



TUS BRAZOS HERMANOS TM
LATIN ASSIST, LLC
222 W. LAS COLINAS BLVD. STE1650 IRVING TX 75039



COMMERCIAL ALLIANCE
INSURANCE COMPANY
415 LOCKHAVEN DRIVE HOUSTON, TEXAS 77073

CERTIFICATE OF
INSURANCE

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REPATRIATION INSURANCE

THIS IS AN ACCIDENTAL
DEATH and REPATRIATION
ONLY CERTIFICATE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Commercial Alliance Insurance Company toll-free
number for information or to make a complaint at:
1-800-799-4896

You may also write to Comercial America Insurance Company at
Commercial Alliance Insurance Company
415 Lockhaven Drive
Houston, Texas 77073

-or-

You may contact the Texas Department of Insurance to obtain
information on any companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance at
P.O. Box 149104
Austin, Texas 78714-9104
Fax # 512-475-1771

Premium or Claim Disputes:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Attach this Notice to your Policy:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:
Usted puede llamar al número gratuito de la compañía
Commercial Alliance Insurance Company al:

1-800-799-4896

También puede obtener información por escrito a:

Commercial Alliance Insurance Company
415 Lockhaven Drive
Houston, Texas, 77073

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Al Departamento de Seguros de Texas para obtener información
acerca de compañías, coberturas, derechos o quejas al:
1-800-252-3439

O por escrito al:

Departamento de Seguros de Texas
P. O. Box 149104
Austin, Texas 78714-9104
Fax # 512-475-1771

Disputas Sobre Primas O Reclamos:

Si tiene una disputa que concierne su prima o un reclamo, debe comunicarse primero con la compañía. Si no le resuelve su situación, entonces comuníquese con el Departamento de Seguros de Texas (TDI).

Guarde Este Aviso con su Póliza:

Este aviso es solo para facilitarle más información pero no se convierte como parte del documento adjunto.

COMMERCIAL ALLIANCE INSURANCE COMPANY

Home Office: Houston, Texas

(Herein Called the Company)

YOU ARE COVERED FOR REPATRIATION FOR ACCIDENTAL DEATH ONLY. THE POLICY DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS. READ YOUR CERTIFICATE WITH CARE.

TERMS AND CONDITIONS OF COVERAGE

Benefits specified below will be paid if while the policy is in force and the Insured Person suffers loss by death, resulting directly and independently of all other causes from accidental bodily injury (“such injury”) received as a result of an accident. If, within one year from the date of accident covered by the Policy, bodily injuries result in death, We will pay the Benefit opposite such Loss.

I. Loss means Repatriation Services from the United States of America to Mexico.

1. Repatriation of Body or Mortal Remains (Abroad)

In the event of the death of **COVERED PERSON** in the United States of America **COMPANY** will coordinate the transportation of the body or mortal remains of **COVERED PERSON** to the designated place of burial or home town in Mexico. **COMPANY** will request and pay the corresponding transfer permits. The payment of any related expenses will be covered by **COMPANY**.

2. Payment of Transactions and Negotiations in the United State of America

In the event of death of **COVERED PERSON** in the United States of America **COMPANY** will carry out, by available and anticipated means, the necessary transactions to transport and repatriate the body or mortal remains of **COVERED PERSON** to the Republic of México, listed as follows:

- x Certificate of Death (with original stamps and signatures).
- x In the event of accidental death, notification affidavit to the authorities and if an investigation is pending or in progress corresponding documentation.
- x Necessary sanitary permits.
- x Embalming Certificate.
- x Apostilles and notarizations.
- x Special packaging for transportation (if required by embassy).
- x Payment of duties and fees.

