



# SOUTHBOUND INSURANCE (TOURIST AUTOMOBILES) CONTRACT DOCUMENTATION

**ALL CLAIMS MUST BE REPORTED PRIOR TO LEAVING MEXICO.**

**FOR ASSISTANCE OR TO REPORT A CLAIM, DIAL:**

**01-800-ACE-TOUR (01-800-223-8687)**

**01-55-5-480-0919 (Direct Line)**

**WHEN CALLING FROM A CELL PHONE, YOU MAY NEED TO USE THE DIRECT LINE.**

**TOLL-FREE NUMBER WORKS ONLY IN MEXICO**

**If you do not report a claim before you leave Mexico,  
YOUR CLAIM MAY NOT BE COVERED.**

**Using a cellular phone to dial this number:**

- If you are travelling with a cell phone, make sure it is activated for use in Mexico and that you know how to dial numbers while roaming in Mexico.

**- If you call with a cell phone you will probably need to dial the direct line.**

The Toll-Free number may not work with US cellular phones. If so, dial the direct line, or find another way to make the call. You will reach a call center where you will be prompted for information and speak to an operator. If you hear an answering machine and are not able to speak to an operator, you have reached the wrong number.

**You must obtain and keep a copy of the adjusters report. Once your claim is started in Mexico, you may obtain its status from the US or Canada by dialing 1-866-223-8023.**

## **SOUTHBOUND INSURANCE POLICY TOURIST AUTOMOBILES**

### **FIRST SECTION SPECIAL PROVISIONS**

The Insurer is bound to compensate for damage suffered or caused - **only within the Mexican Territory** - by the vehicle(s) insured which are listed in the Certificate of Insurance and/or Policy Specification according to the Special and General Provisions of this Policy and during its validity and whose coverage appears as insured in the Certificate of Insurance and/or Policy Specification

This policy shall not be valid in any jurisdiction other than the courts of the Mexican Republic, and only the laws and legal procedures in effect shall be applicable. Only the claims of events that occur during the stay of the Insured in the Mexican Republic and within the period of the policy shall be effective.

### **IMPORTANT:**

**THIS POLICY IS NOT AN ALL RISK INSURANCE POLICY AND THEREFORE IT ONLY COVERS THE AGREED MENTIONED RISKS AND TAKEN OUT WHICH ARE SHOWN ON THE CERTIFICATE OF INSURANCE AND/OR POLICY SPECIFICATION**

**FOR THIS INSURANCE COVERAGE TO BE VALID, ALL CLAIMS SHALL BE REPORTED TO THE INSURER BEFORE LEAVING THE MEXICAN REPUBLIC. IF THE INSURED DOES OTHERWISE, THE INSURER SHALL BE FREE OF ANY AND ALL OBLIGATIONS OF THE CONTRACT OF THIS POLICY AND SHALL NOT PAY ANY COMPENSATION DERIVED FROM A CLAIM AFFECTING ANY OF THE AGREED COVERAGES TAKEN OUT.**

### **1st CLAUSE. INSURED RISKS AND PROPERTY**

#### **ITEM 1.1 PHYSICAL DAMAGE**

When shown as covered in the Certificate of Insurance and/or Policy Specification, the following risks shall be covered up to the amount of the established limit in the Certificate of Insurance and/or Policy Specification, working as a combined maximum:

**A) COLLISIONS, OVERTURNING AND GLASS BREAKAGE**

Physical damage suffered by the insured vehicle as a result of collision, overturning and/or glass breakage.

**B) FIRE, ELECTRIC STORMS, AND/OR EXPLOSION**

Physical damage suffered by the insured vehicle arising out of fire, electric storms and/or explosion.

**C) FORCES OF NATURE**

Physical damage suffered by the insured vehicle as a consequence of cyclones, hurricanes, hail, earthquake, volcanic eruption, avalanche, flooding caused by the overflowing of rivers, lakes or inlets, with the exception of sea water, land or rock slides, or sinking, collapsoe of buildings, structures and other similar objects, and collapse of trees or their branches.

**D) STRIKES AND RIOTS**

Physical damage suffered by the insured vehicle due to direct actions of people taking part in work stoppages, strikes, labor disturbances, riots or popular uprisings; malicious people during such acts or the repressive measures taken by the legally recognized authorities intervening in those acts as they exercise their duties.

**DAMAGES CAUSED BY VANDALISM ARE EXPRESSLY EXCLUDED.**

**E) TRANSPORTATION OF THE INSURED VEHICLE**

Physical damage caused by stranding, sinking, fire, explosion, collision, overturning, or derailment of the transport means in which the insured vehicle is carried, either by land, air or water, including the fall of the insured vehicle into the sea during the loading, transshipment or unloading of a ship and the contribution of the Insured to the general average and the salvaging fees for which the Insured might be liable.

**F) TOWING EXPENSES**

For claims that deserve compensation under the terms of this Policy, the Insurer will cover, up to the sublimit of the established limit in the Certificate of Insurance and/or Policy Specification , the towing expenses necessary to move the vehicle to the place designated by the Insurer to be repaired. Expenses for the necessary maneuvers to leave the insured vehicle in the conditions needed to be moved are also covered.

**IMPORTANT: ALL REPAIR COSTS FOR THE INSURED VEHICLE SHALL BE CALCULATED ACCORDING TO LABOR COSTS IN EFFECT IN THE MEXICAN REPUBLIC; OTHERWISE, THE MAXIMUM COST ESTABLISHED IN THE CERTIFICATE OF INSURANCE AND/OR POLICY SPECIFICATION SHALL BE APPLIED IN THE EVENT THAT THE INSURED VEHICLE IS REPAIRED IN THE UNITED STATES OF AMERICA OR CANADA.**

**IF THE INSURED DECIDES TO MOVE HIS/HER VEHICLE TO A PLACE OTHER THAN THE ONE DESIGNATED BY THE INSURER, OR INCURS EXPENSES WITHOUT THE INSURER'S PREVIOUS AUTHORIZATION, THE INSURER SHALL ONLY COVER THIS ITEM UP TO THE LIMIT ESTABLISHED IN THE CERTIFICATE OF INSURANCE AND/OR POLICY SPECIFICATION.**

**DEDUCTIBLE FOR ITEM 1.1 PHYSICAL DAMAGE**

The Insurer shall pay for property damage or losses that exceed the deductible as a percentage of the agreed limit (or the mandatory minimum, depending on the case) to be borne by the Insured and shown on the Certificate of Insurance and/or Policy Specification This deductible shall be applied every time a compensable accident occurs and for each insured vehicle under the terms of these items.

**ITEM 1.2 TOTAL VEHICLE THEFT**

When shown as covered in the Certificate of Insurance and/or Policy Specification , the total theft of the insured vehicle shall

be covered, as well as property damage suffered by the insured vehicle as a consequence of its total theft, in the event that the Insurer is able to recover it and the Insured wishes to keep it.

**DEDUCTIBLE FOR ITEM 1.2 TOTAL VEHICLE THEFT**

In each reported claim, the Insured shall be responsible for the payment of the deductible in percentage of the agreed limit (or the mandatory minimum, depending on the case) to be borne by the Insured and shown on the Certificate of Insurance and/or Policy Specification

This deductible shall be applied for each one of the vehicles insured in this Policy and the Insurer shall only pay for the damages that exceed the deductible.

**ITEM 1.3 MEDICAL EXPENSES FOR OCCUPANTS OF THE INSURED VEHICLE**

When shown as covered in the Certificate of Insurance and/or Policy Specification , the cost of the medical expenses listed below, arising out of bodily injuries suffered by the Insured, or any person occupying the vehicle, in traffic accidents or as a consequence of the total vehicle theft using violence while they are inside the closed cabin intended for the transportation of people, shall be covered.

In the event of an incident affecting this coverage, the liability limits per person and per event shall be those indicated in the Certificate of Insurance and/or Policy Specification

If, at the moment of the accident, the insured liability limit per person multiplied by the number of occupants exceeds the limit per event, only the limit per event distributed proportionally among the number of occupants shall be paid. If there were a remainder of the limit to be distributed as a result of the medical discharge of the rest of the injured people with the expenses paid, or else, if the funeral expenses were paid for, this remainder shall be taken and distributed again proportionally to cover the missing part of the other injured without ever exceeding the liability limit per insured person.

