any taxes or fines charged by local law enforcement.**
3. **Towing as a result of a collision, fire, flood or vandalism loss.**
4. **Towing as a result of the insured vehicle being illegally parked or seized by law enforcement.**
5. **Towing at the direction of law enforcement officers for obstruction of traffic, seizure, abandonment, illegal parking or any other law violation.**
6. **Towing by unauthorized agencies or shops.**
7. **Coverage will not be provided in emergencies arising from using alcohol or drugs, or using the insured vehicle for illegal purposes.**
8. **Damages to the insured vehicle caused while the vehicle is disabled or while the vehicle is being towed.**
9. **The cost of any parts, tires, keys, or fluids the insured vehicle may require while being towed.**

## PART 4 – GENERAL CONDITIONS – ALL PARTS OF THE COVERAGE FORM TERRORISM EXCLUSION

Notwithstanding any other provision of this coverage form to the contrary, this insurance does not apply to any loss, cost, expense, damage, injury, or economic detriment, whether arising by contract, operation of law or otherwise, that in any way, directly or indirectly arises out of an “act of terrorism,” as defined in the Terrorism Risk Insurance Act of 2002 (“the Act”)

- A. Under the Act, an “act of terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:
1. To be an act of terrorism;
  2. To be a violent act or an act that is dangerous to:
    - a. Human life;
    - b. Property; or
    - c. Infrastructure;
  3. To have resulted in damage within the United States, or outside of the United States in the case of:
    - a. An air carrier (as defined in 49 U.S.C. Sec. 40102) or a United States flag vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulations in the United States, regardless of where the loss occurs; or
    - b. The premises of the United States mission; and

4. To have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or influence the policy or effect the conduct of the United States Government by coercion
- B. Under the Act, no act will be certified as an “act of terrorism: if
1. The act is committed as a part of the course of a war declared by the Congress; or
  2. Property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- C. A loss resulting from an act this is not certified as “an act of terrorism” under the Act will be final, and will not be subject to judicial review.

## STATE-TO-STATE COVERAGE

While a covered vehicle is in use in any state of the contiguous United States, we will increase the Limit of Liability coverage to meet the limit specified by a compulsory or financial responsibility law in the jurisdiction where the covered vehicle is being used. This policy does not provide other types of coverage (other than Med Pay) including but not limited to, no-fault Personal Injury Protection, uninsured or underinsured motorist protection unless such coverages are mandated in the State where an accident occurs. In that event only the minimum amount of such required coverage will be afforded by this policy.

## DUTIES AFTER AN ACCIDENT OR LOSS

- A. In the event of an accident, claim, suit or loss we must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. If we show that your failure to provide notice prejudices our defense, there is no liability coverage under the policy.
- B. A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  2. Immediately and promptly send us copies of any demands, notices, summons, or legal papers received in connection with the accident or loss, and assume no obligation, make no payment or incur no expenses without our consent, except at your own cost.
  3. Submit, as often as we reasonably require to an examination under oath.

## POLICY CHANGES

This policy, your application for insurance, and endorsements issued by us to this policy contains all the agreements between you and us. Subject to the following, its terms may not be changed or waived except by an endorsement issued by us.

The premium for each listed driver or listed vehicle is based on the information we have received from you or other sources. You agree to cooperate with us in determining if this

information is correct and complete, and you will notify us if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, we may adjust your premium during the policy period, or take other appropriate action. To properly insure your vehicle, you must promptly notify us when:

1. You changed your address or phone number;
2. Your covered vehicle is primarily garaged at an address other than the address listed on the Declarations or Certificate of Insurance;
3. You make physical or mechanical modification to a covered vehicle.
4. You acquire a replacement vehicle.

We may void coverage under this policy if you or an insured person fails to promptly notify us.

Changes that may result in premium adjustment are contained in our rates and rules. These include, but are not limited to:

1. Changes in the number, type or use classification of a covered vehicle;
2. Changes in operators using covered vehicles;
3. A relative obtaining a driver's license or operator's permit;
4. Changes in the place of principal garaging of any covered vehicle.
5. Changes in coverage or limits of liability; or
6. Changes in rating territory or discount eligibility.