II. Coordination of the Funerary Services in designated place or home town in the Republic of México.

1. **Legal advice regarding accreditation of death the Authorities: COMPANY** will provide legal advice to surviving relatives regarding the necessary procedures or transactions to notify the authorities of the decease of **COVERED PERSON** in the event of accidental death.
2. **Transportation of the body or mortal remains of the COVERED PERSON to the place of wake or viewing within the designated place of burial or home town in Mexico of the COVERED PERSON.** If the surviving relatives request this service, the **COMPANY** will arrange and assume the costs of local transportation of the body or mortal remains of **COVERED PERSON** to a place of waking or viewing. The **COMPANY** will also obtain the corresponding permits.
3. **Funerary Services:** The **COMPANY**, through one of its network providers, will offer the surviving relatives of the deceased **COVERED PERSON** options of packages for Funerary Services at no cost to them. (Options offered will be according to service agreements that **COMPANY** has in effect with its providers of funerary services at the time of service).
4. **Funerary Services include:**
 - x Metallic or wooden coffin if inhumation is chosen.
 - x Urn for ashes, if cremation is preferred.
 - x Embalming.
 - x Makeup application to corpse (cosmetic arrangement). x
 - Funeral Chapel or Funerary Parlor for 40 people.
 - x Cremation or inhumation service. x
 - Necessary transfer permits.
5. **Transportation of the body or mortal remains of the COVERED PERSON from the funerary to the cemetery or crematory:** If the surviving relatives of the deceased **COVERED PERSON** ask for this service, **COMPANY** will arrange and assume the costs of the transfer from the funerary to the cemetery or crematory. Also, **COMPANY** will obtain necessary permits and assume corresponding fees.

III. Exception of Service.

1. Services herein described will not be provided to the **BENEFICIARY** or surviving relatives in the following cases:
 - ~ When the **COVERED PERSON** premiums have not been paid or coverage has been cancelled. ~ If the **COVERED PERSON** commits suicide.

IV. Territory.

The services described herein are provided only in the event of death of the **COVERED PERSON** and exclusively for transportation of the body or mortal remains of the **COVERED PERSON** from the United States of America to the Republic of México.

V. Waiting Period.

This service is not applicable during the first two years of uninterrupted renewal of a **COVERED PERSON** who has been diagnosed with a terminal disease.

Terminal Disease to be interpreted as a diagnosed, advanced, progressive and incurable disease lacks reasonable possibility of response or recovery with specific treatment including: Acquired Immune Deficiency Syndrome (AIDS), Cancer (malignant tumors of any type) and the Pneumonia.

VI. Characteristics of the Service.

Coordination of all services described herein will be for the repatriation of the body or mortal remains of the **COVERED PERSON** deceased in the United States of America and to the Republic of Mexico, 24 (twenty four) hours a day, 365 (three hundred and sixty five) days a year.

VII. Controversy.

In the event of controversy regarding the cause of death of the client in relation to the Exception of Service or Waiting Period, the matter will be submitted to a medical adjuster, appointed by written mutual agreement of the **COMPANY** and surviving relatives of the deceased **COVERED PERSON**. If a medical adjuster can't be mutually appointed each party may appoint an adjuster of their own, within 10 (ten) days of receiving notification to do so. Before commencing their deliberations, both adjusters will name a third adjuster in the event they don't reach an agreement.

If either one of the parties fails to appoint an adjuster or doesn't do so within the time specified above, or if the adjusters do not come to an agreement regarding the appointment of a third one, the judicial authorities will appoint the adjuster.

The expenses and fees incurred by the expert's reports will be borne by each party.

REPATRIATION & DEATH BENEFIT

LOSS

BENEFIT

Repatriation & Death

\$10,000.00

DEFINITIONS

“We”, “Us”, “Our”, or “The Company” means Commercial Alliance Insurance Company

“Covered Person” means any person who is insured under this policy.

“Dependent” means the Covered Person’s:

1. spouse; and
2. Unmarried Dependent children under age 19 (under age 25 if they are in school full time). This includes step-children, legally adopted children and foster children.