The Insurer's obligation shall automatically cease when the effects of the injury disappear, either through recovery of the injured person or death of the same as a consequence of the incident.

Medical Expenses for Occupants covered under this item as a combined maximum are:

**A) HOSPITALIZATION**

Food and hospital room, physical therapy, related hospital expenses, and in general, drugs and medicine prescribed by a doctor.

**B) MEDICAL ATTENTION**

All necessary medical services provided by licensed doctors, excluding chiropractors.

**C) NURSES**

The cost of the services provided by nurses with a nursing degree or a license to practice.

**D) AMBULANCE SERVICES**

Expenses incurred for the use of a land ambulance, when necessary.

**E) FUNERAL EXPENSES**

The expenses paid under this item are a sublimit of the coverage for the medical expenses for occupants up to the limit, per person and per event, indicated in the Certificate of Insurance and/or Policy Specification The maximum limit per event shall be proportionally distributed among the number of deceased occupants, without exceeding the aforementioned limit per person. Such expenses shall be reimbursed upon

submission of the respective receipts.

If, at the moment of the accidents occurrence, the insured liability limit per person multiplied by the number of occupants exceeds the limit per event, the liability limit per person shall be proportionally reduced.

#### F) LOSS OF BODY PARTS

The expenses paid under this item are a sublimit of the coverage for the medical expenses for occupants up to the limit, per person and per event, indicated in the Certificate of Insurance and/or Policy Specification If during the validity of this insurance and as a direct result of a car accident suffered by the Insured or any occupant, within 90 calendar days following the date of the accident, the injury were to produce any of the losses listed below, the Insurer shall pay the following percentages of the aforementioned sublimit:

#### COMPENSATION TABLE For the loss of

	Sublimit % of the Agreed Limit
- Life	100%
- Both hands or both feet or the sight of both eyes	100%
- One hand and one foot	100%
- One hand or one foot and the sight of one eye	100%
- One hand or one foot	50%
- The sight of one eye	30%
- The thumb of either hand	15%
- The index finger of either hand	10%

The loss of any named part shall be understood as follows:

- For the loss of a hand: the mutilation, ankylosis or loss of the total motor skills starting at the carpal-metacarpal joint or above it (at the wrist or above it);
- For the loss of a foot: complete mutilation, ankylosis or loss of the total motor skills starting at the tibia-tarsus joint or above it;
- For the loss of fingers: the mutilation, ankysolis or loss of the total motor skills starting at the metacarpal or phalange metatarsal joint, whatever the case, or above it (between the start and the end of the knuckles);
- As for the eyes, the complete and irreparable loss of sight.

#### DEDUCTIBLE FOR ITEM 1.3 MEDICAL EXPENSES FOR OCCUPANTS

This coverage works without a deductible.

#### ITEM 1.4 THIRD-PARTY LIABILITY (CSL -- PEOPLE AND PROPERTY)

When shown as a covered item in the Certificate of Insurance and/or Policy Specification , the liability incurred by the Insured or any other person operating the vehicle with the Insured's consent, whether expressed or tacit, and as a consequence of such use it causes damage to third parties on their property and/or bodily injuries or the death of third parties (others than the occupants), shall be covered, including the compensation for moral damage, legally related.

The maximum limit liability of the Insurer in this coverage is established in the Certificate of Insurance and/or Policy Specification and decreases with every claim of the compensable amount in each event that involves liability occurring during the validity of the policy.

For trucks with trailers, only the Liability caused by the first trailer shall be covered, provided that it is towed by the truck;

unless otherwise agreed, the second trailer shall not be covered.

#### DEDUCTIBLE FOR ITEM 1.4 THIRD-PARTY LIABILITY (CSL -- PEOPLE AND PROPERTY)

This coverage works without a deductible.

#### ITEM 1.5 SPECIAL EQUIPMENT

When shown as covered in the Certificate of Insurance and/or Policy Specification, Special Equipment shall be covered for the following risks:

1. Material damage suffered by the special equipment installed in the vehicle as a consequence of the risks indicated in Item 1.1 Physical Damage.

2. Theft, damage or loss of special equipment as a consequence of total vehicle theft and the physical damage or loss listed in Item 1.2 Total Vehicle Theft.

The cost of the special equipment of the insured vehicle shall be added to the vehicle's value, thus comprising the limit for Items 1.1 Physical Damage and 1.2. Total Vehicle Theft.

For the purposes of this contract, special equipment shall mean lettering, advertisements, radios, clocks, fog and spot lights, outside mirrors, visors and other accessories and, in general, any part, accessory or sign installed in the insured vehicle in addition to the parts or accessories originally adapted by the manufacturer in each model and specific type launched into the market, provided they were installed by a mechanic shop authorized by the brand of the vehicle, as long as the insured presents proof of purchase and installation of the equipment.

In no case shall the compensation exceed the real value of the property at the date of the claim, nor the LIMITS contracted in Item 1.1 Physical Damage and Item 1.2 Total Vehicle Theft; in addition, an annual depreciation of 10% of the purchase value shall be applied.

#### ALL SOUND AND VIDEO EQUIPMENT AND GAME CONSOLES INSIDE THE INSURED VEHICLE ARE SPECIFICALLY EXCLUDED FROM THE COVERAGE DESCRIBED IN THIS ITEM.

#### DEDUCTIBLE FOR ITEM 1.5 SPECIAL EQUIPMENT

The same deductibles for Items 1.1 Physical Damage and 1.2. Total Vehicle Theft shall apply to this item.

#### ITEM 1.6 TRAILERS AND BOATS

When shown as covered in the Certificate of Insurance and/or Policy Specification , the following property shall be covered in addition to the insured vehicle:

#### A) PERSONAL TRAILERS

A Personal Trailer shall be understood as a tug boat, trailer tent, motor home or cargo trailer, excluding the household items and personal belongings within.

The indicated Trailer in the Certificate of Insurance and/or Policy Specification shall be covered for all the risks included in the following items:

- 1.1 Physical damage (even if the trailer is unhooked)
- 1.2 Total Theft of the Trailer (even if the trailer is unhooked)
- 1.4 Third-Party Liability (only when the trailer is hooked to the insured vehicle)

The cost of the trailer shall be added to the vehicle's value, thus comprising the limit for Items 1.1 Physical Damage and 1.2. Total Vehicle Theft

Regarding Third-Party Liability, this does not mean an increase in the LIMITS, but only the extension of those covered in the

policy.

**IN NO CASE SHALL VEHICLES TOWING MORE THAN ONE TRAILER BE COVERED**

**DEDUCTIBLE FOR PERSONAL TRAILERS**

The same deductibles for Items 1.1 Physical Damage and 1.2. Total Vehicle Theft shall apply to this item.

**B) LEASED COMMERCIAL TRAILERS**

This policy does not cover Leased Commercial Trailers unless mentioned in the Certificate of Insurance and/or Policy Specification. The only coverage that applies for Commercial Trailers is shown in Items 1.1 Physical Damage and 1.2. Total Vehicle Theft.

The cost of the trailer shall be added to the vehicle's value, thus comprising the limit for Items 1.1 Physical Damage and 1.2. Total Vehicle Theft.

**DEDUCTIBLE FOR COMMERCIAL TRAILERS**

The same deductibles for Items 1.1 Physical Damage and 1.2. Total Vehicle Theft shall apply to this item.

**C) BOATS**

Boat shall be understood as the vessel indicated in the Certificate of Insurance and/or Policy Specification and the platform or personal trailer when this is hooked to the insured vehicle towing it as a single unit.

Boats shall be covered provided they are on a platform or personal trailer and are hooked to the insured vehicle towing them. Boats shall be covered under all the contracted items shown as such in the Certificate of Insurance and/or Policy Specification.

The coverage of Item 1.4 Third-Party Liability shall not apply if the boat is separated from the trailer transporting it. Physical Damage and Total Theft shall be covered even when the boat is unhooked from the insured vehicle.

