

# NON-RESIDENT AUTOMOBILE LIABILITY POLICY

**EMISION MEXICO**



**NATIONAL UNITY**

*Insurance Company*

ONE HUEBNER PARKE  
15303 HUEBNER ROAD  
SAN ANTONIO, TX. 78248

EN CASO DE ACCIDENTE, LLAME A CUALQUIERA DE LOS SIGUIENTES AJUSTADORES:

1) MISSION CLAIMS SERVICE AL 1800-299-5813 O AL (210) 342-5813

# National Unity Insurance Company

(A Stock Insurance Company, Herein Called the Company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and of the statements contained in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

## INSURING AGREEMENTS

**I. Coverage A. Bodily Injury Liability:** To indemnify the insured for all sums which he shall become legally obligated to pay as damages because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of the automobile.

The words "bodily injury," and the word "injury" when referring to bodily injury, shall be deemed to include "sickness or disease."

**Coverage B. Property Damage Liability:** To indemnify the insured for all sums which he shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of the automobile.

**Coverage C. Combined Bodily Injury and Property Damage:** To indemnify the insured for all sums which he shall become legally obligated to pay as damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or injury to or destruction of property, including the loss of use thereof caused by accident and arising out of the ownership, maintenance or use of the automobile.

**Coverage D. Medical Payments:** To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident, while in or upon, entering or alighting from the automobile if the automobile is being used by the named insured or with his permission.

**II. Defense, Settlement, Supplementary Payments:** As respects the insurance afforded by the other terms of this policy under coverages A and B the company shall:

- (a) defend in his name and behalf any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the policy period, not to exceed the usual charges of surety companies nor \$100 per bail bond, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the company, all costs taxes against the insured in any such suit and all interest accruing after entry of judgment until

the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(d) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(e) reimburse the insured for all reasonable expenses, other than the loss of earnings, incurred at the company's request.

The company shall not be obligated under this insuring agreement to pay the costs of bonds or the expenses or investigation, settlement or defense arising out of any criminal action against the insured.

The amounts incurred under this insuring agreement, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

**III. Definition of Insured:** With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "Insured" includes the named insured and also includes any person while using the automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the named insured or with his permission. The insurance with respect to any person or organization other than the named insured does not apply:

(a) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station or public parking place, with respect to any accident arising out of the operation thereof;

(b) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer.

**IV. Automobile.** Except where stated to the contrary, the word "Automobile" means:

(1) **Described Automobile** – the motor vehicle or trailer described in this policy;

(2) **Utility Trailer** – under coverages A, B, C and D, a trailer not so described, if designed for use with a private passenger automobile if not being used with another type automobile and if not a home, office, store, display or passenger trailer.

**V. Policy Period, Territory:** The insurance hereunder applies only to accidents which occur during the policy period, while the automobile is owned, maintained and used for pleasure and business defined under VI below and within the United States of America, its territories and possessions, and Canada.

**VI. Purpose of Use:** Pleasure and Business. The term "Pleasure and Business" is defined as personal, pleasure, family and business use.

## EXCLUSIONS

**This Policy Does Not Apply:**

**I. Under any of the Coverages,**

(a) while the automobile is used as a public or livery conveyance,

- (b) to any accident or to any loss directly or indirectly arising from or occasioned by or in consequence of war, invasion, act of foreign enemy, hostilities or warlike operations, (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection or military or usurped power.
- (c) while the automobile is used for commercial traveling, racing, pacemaking, speed-testing or the carriage of goods or samples in connection with any trade or business and use for any purpose in connection with the Motor Trade;
- (d) if the insured or any person authorized to drive the automobile does not hold a valid driver's license to drive the automobile;
- (e) to any claims or liability arising directly or indirectly from Nuclear Fission, Nuclear Fusion or Radioactive Contamination.

**II. Under Coverages A, B, C and D,**

- (a) to liability assumed by the insured under any contract or agreement.