“Repatriation” means if a person dies in a foreign country, we say they are “repatriated” when their body is returned to their native country. Repatriation insurance is used for the transportation expenses related to the return of the deceased body to their native country.

EXCLUSIONS

No benefits will be paid for loss resulting from:

1. suicide, attempted suicide or intentionally self-inflicted injuries, or any attempt thereat, while sane or insane;
2. declared or undeclared war or act of war;
3. expenses incurred for the cemetery, the cemetery site or plot,
4. injury or death caused by intentional or unintentional armed conflict;
5. Covered Person being under the influence of any drugs or intoxicants, unless taken on the advise of a Physician; alcohol intoxication, as defined in the state where the accident occurred;
6. riding or driving in any kind of race;

7. participating in a riot;; commission of or attempt to commit a felony or assault;
8. sickness or disease or medical or surgical treatment of sickness or disease including diagnosis, except when due to injury caused by a covered accident;
9. bacterial infections except when caused by an accident or medical treatment of an accidental injury;
10. an accident occurring while the Covered Person is serving in any Armed Forces;
11. travel or flight in, or getting in or out of: x an aircraft being used for test or experiment;

x a military aircraft or a similar air transport service of another country; or

x an aircraft the Covered Person is flying, is learning to fly or is part of the crew of the aircraft..

NO COVERAGE AT AGE 70 OR MORE

There is no coverage once the Covered Person reaches the age 70.

COMMON CARRIER BENEFIT

We will pay this benefit if:

1. a Covered Person is injured in an accident which happens:
 - a. while he or she is covered by the Policy; and
 - b. on any common carrier; and
- 2 such Covered Person is not a pilot, crewmember or a non fare-paying passenger and
- 3 such Covered Person dies or is injured as a direct result and from no other cause within one year from the date of the accident..

GENERAL PROVISIONS

Entire Contract Changes:

The policy with the application[s], endorsements, riders, and attached papers is the entire contract between the Policyholder and the Company. In the absence of fraud, statements made by the Policyholder or by a Covered Person are deemed representatives and not warranties. No such statement will be used in a contest unless it is contained in a written application. No change in the Policy will be valid until approved by the Company. This approval must be endorsed on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

Physical Examination and Autopsy:

At the Company expenses, We may have a person examined as often as reasonably necessary while a claim is pending. We may also make an autopsy in case of death where it is not forbidden by law.

Legal Actions:

No one may sue for benefits less than 60 days after due proof of loss is submitted, not more than 3 years after the date claim forms are due.

Conformity with State Law:

If any part of the Policy conflicts with the law of the state of delivery on the date the Policy goes into effect, the Policy is amended to meet the minimum requirements of such law.

Examination of the Policy:

A copy of the Policy shall be available for inspection by Covered Persons during business hours at the Policyholder's office or at the office of the designated Administrator.

Misstatement of Facts:

If relevant facts about a Covered Person are not correct:

1. a fair adjustment of premiums can be made at the discretion of the Company.
2. and/or the true facts will decide whether and for what amount insurance is valid.

Certificates of Insurance:

We will issue to the Policyholder certificate of insurance for each Covered Person covered by the Policy. The certificates will list the benefits, conditions, and limits of the Policy. It will state to whom the benefits will be paid.

30 Day Right to Examine Certificate:

If a Covered Person does not like his or her certificate for any reason, he or she must return it to Us not more than 30 days after he or she receives it. We will return any premium that he or she has paid. In that case, the certificate will be void as if it had never been issued.

Exposure and Disappearance:

Loss from exposure to the elements by reason of a covered injury will be covered if such loss is otherwise payable under this Policy. If the Covered Person is not found within one year after the disappearance, sinking or wrecking of a conveyance in which the Covered Person is riding at the time a covered accident occurred, the Covered Person will be presumed to have suffered loss of life resulting from injury caused by the accident.

