Exclusions applicable to all services and benefits

The following events are expressly excluded from the MAS SERVICIOS support system:

1. Any additional expenses or services covering hotel expenses to a beneficiary including the rest of the same, even if ordered by a treating physician, will be made by providing a simple accommodation, being completely excluded any expenses of food, restaurant, laundry, telephone or any other expense generated by drinks or food taken in the same room or the mini bar thereof.

2. Chronic or pre-existing, defined, or recurrent diseases, suffered prior to the beginning of the term of the plan and/or the trip, whether or not they are known by the beneficiary, as well as their consequences, direct or indirect (even if they appear for the first time during the trip).

3. Medical illnesses, injuries, conditions or complications resulting from treatments performed or carried out by persons or professionals not authorized by the Medical Department of the MAS SERVICIOS Assistance Center, or except as determined in the preceding point.

4. Homeopathic treatments, acupuncture treatments, kinesiotherapy, thermal cures, podiatry, manicure, pedicure, etc.

5. Conditions, illnesses or injuries arising from the attempt of criminal action of the beneficiary, directly or indirectly such as fights, quarrels, floggings, etc.

6. Treatment of diseases or pathological states caused by the intentional intake or administration of illegal drugs, narcotics, alcohol, or by the use of drugs without the respective medical order.

7. Expenses incurred for the use of dentures, lenses, hearing aids, wheelchairs, crutches, glasses, etc.

8. Events that occurred as a result of simple training, simple practices or active or non-active participation in sports competitions (professional or amateur). In addition, occurrences of the practice of dangerous sports or risks or extremes are expressly excluded including but not limited to: Motorcycling, Motorsport, Boxing, Polo, Water Skiing, Diving (up to 30 meters maximum), Quad bikes, Mountaineering, Skiing, Football, Boxing, Canoeing, Paragliding, Kayak, Badminton, Basketball, Handball, Karate, Kung Fu, Judo, Archery, Rifle Shooting, Rappel, Diving, Climbing, Athletics, Cycling, Luge, Spelunking, Hunting, Bobsleigh, etc., and other sports practiced outside of regulatory courts and authorized by the respective sports federations.

9. Births, pregnancy, gynecological checkups and screenings related to them. Abortions, or losses whatever their etiology or origin. Also, all the resulting complications during and after pregnancy.

10. All kinds of mental illness.

11. Conditions, illnesses or injuries arising from the consumption of alcoholic beverages of any kind.
12. Acquired Immune Deficiency Syndrome (AIDS) and Human Immunodeficiency Virus (HIV) in all its forms, sequelae and consequences. Sexually transmitted diseases and/or infections and/or in general any type of provision, examination and/or treatment that has not received prior authorization from the Assistance Services Center.

13. Events and consequences of triggering natural forces, tsunamis, tremors, earthquakes, storms, hurricanes, cyclones, floods, nuclear radiation and radioactivity events, as well as any other natural phenomena or not, with extraordinary character or event that, due to its proportions or severity, is considered as a regional or local national disaster or catastrophe, earthquakes, hurricanes, floods etc.

14. Suicide, or attempted suicide or injury to themselves by the beneficiary and/or their family, as well as any act of manifest irresponsibility or serious recklessness on the part of the beneficiary of travel assistance.

15. Events as a result of acts of war, invasion, acts committed by foreign or national enemies, terrorism, hostilities or war operations (whether declared war or not) civil war, rebellion, insurrection, the intervention of the beneficiary in riots, demonstrations or tumult that are or not civil war, that is, whether the intervention is personal or as a member of a civil or military organization; terrorism or other serious alteration of public order;

16. Ill-intentioned and/or bad faith acts on the part of the beneficiary or their agents.

17. Routine medical examinations, laboratory examinations for medical checkups, diagnostic and/or control exams, laboratory or radiological examinations or other means, the purpose of which is to establish whether the disease is pre-existing, such as radiology tests, doppler, MRIs, CT scans, ultrasounds, images, scans of all kinds, etc. Medical examinations performed to establish whether the ailment corresponds to a pre-existing condition or not.

18. Expenses for public or private transportation or travel paid by the beneficiary from their hotel or current location to the hospital center, or medical center, or doctor’s office. Unless such expenses have been expressly authorized in written or verbal form by the Assistance Services Center.

19. Diseases arising from or due to congenital deformations known or not by the beneficiary.

20. Injuries or accidents arising from accidents on aircraft not intended or authorized as public transport, including private chartered flights.