## **FRAUD OR MISREPRESENTATION**

This policy was issued in reliance upon the information you verbally provided to us or information you provided on your insurance application. We may void coverage under this policy if you or an insured person have knowingly concealed or misrepresented any material policy fact or circumstances, or engaged in fraudulent conduct in connection with this insurance, the covered vehicle or your interest in the covered vehicle, at the time this policy, was issued or at any time during the policy period.

We may void this policy or deny coverage for any accident or loss if you or an insured person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct in connection with the presentation or settlement of a claim.

We may void this policy for fraud or misrepresentation even after the occurrence of an accident or loss. This means that we will not be liable for any claims or damages, which would otherwise be covered. If we void this policy, you must reimburse us if we make a payment.

## **PAYMENT OF PREMIUM**

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentation. If the check, draft, or remittance is not honored upon presentation, this policy may, at our option be deemed void from inception. This means that we will not be liable under this policy for any claim or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentation.

If you tender a check, draft, or remittance, to us for any full or partial payment or your premium, other than your initial payment, and the check, draft, or remittance is returned

to us because of insufficient funds, a closed account, or a stop payment, this policy may be deemed void on the day the payment is due.

## LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Liability Coverage, no legal action may be brought against us until:
  - 1. We agree in writing that the insured person has an obligation to pay; or
  - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an insured person.

## TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the accident or loss to impair them.

## OUR RIGHT TO RECOVER PAYMENT

- A. If we make any payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
  - 1. Whatever is necessary to enable us to exercise our rights; and
  - 2. Nothing after loss to prejudice them.

(A release of the insurer of an underinsured motor vehicle does not prejudice our rights.)
- B. If we make any payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
  - 1. Hold in trust for us the proceeds of the recovery; and
  - 2. Reimburse us to the extent of our payment(s).

## POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
  - 1. During the policy period as shown in the Declarations; and
  - 2. Within the policy territory.
- B. The policy territory is the contiguous forty-eight (48) states of the United States of America.

## TERMINATION

- A. Cancellation. This policy may be canceled during the policy periods as follows:
1. The named insured shown in the Declarations may cancel by:
    - a. Returning this policy to us; or
    - b. Giving us advance written notice of the date cancellation is to take effect.
  2. We may cancel by mailing notice to the named insured shown in the Declarations at the address shown in this policy.
  3. After this policy is in effect for 90 days or if this is a renewal or continuation policy, we will for the following reason:
    - a. Misrepresentation by you of any material fact in the procurement or renewal of this policy or in the submission of any claim under this policy; or
    - b. For nonpayment of premium; or
    - c. If your driver's license or motor vehicle registration or that of:
      - (1) Any driver who lives with you; or
      - (2) Any driver who customarily uses your covered vehicle has been suspended or revoked or;
    - d. You are convicted of driving while intoxicated or under the influence of any substance, homicide, or assault arising from the use of any motor vehicle.
  4. Your place of residence, state of registration, or license of a covered vehicle is changed to a state or country not covered by this policy.

If you or us cancel this policy for any reason, any refund due will be computed on a short-term basis.

- B. Automatic Termination. If, at any time, you obtain other insurance on your covered vehicle, any similar insurance provided by this policy will terminate as to that vehicle on the effective date of the other insurance. If we are asked to quote and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period.

Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

- C. Other Termination Provisions.
1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
  2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund promptly. However, making or offering to make the refund is not a condition of cancellation.
  3. The effective date of cancellation stated in the endorsement shall become the end of the policy period.
  4. Any cancellation or restriction of coverage made without your consent will be of no effect, except as:



- a. Provided for in the Termination provision under:
  - (1) Cancellation;
  - (2) Non-renewal; or
  - (3) Automatic Termination; or
- b. Required by law.

## TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations or Certificate of Insurance dies, coverage will be provided for:
  - 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations or Certificate of Insurance.
  - 2. The legal representative of the deceased person as if a named insured shown in the Declarations or Certificate of Insurance. This applies only with respect to the representative's legal responsibility to maintain or use your covered vehicle.
- B. Coverage will be provided until the end of the policy period.

## TWO OR MORE AUTO POLICES

If this [certificate] policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under one policy.

## BANKRUPTCY

The bankruptcy or insolvency of the insured person will not relieve us of any obligations under this policy.

## DEFINITIONS

- 1. "AUTO ACCIDENT" means a sudden, unexpected, and unintentional event involving one or more vehicles.
- 2. "Bodily injury" means bodily harm, or injury, including death that result directly from an accident.
- 3. "Business" includes trade, profession, or occupation.
- 4. "Business Day" means a day other than a Saturday, Sunday, or holiday recognized by the United States.
- 5. "Covered vehicle" means:  
Any specifically described vehicle for which a premium charge is shown in the Declarations or Certificate of Insurance that is either;

- a. A private passenger auto or station wagon registered in Mexico or;
  - b. A pickup or van registered in Mexico with a Gross Vehicle Weight of 10,000 lbs. or less not used for the delivery or transportation of people for a fee, goods, materials, supplies (other than samples), or any other business.
  - c. If a vehicle you acquire replaces one shown in the Declarations or Certificate of Insurance, it will have the same coverage as the vehicle it replaced. You must notify us of a replacement vehicle and we must issue an endorsement for the replacement vehicle. Coverage begins when we issue the endorsement. No coverage will be provided for any vehicle not shown in the Declarations or Certificate of Insurance.
  - d. Any trailer while drawn by or attached to a covered vehicle.
6. "Declarations Page" or "Certificate of Insurance" means the report from us, listing:
- a. The type of coverage you have elected;
  - b. The limit for each coverage;
  - c. The specified vehicles covered by this policy;
  - d. The type of coverage for each such vehicle;
  - e. Other information applicable to this [certificate] policy.
  - f. Proof of civil responsibility.
7. "Loss" means sudden, direct, unexpected and unintentional damage.
8. "Occupying" means in, on, entering or exiting.
9. "Property damage" means physical damage to, or destruction, or loss of use of, tangible property.
10. "Punitive or Exemplary Damages" means those damages awarded against an insured person as a penalty or as monetary punishment due to any reckless or wanton conduct, malice or gross lack of care by an insured person in causing or contributing to an accident.
11. "Relative" means a person residing in the same household as you, and related to you by blood, marriage, or adoption, including a ward, stepchild, or foster child. Unmarried dependent children temporarily away from the home will be considered if:
- a. they are under the age of twenty-five (25) years;
  - b. They intend to continue to reside in your household and;
  - c. They are a student
12. "Suit" means a civil proceeding in which damages because of bodily injury or property damage to which this insurance applies are alleged. Suit includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
13. "Trailer" means a vehicle designed to be pulled by a:
- a. Private passenger auto; or
  - b. Pickup or van.

It does not include a mobile home, travel trailer, or a trailer used as an office,

- store, restaurant, display, or passenger conveyance.
14. "Vehicle" means a land motor vehicle designed for travel on public road with at least four (4) wheels. Vehicles not registered in Mexico are excluded.
  15. "We", "Us", and "Our" refer to the company providing this insurance as shown on the Declaration Page or Certificate of Insurance.
  16. "You", "your", and "insured person" mean the person shown as the named insured on the Declaration Page of Certificate of Insurance, or anyone else using, with your permission, a covered vehicle.

**In Witness whereof**, the company has caused this policy to be executed and attested.

*Robert E. McKenna*

Treasurer





MAPFRE TEPEYAC, S.A., hace de su conocimiento que los datos personales recabados, se tratarán para todos los fines vinculados con la relación jurídica celebrada. Consulte el aviso íntegro en [www.mapfre.com.mx](http://www.mapfre.com.mx)

DESDE LA CIUDAD DE MÉXICO

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