The cost of the boat shall be added to the vehicle's value, thus comprising the limit for Items 1.1 Physical Damage and 1.2 Total Vehicle Theft.

The inclusion of boats and trailers does not mean an increase in the LIMITS for Items 1.3 Medical Expenses for Occupants and 1.4 Third-Party Liability, but only the extension of those covered in the policy.

**THIS INSURANCE DOES NOT COVER DAMAGES SUFFERED OR CAUSED BY THE BOAT WHILE BEING LOADED OR UNLOADED FROM ITS TRAILER OR PLATFORM AND/OR WHILE IT IS IN THE WATER.**

**DEDUCTIBLE FOR BOATS**

The same deductibles for Items 1.1 Physical Damage and 1.2 Total Vehicle Theft shall apply to this item.

**ITEM 1.7 MOTORCYCLES**

Motorcycle shall be understood as any motorized vehicle with two wheels intended for legal use on the street, which shall be covered by this insurance provided it is specifically indicated in the Certificate of Insurance and/or Policy Specification.

The Motorcycle(s) shall be covered under all the contracted items shown as such in the Certificate of Insurance and/or Policy Specification, except for Item 1.3 Medical Expenses for Occupants, which under no circumstances can be contracted for the use of motorcycles.

In addition, the only coverage that could be agreed upon for mountain motorcycles ("dune buggies", ATVs, ATCs or mopeds) or any other motorcycle that does not fit the

above-mentioned definition, is Item 1.4 Third-Party Liability.

**DEDUCTIBLE FOR ITEM 1.7 MOTORCYCLES**

The same deductibles for Items 1.1 Physical Damage and 1.2. Total Vehicle Theft shall apply to this item.

**EXCLUSIONS - MOTORCYCLES**

- **MOTORCYCLES TOWING A TRAILER OR A SIDE CAR**
- **MOTORCYCLES ATTACHED OR "TIED" TO THE INSURED VEHICLE UNLESS MOUNTED ON THE BED OF A PICKUP TRUCK.**
- **MOTORCYCLES RUNNING ON ROUGH DIRT TRACKS OR ON NON-CONVENTIONAL OR ILLEGAL ROADS**

**2nd CLAUSE. PLATINUM ENDORSEMENT**

According to the Insured's needs and preferences, instead of acquiring a combination of the paragraphs of the 1st CLAUSE Insured Risks and Property, the Insured may choose the following fixed coverage package named Platinum Endorsement, which offers the advantage of a larger coverage, extending the items of the 1st CLAUSE, Insured Risks and Property, to include the following:

**ITEM 1.1 PHYSICAL DAMAGE**

**Coverage extension:**

**- Vandalism**

This is construed to mean the intentional and malicious damage to or destruction of the Insured Vehicle. The deductible amount established for Item 1.1 Physical Damage is extended to cover Vandalism.

**- Increased labor cost covered to repair damages suffered or caused by the insured vehicle.**

The covered labor cost to repair the damages suffered by the insured vehicle shall increase, provided that it has been decided to repair the vehicle in the United States of North America or Canada.

The maximum cost of labor per hour shall be that which appears as valid in the Certificate of Insurance and/or Policy Specification, and which shall be expressed in dollars, the legal currency in the United States of North America.

If the labor cost to be compensated exceeds 60% of the Insured Vehicle's value, then it shall be considered a total loss according to the 10th CLAUSE Valuation Basis and Damage Compensation, further described.

**Limit:**

The amount indicated in the Certificate of Insurance and/or Policy Specification.

**Deductible:**

A fixed deductible shall be applied, not a percentage of the limit; thus, a minimum deductible does not apply. The deductible shall be that shown on the Certificate of Insurance and/or Policy Specification.

**ITEM 1.2 Total Vehicle Theft**

**Coverage extension:**

**- Partial Theft**

This endorsement binds the Insurer to indemnify for the theft of permanently installed parts and accessories in the Insured Vehicle, excluding sound and video players and recording equipment such as radios, CB, UHF and/or VHF radios, televisions and/or videogames consoles, unless such equipment has been originally installed by the manufacturer of the insured vehicle.

**Limit:**

The amount indicated in the Certificate of Insurance and/or

Policy Specification

When agreeing upon this endorsement, the Exclusion I) from the 3rd CLAUSE General Exclusions, shall be automatically ineffective.

**Deductible:**

A fixed deductible shall be applied, not a percentage of the limit; thus, a minimum deductible does not apply. The deductible shall be that which appears in the Certificate of Insurance and/or Policy Specification

**ITEM 1.3 Medical Expenses for Occupants of the Insured Vehicle**

Coverage Extension:

**- Limit exceeding the Medical Expenses for Occupants**

This endorsement will increase the limit per event for Medical Expenses for Occupants according to the amount shown on the Certificate of Insurance and/or Policy Specification

Without this endorsement, the Insured will not be able to agree upon a limit higher than the one stipulated in the Certificate of Insurance and/or Policy Specification with this Insurer.

**- Limit exceeding the Medical Expenses for Occupants when the liable Third Party is uninsured.**

When an uninsured third party liable for an accident (specifically Third-Party Liability coverage), the limit of the coverage for Medical Expenses for Occupants shall be increased according to the amount established in the Certificate of Insurance and/or Policy Specification

**Deductible:**

No deductible applies

**ITEM 1.4 Third-Party Liability (CSL People-Property) Extension of the coverage:**

**- Limit exceeding Third-Party Liability on their Property and/or Self.**

This endorsement will increase the limit per event for Third-Party Liability according to the amount shown on the Certificate of Insurance and/or Policy Specification

Without this endorsement, the Insured will not be able to contract a limit higher than the one established in the Certificate of Insurance and/or Policy Specification with this Insurer.

**3rd CLAUSE. GENERAL EXCLUSIONS**

**UNDER NO CIRCUMSTANCES WILL THIS INSURANCE COVER:**

**a) ANY INDIRECT INJURY, EXPENSE, LOSS OR DAMAGE SUFFERED BY THE INSURED, INCLUDING THE LOSS OF VEHICLE USE.**

**b) CIVIL LIABILITY FOR DEATH OR FOR BODILY INJURY SUFFERED BY THE DRIVER OF THE INSURED VEHICLE OR ANY OTHER OCCUPANT, EXCEPT FOR MEDICAL EXPENSES COVERED IN THE SECTION ON MEDICAL EXPENSES FOR OCCUPANTS. IT DOES NOT ASSUME LIABILITY FOR INTERNATIONAL OFFENSES THAT OCCUR TO THE OWNER OR DRIVER OF THE VEHICLE.**

**c) EXCEPT FOR ANY WRITTEN AGREEMENT DONE OTHERWISE, THE EXPENSES AND FEES FOR LEGAL DEFENSE OF THE DRIVER, THE INSURED OR THE OWNER OF THE INDICATED VEHICLE IN CRIMINAL PROCEEDINGS DUE TO ANY ACCIDENT; IT DOES NOT COVER THE COST OF BONDS, FINES OR GUARANTEES OF ANY KIND, NOR DOES IT COVER PENALTIES OR ANY OBLIGATION OTHER THAN DAMAGE REPAIR.**

**d) THE SERVICES FOR WHICH THE INSURED IS LIABLE DUE TO ACCIDENTS SUFFERED BY THE OCCUPANTS OF THE VEHICLE WHICH RESULT IN CRIMINAL LIABILITY OR PROFESSIONAL RISKS.**

**e) CIVIL LIABILITY FOR FAMILY MEMBERS OR EMPLOYEES OF THE INSURED BEING RUN OVER OR KNOCKED DOWN BY THE INSURED CAR.**

**f) PROPERTY LOSS OR DAMAGE SUFFERED OR CAUSED BY THE INSURED VEHICLE DUE TO DRIVING ON NON-CONVENTIONAL ROADS OR CONVENTIONAL ROADS IN IMPASSIBLE CONDITIONS.**

**g) WHEN THE VEHICLE IS DIRECTLY INVOLVED IN SPEED OR RESISTANCE COMPETITIONS OR SAFETY TESTS.**

**h) DAMAGE SUFFERED OR CAUSED BY THE INSURED VEHICLE WHEN IT IS USED FOR THE TEACHING OR DRIVING OR OPERATION TRAINING.**