21. Conditions, illnesses or injuries arising directly or indirectly from quarrel or fighting (unless it is a case of proven self-defense with police report), strike, acts of vandalism or popular tumult in which the beneficiary had participated as an active element. The attempt to perform an illegal act and, in general, any wilful or criminal act of the beneficiary, including the provision of false or incorrect information.

22. Endemic, pandemic diseases (except COVID-19), or epidemic, assistance for these diseases in cities/countries with or without health emergency in case the beneficiary has not followed the suggestions and/or indications on travel restrictions and/or prophylactic treatment and/or vaccination emanating from health authorities.

23. Any medical expenses or assistance that has not been previously consulted and authorized by the MAS SERVICIOS Assistance Service Center.

24. Diseases, or indispositions resulting from menstrual period disorders in women, such as advances or delays, as well as bleeding, flow and others.

25. Liver diseases, such as Cirrosis, Abscesses and others.

26. Examinations and/or hospitalizations for stress tests and all types of preventive checkups.

27. Any kind of hernias and their consequences.

28. Kidnapping or his attempt.

29. High-risk tasks: if the reason for the beneficiary’s trip was the execution of work or tasks involving a high occupational risk, as well as injuries classified as injuries from repetitive efforts, occupational-related osteomuscular diseases, continuous or continuous trauma injury, etc., or similar, as well as its post-surgical consequences at any time.

30. Driver or passenger injuries from the use of any type of vehicle, including bicycles, motorcycles and speed motors without a driver’s license, or without a helmet, or without contracted insurance.

31. Accidents and diseases in cities/countries in civil or foreign war are excluded. Example: Afghanistan, Iraq, Sudan, Somalia, North Korea, etc.

32. Assistance of any kind shall not be provided to the beneficiary in an illegal migration or employment situation (including undeclared work in the city/country from which assistance is required, or to surprised students working in a foreign country without the respective authorization of the local authorities).
33. MAS SERVICIOS will not be responsible for costs for physiotherapies referred to for the treatment of ailments related to occupational accidents, repetitive tasks or chronic and/or degenerative diseases of the bones or muscles. The physiotherapies will be covered only in case the ailment has been caused by a non-working accident under the prior authorization of the Medical Department of the Assistance Services Central in case it is determined that with them the passenger may improve his current condition and for no reason, may exceed ten (10) sessions.

34. In the event that the reason for the trip was the treatment abroad of a basic illness, and that the current treatment has any direct or indirect connection with the ailment upon reason of the trip, MAS SERVICIOS will be relieved to provide its services. To this end MAS SERVICIOS reserves the right to investigate the connection of the current event with the previous ailment.

35. MAS SERVICIOS is expressly released, exempt and excused from any of its obligations and responsibilities in the event that the beneficiary suffers any damage or requests assistance as a result and/or arising from fortuitous or force majeure case, which are cited by way of example and not limited to: catastrophes, arms, floods, storms, international war or civil war declared or not, rebellions, internal upheaval, civil insurrection, guerrilla or anti-guerrilla acts, hostilities, retaliation, conflicts, embargoes, arrests, strikes, popular movements, lockout, acts of sabotage or terrorism, labor unrest, acts of government authorities, etc.; as well as problems and/or delays resulting from the termination, interruption or suspension of communication services. When such elements intervene and after they have been exceeded, MAS SERVICIOS undertakes to implement its commitments and obligations within the shortest possible time.

In the event that the reason for the trip was the treatment abroad of a basic illness, and that the current treatment has any direct or indirect connection with the ailment upon reason of the trip, MAS SERVICIOS will be relieved to provide its services. To this end MAS SERVICIOS reserves the right to investigate the connection of the current event with the previous ailment.

Competition Convention: It is expressly agreed between the parties, as regards the contractual relationship between the Certificate Beneficiary and the supplier that any problem of interpretation of the scope of the same and/or judicial claim, which cannot be resolved amicably between the parties, shall be submitted to the jurisdiction of the courts of Doral, Florida, to the exclusion of any other forum and jurisdiction that may correspond.

Non-cumulative services and/or Intervention of other companies: In no case MAS SERVICIOS will provide the assistance services to the beneficiary established in the MEDICAL ASSISTANCE PLAN of the TRAVEL CERTIFICATE, nor will it refund expenses of any kind, as long as the beneficiary requests or has requested benefits for the same problem and/or condition to any other company, before, during or after having requested them from the provider.