**III. Under Coverages A, B, C and D,**

- (a) while the automobile is used for the towing of any trailer owned or hired by the named insured and not covered by like insurance in the company; or while any trailer covered by this policy is used with any automobile owned or hired by the named insured and not covered by like insurance in the company.

**IV. Under Coverages A, C and D,**

- (a) to bodily injury to or death of any employee of the insured while engaged in the employment, other than domestic, of the insured or in domestic employment if benefits therefore are either payable or required to be provided under any Workmen's Compensation law, plan or scheme.

**V. Under Coverage A and C,**

- (a) to any obligation for which the insured or any company as his insurer may be held liable under any Workmen's Compensation law, plan or scheme;
- (b) (1) to bodily injury to or death of any member of the insured's family residing with the insured; (2) to bodily injury to or death of the named insured.

**VI. Under Coverage B,**

- (a) to injury to or destruction of property owned by, rented to, in charge of or transported by the insured.

**VII. Under Coverage D,**

- (a) to bodily injury to or death of any person if benefits therefore are payable under any Workmen's Compensation law, plan or scheme.

**VIII. Under Coverages A, B, C and D,**

- (a) while the automobile is used in any illicit trade or transportation.

## CONDITIONS

1. **Notice of Accident – Coverages A, B, C and D:** When an accident occurs written notice shall be given by or on behalf of the insured to the company or to any of its authorized representatives as soon as practicable. Such notice shall contain particular sufficient to identify the insured and also reasonably obtainable information regarding the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.
2. **Notice of Claim or Suit – Coverages A and B:** If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
3. **Limits of Liability – Coverage A:** The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, including death at any time resulting therefrom, sustained by one person in any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one accident.
4. **Limits of Liability – Coverage B:** The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the Company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.
5. **Limits of Liability – Coverage D:** The limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, including death resulting therefrom, in any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all expenses incurred by or on behalf of five or more persons who sustain bodily injury, including death resulting therefrom, in any one accident.
6. **Limits of Liability – Coverages A, B and C:** The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
7. **Combined Liability Definition:** The limit of liability shown in the Declarations for this coverage is for combined **bodily injury and property damage** liability. It is the maximum limit of liability for all damages resulting from any one auto accident.

This is the most the company will pay regardless of the number of:

- a. Covered persons;
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations; or
- d. Vehicles involved in the auto accident.

All **bodily injury and property damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.

8. **Assault and Battery – Coverages A and B:** Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

**9. Assistance and Cooperation of the Insured – Coverages A and B:** The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in the effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical surgical relief to others as shall be imperative at the time of accident.

**10. Medical Reports; Proof and Payment of Claim – Coverage C:** As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required and shall, after each request from the company, execute authorization to enable to the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the insured or, except hereunder, of the company.

**11. Action Against the Company – Coverages A and B:** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

**Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.**

**Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.**

**12. Action Against the Company – Coverages A and B:** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the company.

**13. Subrogation- Coverages A, B and D:** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefore against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**14. Other Insurance: Except under Coverage D:** if the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

If, in order to comply with local statutory requirements, a policy is issued to the named insured providing valid and collectible insurance against a loss covered by this policy, the insurance under this policy shall be excess insurance over such other insurance and the limits of liability under this policy shall be reduced by an amount equal to the limits of liability afforded under such other policy.

**15. Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed.

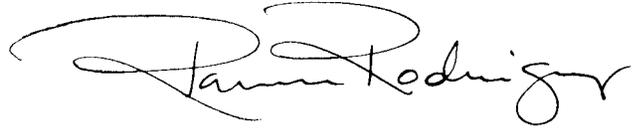
**16. Assignment, Endorsement, Extension: This Policy is Non-assignable, Non-endorsable and Non-extendable.**

**17. Cancellation:** This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the Company's customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**18. Declaration:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

**In Witness Whereof,** the Company has caused this policy to be signed by its president and a secretary; but this policy shall not be valid unless countersigned on the Declarations page by a duly authorized representative of the Company.



**President**

(Attach Endorsements Here)