**i) DAMAGE SUFFERED OR CAUSED BY THE INSURED VEHICLE WHEN IT IS BEING USED TO TOW VEHICLES, TRAILERS OR BOATS, UNLESS THE TRAILER, VEHICLE OR BOAT IS SPECIFICALLY COVERED IN THIS POLICY.**

**j) DAMAGE SUFFERED OR CAUSED BY THE INSURED VEHICLE WHEN ITS DRIVER DOES NOT HAVE A VALID LICENSE OR PERMIT TO DRIVE IN MEXICO OR THE EQUIVALENT FROM HIS/HER COUNTRY OF ORIGIN AND OF A SUITABLE TYPE TO DRIVE THE INSURED VEHICLE, UNLESS HE/SHE CANNOT BE ACCUSED OF ANY SERIOUS GUILT, LACK OF SKILL OR NEGLIGENCE IN THE ACCIDENT.**

**k) DAMAGE SUFFERED OR CAUSED BY THE VEHICLE WHEN DRIVEN BY A PERSON UNDER THE INFLUENCE OF ALCOHOL OR UNPRESCRIBED DRUGS IF THESE CIRCUMSTANCES DIRECTLY INFLUENCE IN CAUSING DAMAGE IN THE ACCIDENT, UNLESS THE DRIVER CANNOT BE ACCUSED OF ANY SERIOUS GUILT, LACK OF SKILL OR NEGLIGENCE IN THE OCCURRENCE.**

**l) THEFT OF PARTS OR ACCESSORIES UNLESS IT IS A DIRECT CONSEQUENCE OF TOTAL THEFT OF THE INSURED VEHICLE.**

**m) VANDALISM IS EXCLUDED UNLESS THE INSURED HAS ACQUIRED THE PLATINUM ENDORSEMENT MENTIONED IN CLAUSE TWO OF THE SPECIFIC PROVISIONS OF THIS POLICY.**

**n) PHYSICAL DAMAGE SUFFERED BY THE INSURED VEHICLE DUE TO LACK OR LOSS OF OIL IN THE ENGINE, TRANSMISSION, GEARBOX, ETC., OR DUE TO LACK OR LOSS OF WATER IN THE RADIATOR.**

**o) MECHANICAL FAILURE OR LACK OF RESISTANCE OF ANY PART OF THE INSURED VEHICLE AS A RESULT OF ITS USE, UNLESS DIRECTLY CAUSED BY ONE OF THE RISKS COVERED BY THIS POLICY.**

**p) LOSS OR DAMAGE INFLICTED ON THE INSURED VEHICLE AS A RESULT OF MILITARY ACTIVITY, WHETHER DUE TO FOREIGN OR CIVIL WAR, INSURRECTION, SUBVERSION, REBELLION, INVASION, EXPROPRIATION, REQUISITION, CONFISCATION, SEIZURE OR DETENTION BY LEGALLY RECOGNIZED AUTHORITIES IN THE EXERCISE OF THEIR DUTIES, OR DUE TO ANY OTHER SIMILAR CAUSE IN WHICH THEY INTERVENE IN SUCH ACTS. LOSS OR DAMAGE SUFFERED OR CAUSED BY THE INSURED VEHICLE WILL NOT BE COVERED WHEN IT IS USED FOR ANY MILITARY SERVICE WITH OR WITHOUT CONSENT OF THE INSURED.**

**q) LOSS OR DAMAGE CAUSED BY THE NORMAL ACTION OF TIDES, EVEN IF IT CAUSES FLOODING AS A CONSEQUENCE OF EXPOSING THE INSURED VEHICLE TO THE TIDE.**

**r) LOSS OR DAMAGE DUE TO NATURAL WEAR OF THE INSURED VEHICLE OR OF ITS PARTS, AS WELL AS DEPRECIATION OF THE VEHICLE.**

**s) DAMAGE SUFFERED OR CAUSED BY THE INSURED VEHICLE FOR OVERLOADING IT OR SUBMITTING IT TO EXCESSIVE TRACTION FOR ITS RESISTANCE OR CAPACITY. IN THESE INSTANCES, THE INSURER IS NOT LIABLE FOR DAMAGE INFLICTED ON VIADUCTS,**

**BRIDGES, AVENUES OR ANY OTHER PUBLIC ROUTE OR UNDERGROUND OBJECT OR FACILITY, WHETHER DUE TO VIBRATION OR TO THE VEHICLE'S WEIGHT OR THAT OF ITS LOAD.**

**t) CIVIL LIABILITY FOR MORAL DAMAGE TO OCCUPANTS OF THE INSURED VEHICLE.**

**u) INJURIES AND AUTOMOBILE ACCIDENTS CAUSED BY THE DRIVER WHEN THE VEHICLE IS USED FOR SUICIDE OR ANY OTHER SIMILAR INTENT OR VOLUNTARY MUTILATION, EVEN IF THE DRIVER IS IN A STATE OF MENTAL INSANITY.**

**v) INSURER OBLIGATIONS STIPULATED IN THIS POLICY WILL AUTOMATICALLY BE ANNULLED IF THE INSURED OR ANY OF HIS/HER REPRESENTATIVES ENTERS INTO AGREEMENT OR PACT WITH THE INVOLVED PARTY(IES), IN ANY ACCIDENT, WITHOUT WRITTEN CONSENT OF THE INSURER.**

**w) THERE IS NO COVERAGE OF MEDICAL EXPENSES FOR PEOPLE WHO OCCUPY ANY TRAILER EVEN IF THE TRAILER IS COVERED BY THIS POLICY.**

**x) VEHICLES USED FOR PUBLIC TRANSPORT OR FOR THE TRANSPORT OF GOODS.**

**y) FOR ITEMS 1.1 PHYSICAL DAMAGE AND/OR 1.2 TOTAL VEHICLE THEFT, COVERAGE SHALL BE EXCLUDED IF THE VEHICLE DOES NOT HAVE PHYSICAL DAMAGE AND/OR TOTAL THEFT COVERAGE IN ITS POLICY FOR RESIDENT AUTOS ISSUED BY A LEGALLY ESTABLISHED INSURER IN THEIR HOME COUNTRY AND SUCH COVERAGE IS IN EFFECT DURING THE TIME IT IS IN THE MEXICAN REPUBLIC.**

**- IN THE EVENT THAT THE EFFECTIVE POLICY OF THE INSURED'S COUNTRY OF ORIGIN INCLUDES LAY-UP COVERAGE, OR IF THE INSURED BUYS THIS INSURANCE FOR AN EQUAL OR GREATER DURATION THAN SIX MONTHS, PAYING THE CORRESPONDING SURCHARGE FOR MEXICAN RESIDENTS, THIS EXCLUSION WILL NOT APPLY (LAY-UP IS THE ESTABLISHED PERIOD IN A POLICY IN WHICH THE INSURED WILL NOT USE HIS/HER VEHICLE).**

### **3rd CLAUSE. DEFINITIONS**

For all purposes of this Policy, the following words and phrases shall have these meanings unless the context requires a different meaning:

#### **1. Insured**

For the purposes of this insurance, the Insured is any person who drives the insured vehicle with the consent, whether expressed or tacit, of its owner, who could be a vehicle rental agency.

#### **2. Insurer**

This refers to ACE Seguros, S.A.

#### **3. General or gross average**

According to the Mexican Law of Navigation, article 115: "General average is when, intentionally and reasonably, any sacrifice has been made or any extraordinary expenses have been incurred for joint benefit, with the objective of keeping the properties engaged in a common risk to water navigation from an impending peril."

#### **4. Drunkenness**

A drunken (or alcoholic) state shall mean having a blood alcohol content of more than 80 milligrams per hundred square centimeters in the take tests from the insured's body. The professional opinion of an authority's expert, the results of toxicology taken tests, or the physical examinations conducted by physicians or authorized medical institutions will be enough proof for the Insurer to recover the payment in the event of a claim.