PAYMENT OF CLAIMS

Claim Procedures: Notice of Claim:

If a covered loss occurs or begins, the Company must receive written notice within 30 days or as soon after that as is reasonably possible. This notice should state the policy and/or certificate number and the Covered Person's name and date and cause of death. This notice should be sent to the Company at the address shown on this policy or to an agent authorized by Us. We will send the beneficiary claim forms.

Claim Procedures: Proof of Loss:

The claim forms must be sent back to Us no more than 90 days after the covered loss occurs. If the Beneficiary has not received claim forms 15 days after his or her notice of a claim, he or she send us another proof of loss by the date claim forms would be due. This proof of loss should include written proof of occurrence and death certificate.

Payment of Claims: When Paid:

We will pay claims when proof of loss and death certificate has been investigated and verified. The company will notify the beneficiary within 180 days of loss notification of either payment or reason for denial.

Payment of Repatriation: To Whom Paid:

Benefits paid on account of a Covered Person's death after repatriation will be paid by the Company and the Person he or she has chosen as Beneficiary will decide on the method the deceased will be returned to Mexico. This choice must be in writing and filed with Us, or with the Administrator. If the Covered Person has not chosen a beneficiary, or if there is not a Covered Person alive when he or she dies, We will pay the repatriation benefit according to the decisions of the first surviving class of the following classes of beneficiaries:

1. wife or husband;
2. child or children;
3. mother or father;
4. sisters or brothers;

If no one in the above classes are living, the repatriation benefits will be paid according to the wishes of the Consulate of Mexico, except that We may pay according to the wishes of a relative of the Covered Person by blood or marriage who appears to Us to be entitled to make that decision and does not include funeral or other expenses incident to the death of the Covered Person. The Covered Person may at anytime before his or her death revoke a change this choice. Any such choice must be in writing.

After the repatriation expense, if there is any benefit remaining from the \$10,000 total benefit, that amount will be paid to the beneficiary.

Beneficiary:

The Covered Person has the right to select or change the beneficiary or decision maker, the beneficiary's consent is not needed. As such selection or change must be in writing. We will not be bound until We have received a signed copy of it. We are not responsible for its validity or sufficiency.

Payment Made:

Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

Our Right to Recover Payment

If we make payment under this policy and the person to or for payment was made has a right to recover damages from another the Company shall be subrogated that right. That person shall do: [1] Whatever necessary to enable the Company to exercise it's rights; and [2] Nothing after the loss to prejudice them. If we make a 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.

CANCELLATION

This policy may be cancelled by the Holder by mailing to the Person Insured written notice stating when thereafter such cancellation will be effective. We may cancel this policy by mailing to the policyholder at the address shown in Our records written notice stating when, no less than thirty-one days thereafter, such cancellation stated in the notice shall be effective. The mailing of notice will be sufficient proof of notice. The effective date of cancellation stated in the notice will become the end of the policy period. Delivery of written notice either by the Holder or by Us will be the equivalent to mailing.

If the Holder cancels this policy, earned premiums will be computed in accordance with the customary short rate table and procedures subject to the minimum premium requirement. If we cancel this policy, earned premiums will be computed pro-rata. Premium adjustment may be made at the time cancellation is effective and, if not made, will be made as soon as practical after cancellation becomes effective. Our check or the check of Our representative mailed or delivered will be sufficient tender of any refund of premium due the policyholder.

LEGAL ACTIONS

No action or law or in equity can be brought until after 60 days following the date written proof of loss was given. No action can be brought after 3 years from the date written proof is required.

INADVERTENT ERROR

The insurance of an Covered Person will not be prejudiced by the failure on the part of the Company to transmit reports, pay premium or comply with any of the provisions of this policy when such failure is due to an inadvertent error or clerical mistake.

Commercial Alliance Insurance Company

Secretary

President

YOU ARE COVERED FOR ACCIDENTS ONLY. THE POLICY DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS. READ YOUR POLICY WITH CARE.

