



## Roadside Assistance Coverage for U.S. Virgin Islands

### GENERAL CONDITIONS

#### I. DEFINITIONS

For the purpose of this coverage, these terms will be understood as follows:

- **Policyholder:**  
The person or legal entity who acquires the assistance and, specifically for the purposes of this coverage, the following individuals also have the condition of policyholder:
  - (a) The customary driver of the vehicle designated in the specific conditions of the policy, when the vehicle was acquired by legal entity. •

Company: Guardian Insurance

**Covered Vehicle:** This is understood as the vehicle designated in the specific conditions of the policy provided it does not refer to vehicles used for public transport of people or public transport of things, for rent with or without driver, or which exceeds a maximum authorized weight of more than 7,700 pounds or 3,500 kg.

**Customary Driver:** Person designated as such on the form, application or insurance proposal, who is legally authorized to drive an automobile.

**Accident:** Mechanical or electrical failure, traffic accident, or damage caused to the vehicle by fire or theft, which immobilize the vehicle.

**II. OBJECT AND SCOPE OF ASSISTANCE:** By virtue of this Contract, the Company guarantees that it will place immediate material aid at the policyholder's disposition, in the form of services, when he or she has problems using the Covered Vehicle, in accordance with the terms and conditions consigned in the policy and for events arising from the risks specified in that policy.

#### III. VEHICLE-RELATED COVERAGE:

This section discusses coverage related to the Covered Vehicle, which will be provided in accordance with the conditions established below. The limits indicated will be applied to each occurrence covered for the duration of the policy.

##### 1. Towing and/or extrication of the vehicle:

In the event the Covered Vehicle cannot be driven due to a breakdown or accident, the Company will be responsible for towing or transport to whichever garage the Policyholder chooses. The maximum limit of this benefit will be 4 events per year. If in the event an extrication is necessary for the covered Vehicle, the maximum limit of this benefit will be \$125.00 with a maximum of 2 events per year.

Locksmith services due to keys being locked inside the Covered Vehicle:

In the event the Policyholder cannot access the Covered Vehicle because the keys are locked inside it, the Company will be responsible for sending a locksmith to open one of the doors.

This benefit will have a maximum limit of \$40 per occurrence. When the cost of said service exceeds the limit set by the Company, the Policyholder will have to pay the locksmith the difference at the time the service is provided.

##### 2. Tire change:

In the event the Covered Vehicle cannot be driven due to having a flat tire, the Company will be responsible for sending someone to change said tire, using the Covered Vehicle's spare tire.

##### 3. Gasoline delivery:

In the event the Covered Vehicle cannot be driven due to having run out of gasoline, the Company will be responsible for sending someone to deliver 2 gallon (3.8 liters) of gasoline at no cost to the Policyholder.

##### 4. Starting the Covered Vehicle in the event the battery dies:

In the event the Covered Vehicle cannot be started due to the battery being low on charge, the Company will be responsible for sending someone to help him or her start the automobile, using the jumper cables connected to another battery or to a charger.

#### IV. EXCLUSIONS:

1. The consequences of the following actions are excluded from the guarantees provided for in this contract:
  - (a) Those caused intentionally by the policyholder or the driver.
  - (b) Extraordinary natural phenomena such as floods, earthquakes, volcanic eruptions, atypical cyclonic storms, falling heavenly bodies and aerolites, etc.
  - (c) Actions arising from terrorism, mutiny, or popular disturbances.
  - (d) Actions or deeds by the Armed Forces or by the Security Forces and Corps in times of peace.
  - (e) Those arising from radioactive nuclear energy.
  - (f) Those produced when the policyholder driving the vehicle is found to be in any of the situations described below:

Inebriated or under the influence of drugs, or narcotics, and when the contribution of such circumstances to producing the accident is declared proven in a court of law, or when the blood alcohol level test applied to the driver after the accident yields a result of 0.08% (eight

hundredths of one percent) or more alcohol per volume.