#### **5. Policy**

It is this insurance contract including its appendices, certificate of insurance, specifications, other certificates and

the endorsements sent out by the Insurer, as well as the insurance application and questionnaires, which represent proof of an insurance contract entered into between the Insurer and the Insured.

#### **6. Named Risk Insurance**

Named Risk Insurance covers the Insured only for specifically described risks in the Policy.

#### **7. All Risk Insurance**

All Risk Insurance covers the insured for any risk, except for those which are specifically excluded from the Policy.

#### **8. Insured Vehicle**

For the purpose of this insurance, the insured vehicle shall be understood as the means of motorized transportation covered by the Insurer, which is driven on conventional land roadways within the Mexican Republic; such vehicles are:

Private passenger automobiles

Pickup trucks

SUVs (Sport Utility Vehicles)

Motor Homes

Minivans

Motorcycles

Trailers

Wagons

Minivans

Recreational vehicles, provided their occurrences take place on conventional roads.

In the policy text, the term "insured vehicle" will be frequently used, which may refer to one or more insured vehicles for the same policy.

### **4th CLAUSE. LIMITS**

The Insured shall be responsible for setting and updating the LIMITS indicated on the Certificate of Insurance and/or Policy Specification ; they shall constitute the maximum limit of responsibility of the Insurer in the event of an occurrence and shall be set according to the following:

1. For Items 1.3 Medical Expenses for Occupants and 1.4 Third-Party Liability, the limit will be set through a mutual agreement by the Insured and the Insurer.
2. For Items 1.5 Special Equipment and 1.6 Trailers and Boats, the limit must be set according to the valuation or invoice value.

For Items 1.1 Physical Damage and 1.2 Total Vehicle Theft, the limit for personal automobiles, pickup trucks, motor homes and motorcycles shall correspond to the declared value by the Insured shown on the Certificate of Insurance and/or Policy Specification.

In the event that the Insurer grants a total loss of the vehicle, up to the declared value by the Insured, it will be paid without ever exceeding the current retail values reported in the "Kelley Blue Book Auto Market Report" published by Kelley Blue Book Co., California, and the N.A.D.A. (National Automobile Dealers Association) guide at the time of the occurrence.

### **5th CLAUSE. REINSTATEMENT OF LIMITS**

All compensations paid by the Insurer shall equally reduce the limit of any of the coverages affected by the claim; however, if the Insured requests it, it may be reinstated upon the Insurer's approval and with the payment of the corresponding additional premium.

### **6th CLAUSE. CURRENCY**

Both the Premium charge and compensations to be paid by the Insurer shall be made in US dollars or the equivalent in national currency following the monetary law in effect. Payments in foreign currency will be paid in Mexican Pesos according to the exchange rate established to settle liabilities named in foreign currency payable in the Mexican Republic, published by the Bank of Mexico in the Official Journal of the Federation (Diario Oficial de la Federacion) on the date of payment.

## 7th CLAUSE. TERRITORY

This policy is applicable only within the borders of the United Mexican States.

## 8th CLAUSE. OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

In the event of a claim, the insured is bound to:

a) Precautions: When an incident happens, the Insured will be bound to exercise all actions to avoid or minimize damage. If there is no danger due to the delay, he/she will ask for directions from the Insurer and must abide by them.

Expenses incurred by the Insured which are not specifically inadmissible will be covered by the Insurer and if the Insured acts according to the Insurer's instructions, these expenses will be paid in advance.

If the Insured does not comply with the aforementioned duties, the Insurer's liability will be limited to compensating the Insured for the suffered damage only up to the amount that would have been paid had the Insured complied with such obligations.

b) Notification of an Occurrence: When an occurrence covered by this policy takes place, the Insured will be bound to notify the Insurer as soon as he/she knows about the incident within a maximum 5 day period, except in cases of force majeure or unforeseeable circumstances, thus notifying upon the end of the mentioned event and before leaving the Mexican Republic; failure to notify within the herein stated period of time shall result in reducing the compensation to the amount that would have been paid had the Insurer received prior notification.

If the Insured fails to notify the Insurer within the Mexican Republic, the Insurer shall be freed from all its obligations derived from this policy.

The Insurer will have the discretionary authority to take into account the submitted claims payment only if the Insured, despite having left the Mexican Republic, fulfills the following requirements:

1. The occurrence is reported to the competent Mexican authorities, such as the Federal Preventative Police (Policía Federal Preventiva) or the Public Prosecutors Office (Ministerio Público).

2. The Insured reports the incident to the Insurer within twenty-four (24) hours of the date and time of the event as specified in the report of the competent Mexican authorities. The aforementioned does not apply, when as a result of this occurrence, the insured has suffered life-threatening lesions which make it impossible for him/her to file the report to the Insurer, in which case he/she will have 24 hours upon hospital discharge to submit the report to the Insurer.

3. The Insured must have a copy of the accident report produced by the adjuster.

If there is not enough information for the Insurer to authorize the occurrence, the claim will not be covered.

The Insurer has the authority to accept or deny the presented evidence. The Insurer may reject payment of the claimed compensation upon failure to submit any required document.

c) Notification of authorities: To file charges or a complaint before the competent authorities when dealing with theft or any other criminal act that could be accountable for claims supported by this policy, as well as to cooperate with the Insurer to recover the vehicle or the amount for the suffered damage.

d) Concurrence of coverage: In case of concurrence of coverage, the Insured will be bound to present the corresponding claim to the Insurer of his/her country of origin. Furthermore, when the Insured drives on toll highways, he/she must help the Insurer with the claim to the

Representative of the toll highway, the Ministry of Communications and Transportation (Secretaría de Comunicaciones y Transportes) or any other party involved in the concurrence.

e) Remittance of documents: The Insured is bound to inform the Insurer, as soon as he/she gains knowledge, of claims or legal disputes received by him/her or his/her representative(s), remitting the documents or copies received by him/her.

If the Insured fails to comply with this obligation, the Insurer will be freed from covering any corresponding compensation to the affected coverage due to a claim. The Insurer shall not be bound to acknowledge debts, transactions or any other legal act of a similar nature made or agreed upon with its consent. The admission of a material fact cannot be considered acknowledgement of liability.

f) Insured cooperation and assistance to the Insurer. At the expense of the Insurer, the Insured is bound in all civil proceedings that could be started against him/her due to liability covered by the insurance:

- To provide necessary information and evidence required by the Insurer to defend the Insured at the expense of the Insurer, if necessary, or when the Insured does not appear in court

- To exercise and assert the actions and defenses that by law correspond to the Insured

- To appear at all civil proceedings

- To grant the lawyers, whom the Insurer assigns, powers to represent him/her in the subpoenaed civil proceedings if he/she cannot directly intervene in all processes of such proceedings.

g) In the event of theft or any other criminal act which could result in a covered claim by this policy, the Insured will immediately notify the corresponding Mexican authorities and will cooperate with the Insurer in order to recover the vehicle or the suffered damage amount. In all cases, the Insurer will acknowledge or reject its liability within 30 days following the date in which it receives all corresponding documentation.

h) Upon request, the Insured shall, grant the Insurer, or whom the Insurer designates, vast powers to manage the defense or settlement of any claim in his/her name, or to continue the claim for the compensation of damages or any other third-party claim in his/her name and to his/her own advantage as soon as possible.

The Insurer shall have full freedom for the process management or settlement of any claim and the Insured will provide any necessary information or assistance.

i) Any assistance that the Insurer or its representatives offer to the Insured or third parties should not be construed as acceptance of the claims admissibility.

## 9th CLAUSE. OTHER INSURANCE

The Insured is bound to immediately give written notification to the Insurer about the existence of any other Insurance hired with another Insurer for the insured vehicle, covering the same risks and for the same interest, indicating the limit and the names of each one of the Insurers, according to article 100 of the Insurance Contract Law (Ley Sobre el Contrato de Seguro).

In accordance with article 102 of the Insurance Contract Law, another or other Insurance(s) covering the same insurable interest, entered into in good faith with the same or different dates and for a higher total amount of the value of the insured interest, will be valid and will bind each Insurer institution to the entire amount of suffered damage within the limits of liability that were insured.