2. Lacking the license or permit that corresponds to the category of the covered vehicle or breaking the sentence of license or permit cancellation or revocation.

- (g) Those produced in the event of an undue appropriation of the covered vehicle.
- (h) Those produced when the policyholder or the driver has broken the regulations determining requirements for and number of people transported; or weight or measurement of objects or animals that may be transported or the manner of conditioning them; whenever the infraction has been a determining cause of the accident or the event that caused the accident.
- (i) Those produced when the policyholder takes part in dares and bets.
- (j) Those caused by fuels, mineral materials, and other flammable, explosive, or toxic material transported in the covered vehicle.
- (k) Those produced when the covered vehicle participates in races, competitions, or preparatory tests or training, unless these are expressly included in the Specific Conditions and the corresponding additional premium is paid.

2. In addition to the previous exclusions, this policy does not cover the following services:

- (a) Any services the policyholder has contracted on his or her own, without informing or without the consent of the Company, except in cases of force majeure or urgent necessity.
- (b) Assistance for occupants of the covered vehicle transported at no cost through being picked up on a public road and transported at no cost ("hitch - hiking").

The Company is hereby relieved of responsibility when the occurrence unforeseen actions or events makes offering the service impossible or would require it to be offered under threat of serious danger, and it cannot therefore provide any of the services specifically foreseen in this policy. Any expense, however, that the policyholder may incur for services not provided will be reimbursed up to an amount that will not exceed the maximum limit per occurrence established for the different classes of coverage and costs contracted by the Company, provided that the reimbursement of expenses is solicited of the Company within 48 hours following the policyholder's contracting the service.

#### V. TERRITORY CLAUSE:

The rights to receive the services described in the preceding sections will be yielded only in St. Thomas. Ferries are excluded from our services.

#### VI. OTHER BASES OF COVERAGE:

1. Indemnities arising from the services provided for in this policy will, in any case, be complementary to those corresponding to the policyholder for other policies of any kind established with any company for the same risks.

2 In the event of an accident, the policyholder will be required to-

- a. Employ any means at hand to minimize the consequences of the accident. Non-compliance with this obligation will give the Company the right to reduce its services in the appropriate proportion, keeping in mind the significance of the resulting damages and the policyholder's degree of guilt.

If this non-compliance occurs with the manifest intent of harming or deceiving the Company, the Company is hereby freed of all services resulting from the accident.

Expenses originating from compliance with said obligation, provided that they are not inappropriate or disproportionate to the goods salvaged, will be charged to the Company up to the limit set in the Specific Conditions of the policy, even if those expenses do not have effective or positive results. If no specific sum has been agreed upon for that item, the Company will indemnify real expenses, up to an amount that will not exceed the maximum limits established for the various classes or coverage.

If by virtue of this article the Company should only partially provide the agreed assistance, it will be obligated to reimburse the proportional part of the salvage costs, unless the policyholder has acted according to the Company's instructions.

- b. Solicit the corresponding assistance by telephone, indicating your identification information, the covered vehicle's license plate if there is one, the policy number, your location, and the kind of service you need.
- c. Collaborate in the correct processing of the accident, informing the Company as soon as possible of any legal, extralegal or administrative notification related to the accident that come of your knowledge.

In any case, there should be no negotiation, admittance, or rejection of third-party reclamations related to the accident without the Company's express authorization.

#### VII. PROCEDURE FOR SOLICITING ASSISTANCE:

All services for any type of Vehicle assistance should be solicited from the Company using the specific telephone number given for these services 24 hours a day and 365 days a year. The Company will attend to the abovementioned services as soon as it possibly can. For

this purpose the Policyholder should indicate, in addition to the service required, the following information.

- First and last name or the name of the Covered Company or as it is inscribed in the policy.
- Policy number.

By making the telephone call, the policyholder expressly authorizes the Company to transcribe or record said call, for the purpose of keeping a record of the respective notification and of the processing it has received.