If the Insured intentionally withholds the aforementioned, or if he/she buys multiple Insurances to get an unlawful benefit, the Insurer will be freed of its obligations.

## **10th CLAUSE. ASSESMENT AND DAMAGE COMPENSATION**

If the Insured has fulfilled the obligations of the 8 Clause Obligations of the Insured b) Notification of an Occurrence and the insured vehicle is free of any detention, seizure, confiscation or any other similar situation carried out by the legally recognized Authorities who intervene in such acts in the exercise of their duties, the Insurer will be bound to begin the assessment of damage without default.

If the Insurer does not carry out the suffered damage assessment caused by the vehicle within the 72 hours following notification of the event, as long as it is in accordance with the previous item, the Insured has the right to proceed with the repairs and demand the amount from the Insurer described in this policy, unless that for imputable reasons to the Insured, the damage assessment cannot be made. notwithstanding the information in article 71 of the Insurance Contract Law, upon finishing the evaluation and acknowledging its liability, the Insurer will indemnify the owner of the Insured Vehicle with the suffered damage assessment amount t accordingly to the date the loss happened.

Once the evaluation is begun by the Insurer, the suffered or caused damage will not be recognized if the Insured has proceeded in the repair of the vehicle without prior written consent of the Insurer, since this would not allow the Insurer to know about the existence or magnitude of the occurrence and the acts that concurred or influenced the event.

### **A) PARTIAL LOSSES**

Compensation of partial losses shall be comprised of the invoice value of parts and labor plus the taxes that they incur in. In all cases, upon making the assessment of losses, the price of parts or accessories on the date the loss happened shall be taken into consideration.

If the Insured chooses to carry out the vehicles repair in his/her country of origin, labor costs may not be higher than the labor costs stipulated in the Certificate of Insurance and/or Policy Specification.

In the event that the vehicle suffers damages requiring sold-out parts for its repair, the Insurer's liability shall be limited to paying the Owner of the Insured Vehicle the amount for those parts according to the list price at dealerships, plus the installation cost agreed upon by the Insurer and the Insured or, if an agreement cannot be reached, it will be settled by an expert's opinion.

The corresponding deductible will be decreased from the affected sections over the above calculated amounts.

### **B) TOTAL LOSSES**

If loss due to Physical Damage is higher than 60% of the vehicle, the claim will be considered a total loss.

In the event of total loss due to Physical Damage or vehicle Theft, the Insurer will pay up to the maximum contracted limit shown on the Certificate of Insurance and/or Policy Specification, without ever exceeding the retail values reported in the "Kelley Blue Book Auto Market Report", published by the Kelley Blue Book Co. of California, and in the N.A.D.A. (National Automobile Dealers Association) guide in effect on the date of the valuation of the loss.

## **11th CLAUSE. RECOVERABLE PROPORTIONALITY**

In no case shall the Insurer apply recoverable proportionality.

## **SECOND SECTION GENERAL PROVISIONS**

### **1st CLAUSE. PREMIUM**

The premium for this Policy shall be the addition of the premiums of all the mentioned coverages on this policy and

shall be due at the moment of entering into this contract.

The premium agreed upon may be paid by the Contracting Party either directly to the insurance agent or through an automatic charge made by the Insurer to a credit or debit card or bank account when the policy is bought through Internet.

Given the characteristics of this insurance, the collection of the premium shall always be done in one installment.

### **2nd CLAUSE. PAST DUE INTEREST**

In the event that the Insurer, despite having received the documents and information that allows it to know the basis of the presented claim, does not fulfill the obligation of paying the compensation, capital or lease, in terms of article 71 of the Insurance Contract Law (Ley sobre el Contrato de Seguro), it will be bound to pay the Insured, beneficiary or affected third party, in the terms established in article 135 Bis of the General Law of Insurance and Mutual Companies (Ley General de Instituciones y Sociedades Mutualistas de Seguros), a compensation due to delay according to what is established in this article.

Interests shall be calculated starting the day after the due date referred to in article 71 of the Insurance Contract Law (Ley sobre el Contrato de Seguro).

### **3rd CLAUSE. SALVAGE**

It shall be explicitly agreed that, in the event that the Insurer pays the commercial value of the vehicle at the date of the claim without exceeding the limit, the salvage or any recovery shall be of its property in the corresponding percentage, except for uninsured special equipment.

By virtue of the deductible paid by the Insured, the cost of the recovery shall be applied first to cover the portion paid by the Insurer and the remainder, if any, shall be given to the Insured.

For this purpose, the Insurer is bound to notify the Insured in writing of any recovery of which a portion could correspond to him/her.

In the event that the insured vehicle is a prior salvage, the limit shall be 50% of the current value. Likewise, in the event of a claim, the maximum compensable value shall be 50% of the current value at the moment of the claim.

### **4th CLAUSE. LOSS OF THE RIGHT TO COMPENSATION**

The Insurer will be freed of all its obligations:

- If it can be proven that the Insured, the Beneficiary or either representative, willingly misleads, conceals or inaccurately declares facts that can be excluded or that may limit such obligations
- If during the incident the Insured, the Beneficiary or their respective assignees act(s) by fraud or in bad faith,
- If it is proven that the Insured, the Beneficiary or either one's representatives, willingly misleads, do(es) not provide the requested information by the Insurer regarding related facts to the claim and with which the circumstances and consequences of its occurrence could be determined in a timely manner.

### **5th CLAUSE. EARLY TERMINATION OF THE CONTRACT**

The parties explicitly agree that this contract can be canceled before its maturity date:

When the Insured cancels the contract, it shall do so through a written notification to the Insurer. If such cancellation is done within the first 20 days of the policy, the Insurer shall have the right to the premium that corresponds to the number of days of the period in which the policy was effective, according to

the registered daily rate before the National Commission of Bonds and Insurances (Comisión Nacional de Seguros y Fianzas) for this contract and shall reimburse the Insured the remaining premium. Given the characteristics of this insurance, after twenty days, the Insurer shall automatically earn the total amount of the premium and will not reimburse any amount to the Insured.

When the Insurer cancels the contract, it shall do so through a written notification to the Contracting Party, and such cancellation shall be effective 15 days after the party has been notified. The Insurer shall reimburse the proportional unearned premium to the time of the Policy's remaining validity no later than when making such notification. If this premium is not reimbursed, the contract shall be considered as not canceled.

#### **6th CLAUSE. EXPERT VALUATION**

In the event of disagreement between the Insured and the Insurer about the amount of any loss or damage, the case shall be submitted to the opinion of an expert, appointed by mutual consent in writing by both parties; however, if the parties could not agree on the appointment of an expert, two shall be appointed, one from each party, which will be done within 10 days from the date in which one of them had been required by the other party in writing to do so. Before beginning their duties, both experts shall designate a third expert in the event of a dispute.

If one of the parties refuses to appoint an expert or simply does not do it when required by the other party, or if the experts do not agree in the designation of a third expert, it shall be the judicial authority who, by request of any of the parties, appoints the expert, the third expert, or both if necessary.

In the event of the death of any of the parties, when the party is an individual, or its dissolution, when a corporation, while the expert's report is being processed, the powers of the expert, experts or the third expert, whichever the case is, will not be canceled or affected; or, if any of the experts of the parties or the third party died before issuing its opinion, he/she shall be replaced by the appointment of the parties, the experts or the judicial authority.

All costs and expenses incurred by the expert's report shall be paid by the Insurer and the Insured in equal parts, but each one shall cover the fees of their own expert.

The expert's report referred to in this Clause does not imply the acceptance of a claim by the Insurer; it shall simply determine the amount of the loss that the Insurer would eventually be bound to compensate, leaving the parties free to exercise the actions and oppose the corresponding exceptions.

#### **7th CLAUSE. STATUTE OF LIMITATION**

All actions derived from this Insurance contract shall expire in two years, computed from the date of the event that originated them, according to Article 81 of the Insurance Contract Law (Ley sobre el Contrato de Seguro), except for the special cases indicated in Article 82 of the aforementioned Law.

The statute of limitation shall be interrupted not only by ordinary causes, but also by the appointment of experts or by the initiation of a conciliatory proceeding established in Article 68 of the Act for the Protection and Defense of Users of Financial Services (Ley de Protección y Defensa al Usuario de Servicios Financieros).

In addition, the statute of limitation shall be suspended upon presentation of the claim before the Insurer's Specialized Unit for Attention of Inquiries and Claims.

#### **8th CLAUSE. JURISDICTION**

In the event of a dispute, claimers should assert their rights

before the Insurer's Specialized Unit for Attention of Inquiries and Claims (Unidad Especializada de Atención de Consultas y Reclamaciones de la Aseguradora) or at the National Commission for the Protection and Defense of Users of Financial Services (Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros, CONDUSEF) and by their choice, determine the jurisdiction by territory, based on the address of any of their branches, in terms of articles 50 Bis and 68 of the Act for the Protection and Defense of Financial Services Users (Ley de Protección y Defensa al Usuario de Servicios Financieros) and 136 of the General Law of Insurance and Mutual Companies (Ley General de Instituciones y Sociedades Mutualistas de Seguros). The foregoing within two years of the occurrence that originated it, or in its case, from the denial of the Financial Institution to satisfy User claims.

If the parties fail to submit themselves to the arbitration of CONDUSEF, or whomever CONDUSEF appoints, the rights of the claimer shall remain untouched so that they can be asserted before a judge with jurisdiction based on the branches' address. In any case, it is the claimers choice to turn to the referred authorities or directly to the aforementioned judge.

#### **9th CLAUSE. COMMUNICATIONS**

All statements or communications related to the present Contract shall be given in writing to the Insurer at its corporate address. In all cases in which the address of the Insurer's offices is different from that shown on the issued Policy, the Insurer shall inform the Insured of the new address in the Mexican Republic for all information and notices to be sent to the Insurer and for any other legal purposes.

The requirements and communications that the Insurer must send to the Insured or its assignees shall be valid if sent to the last known address by the Insurer.

#### **10th CLAUSE. SUBROGATION**

The Insurer shall subrogate itself up to the amount paid, in all rights and actions against third parties that correspond to the Insured as a result of the suffered damaged. At the Insurer request, the Insured shall record the subrogation on public deed at the Insurer's expense.

The Insurer will be released of all or part of its obligations if the subrogation is impeded by facts or omissions from the Insured.

If the damage was partially compensated, the Insured and the Insurer shall agree to assert their rights in the proportion that corresponds to them.

The right to subrogation shall not proceed in the event that the Insured has a marital or kin relationship or affinity up to the second degree or civil, with the person that has caused the damage, or if he/she is liable for it.

The Insurer shall not be held responsible for the cancellation of the Temporary Importation permit, expenses for the vehicle's custody or release, as such expenses shall be paid by the Insured. At the Insured's option, the Insurer could pay these expenses and deduct them from the compensation.

#### **11th CLAUSE. LANGUAGE**

The English text of this Policy is a courtesy text; in the event of a dispute and for all legal purposes, the Spanish text shall prevail

#### **12th CLAUSE. ARTICLE 25 OF THE INSURANCE CONTRACT LAW**

If the contents of the Policy or its amendments do not concur with the offer, the Insurer can request the corresponding correction within 30 days following the day in which the Policy is received. After this period of time has elapsed, the

provisions of the Policy or its amendments shall be deemed accepted.

### **13th CLAUSE. COMMISSIONS OR COMPENSATIONS**

While the Policy is in effect, the insured and/or Contracting Party can request from the Insurer in writing information about the percentage of the premium that corresponds to the agent or corporation, either in commission or direct compensation, for its intervention in the execution hereof. The Insurer shall provide such information in writing or electronically no later than 10 business days after the date in which the request is received.

### **ACE SEGUROS, S.A.**

Edificio Arcos Oriente, Bosques de Alisos No. 47<sup>a</sup> 1er Piso,  
Bosques de las Lomas,  
C.P. 05120, México, D.F.

*The contract documentation and technical note that constitute this product are registered at the National Commission of Insurances and Bonds (Comisión Nacional de Seguros y Fianzas), according to the information in articles 36, 36-A, 36-B y 36-D of the General Law of Insurance and Mutual Companies (Ley General de Instituciones y Sociedades Mutualistas de Seguros), under record number CNSF-S0039-0494-2006 dated on 09/21/2006.*

### **ACE PLATINUM ASSIST TERMS & CONDITIONS**

#### **DECLARATIONS:**

1. The Tourist Auto Insurance Policy shall be in force and the Insured shall present proof of such coverage and the policy, for the Assistance service to be valid.

2. The "Insured" is defined as the person(s) specified on the Declarations Page of the Policy and/or the identified person driving the insured vehicle with the Insured's permission.

3. The "Occupants" are defined as the person(s) accompanying the Insured in the insured vehicle.

4. In order to present a claim that the Company is obligated to indemnify under the terms of this policy, the accident/emergency must take place within the Mexican Republic during the policy term.

5. The covered risks by this policy are limited to those risks exclusively described in the "Coverage Description" section.

6. The "Company" is defined as IKÉ Asistencia which is a third-party contracted by the ACE Seguros, S.A. to provide the services outlined in this document.

7. The Spanish text contains the official conditions of this contract, and in the event of any conflict, the Spanish text shall prevail. The English text of this policy is a courtesy translation without any legal effects.

**8. ALL CLAIMS MUST BE REPORTED BEFORE YOU LEAVE THE MEXICAN REPUBLIC. ANY UNREPORTED CLAIM WILL BE SUBJECT TO DENIAL.**

Please call the toll free number 01-800-223-8687 to report your claim in case of an accident, theft, and/or legal assistance, travel assistance or medical assistance in Mexico. The Claims Cabin is working 24 hours, 365 days.

NOTE: Some cellular phones or satellite phones may work differently depending on what type of Mexican service your phone company provides.

Upon entering Mexico, we highly recommend you to test these claims phone numbers to make sure these phone numbers work with your type of phone. If the toll free number does not work, please try the following optional numbers:

**USA or Canada cell phone in Mexico: 011 52 55 5480 0919**  
**Mexico Cell Phone: 01 55 5480 0919**

If you can not connect with any of the above phone numbers, then your phone does not have the proper service for Mexico.

We recommend you to locate a Mexican telephone such as a pay phone or a phone located at a hotel, restaurant, with a friend or a family member.

### **SECTION 1.0 - LEGAL ASSISTANCE**

#### **LEGAL ASSISTANCE IN CASE OF SUFFERING ANY TYPE OF CRIME**

In case the Insured suffers any crime, the Company will assess and assist the Insured in processing all accusations which must be reported to the corresponding authorities, as well as any other required procedures at the place where the event took place.

#### **LEGAL ASSISTANCE IN CASE OF PROPERTY DAMAGE OR BODILY INJURY AGAINST THIRD PARTIES**

In case the Insured and/or the Occupants suffer detention or imprisonment, derived from damages caused to a third-party such as bodily injury or property damage, where applicable, the Company will conduct through any of its lawyers the Insured freedom, through the corresponding Administrative and/or Judicial Authorities.

In case a bond is required to liberate the Insured, such bond will no exceed US\$30,000 or its equivalent in pesos at the rate exchange published in the Official Federal Journal (Diario Oficial de la Federación).

Neither the Insurer nor the Company will be responsible of the non derived damages from the automobile compensation.

#### **LEGAL ASSISTANCE IN CASE OF DEATH**

In case the Insured's and/or Occupants death due to any type of violence or an insured car accident, the Company will process all proceedings with the Public Authorities to integrate the investigation, body liberation and delivery of the body to the Insured's and / or Occupants families.

#### **AUTOMOBILE ACCIDENT ASSISTANCE AND LEGAL DEFENSE**

The Company will provide assessment and legal defense to the Insured in case he/she is involved in a car accident which results in legal or criminal responsibility for damages to third parties regarding bodily injury or property damage.

The Company will guarantee the presence of a lawyer to legally defend and assess the Insured, in any civil or criminal process due to a car accident covered by the insurance policy, since the beginning of the process until a sentence is provided.

In case of total theft of the insured vehicle, when recovered by the corresponding authority, before the Insured receives compensation from the Insurer, the Company will assist the Insured through any of its lawyers to complete the necessary procedures to recover the vehicle from the corresponding public authorities.

The Company shall pay all costs and expenses derived from the insured vehicle driver's legal defense

In case of an automobile accident, where the authorities require a guarantee to free the Insured, the Company will present such guarantee through a bond or bail, up to a US\$30,000 maximum or its equivalent in pesos at the exchange rate published by the Official Federal Journal (Diario Oficial de la Federación). Notwithstanding the above, if a bail is required to guarantee the damages to a third party, the maximum of the legal bail shall be equivalent to the Automobile Liability coverage mentioned in the insurance policy.

#### **LEGAL ASSISTANCE IN CASE OF ANY TYPE OF ACCIDENT**

If the Insured and/or the Occupants suffered an accident that provokes bodily injury, the Company, through its lawyers will assist the Insured and/or the Occupants or their legal

representatives, to make all corresponding legal accusations with the corresponding authorities, such as the Public Ministry, the Road Federal Police or any other authority to whom it is a duty to inform depending on the accident's location.

## **SECTION 2.0 - MEDICAL ASSISTANCE**

### **24 HOURS MEDICAL REFERENCES IN THE FULL MEXICAN TERRITORY**

The Company's medical assistance team will NOT offer any diagnosis. Upon the Insured's request, the Company, through its Telephone Medical Assistance team, will help the Insured to obtain the corresponding diagnosis through the following means:

1. Sending a doctor to the patient's location.
2. Such doctor will accompany him/her if necessary to a medical center.

The expenses and honoraries derived from a medical visit shall be covered by the Insured, who will pay directly to the corresponding doctor or medical center.

The Company shall offer the aforementioned service in the main cities in the Mexican Republic. In other locations, the Company will do anything possible to try to help the Insured to contact a doctor or a hospital as fast as possible, as well as to obtain the best price and service conditions available.

Neither the Company nor the Insurer shall be held liable regarding the service or practices offered by the aforementioned doctors or medical institutions, which shall remain their sole responsibility.

### **LAND AMBULANCE TRANSPORTATION**

In case the Insured or the Occupants (5 people maximum) suffer grave illness or accident, which provokes bodily injuries or traumas that the Company's medical equipment, working with the designated doctor, recommend hospitalization, the Company will cover the land ambulance cost, without any limit, to the closest medical center to the place of the accident within the Mexican Republic, and the most appropriate medical center regarding the required treatment. If necessary and for medical reasons, such service will be provided under medical supervision.

### **AIR AMBULANCE DUE TO EMERGENCY**

In case the Insured or the Occupants (subject to a maximum limit of five (5) persons), suffer an illness or serious accident, that require an air ambulance, the Company will provide it to move the Insured to the closest hospital where medical attention and adequate service may be provided.

The Company will provide such transportation under medical supervision to the nearest hospital from the place of the accident within the Mexican Republic.

If due to personal preference, the Insured decides to be transported by air ambulance to his/her place of origin or to a city in the United States of America or Canada, independently from his health status, the Company will provide transportation options; and the cost will be absorbed by the Insured

### **TRANSPORTATION OR REPATRIATION IN CASE OF DEATH**

In case of death of the Insured or Occupants (maximum 5 Occupants), the Company will carry on with all the necessary procedures with the public authorities and will also process the repatriation and/or the body transportation, and/or incineration and/or the ashes transportation in case the Insured's or Occupant's permanent residence is in the USA or Canada.

### **TRIP CONTINUATION FOR OCCUPANTS IN CASE OF AN EXTENDED ILLNESS**

In case one of the Occupants (maximum 5 Occupants), require hospitalization for over 5 days due to a serious accident, the Company will cover:

1. An airplane or bus ticket per Occupant to continue the trip, subject to the ticket price does not exceed the cost of the ticket to the Insured's and Occupants' permanent place of residence. The covered trip shall be within the Mexican territory, the USA or Canada.
2. A ticket per Occupants to the place of residence in the Mexican Republic, the USA or Canada.

The Company shall pay for special transportation if the Company's medical team deems it necessary and only if the person is not able to travel in a commercial transportation.

### **TRANSPORTATION OR REPATRIATION IN CASE OF DEATH OR IN CASE OF EXTENDED ILLNESS**

If the Insured and or driver is hospitalized for over five days, due to a car accident or in case of death, the Company shall cover the transportation expenses of the Occupants (5 Occupants maximum) to their place of permanent residence, as long as it is located within the Mexican Republic, USA or Canada. This coverage shall only apply if the trip may not be continued without the Insured or driver. It is also possible to cover the expenses to the original destination place, as long as the cost does not exceed the cost back to the place of residence. The Company shall only be responsible to pay tourist class transportation

### **ROUND TRIP TICKET AND HOTEL STAY FOR AN APPOINTED PERSON**

With the objective that the Insured has company, in case the Insured is hospitalized within the Mexican Republic due to a serious illness or accident, if the hospitalization lasts over 5(five) calendar days and the Insured were traveling without the company of another adult, the Company shall offer and cover a round trip ticket payment (in tourist class, from the permanent residence of the Insured or the appointed person by the Insured) as long as such residence is in the USA or Canada. The Company shall also coordinate and cover the expenses for hotel stay for the appointed person by the Insured up to a maximum of \$1,000.00 (one thousand) Mexican pesos per day or its equivalent in American Dollars per day during 5 (five) calendar days. In case of death of the Insured, the Company will provide the same service as in the last paragraph but only for an immediate relative of the Insured for recovering the body and making the necessary arrangements.

## **SECTION 3.0 - ROADSIDE ASSISTANCE**

### **BASIC ROADSIDE ASSISTANCE**

Regarding the insured vehicle by the policy, the Company shall cover the following basic roadside assistance:

1. Lockout Service - If the Insured accidentally locks the keys inside the car, the Company shall send a locksmith to open the car up. The parts' cost to open the car, or to subsequently operate the car, will be the responsibility of the Insured.
2. Emergency Fuel Service - If the insured vehicle runs out of fuel, the Company will arrange the necessary fuel to get to the next fuel station, to be delivered to the place where the Insured reports he/she is. The cost of the fuel must be paid by the Insured.
3. Flat Tire Service - The Company will arrange to have the flat tire replaced with the spare tire of the insured vehicle or have the tire inflated for trip continuation. In case the tire must be replaced, the Insured must have a spare tire in good conditions.
4. Jumpstart Service - The Company will send a mechanic or technician to jump start the automobile. However, the

Company will not be responsible for any damage caused to the vehicle or any electrical parts, nor systems due to the jump start.

Important Note: The Insured shall be present at the time the service technician is working on the insured vehicle.

#### **TOWING SERVICE AND SERVICE PAYMENT**

In case of an automobile accident or mechanical break down which does not allow movement of the vehicle driven under the Insured's responsibility, the Company shall provide and cover the towing service cost to the nearest repair shop within the city or state of the Mexican Republic in which the event takes place up to a US\$300 limit.

This service does not apply for a rented vehicle from a rental agency in Mexico. In this case the Company will only serve as an intermediary between the Insured and the car rental agency to solve the problem.

In all cases, the Insured must be present during the towing of the vehicle.

The following vehicles are explicitly excluded from the towing service: Vehicles with a 3.5 tons capacity or over, appointed vehicles to public transportation or cargo, such as federal vehicles, local vehicles, taxis, minibuses, buses and rental vehicles within the Mexican Republic. However, if the driven vehicle by the Insured weighs over 3.5 tons and such vehicle is for personal use, deemed as an RV, the weight exclusion shall not apply.

RVs will be towed to the nearest repair shop where repairs can be made. If the Insured wants to tow the vehicle to another location other than the nearest shop, the maximum afforded towing limit under this coverage is \$300 US dollars. It is important to mention that if the cost exceeds the aforementioned limit, the excess will be covered by the Insured. This service shall be only offered within the Mexican Territory

#### **C. RENTAL CAR PAYMENT DUE TO MECHANICAL FAILURE, ACCIDENT OR THEFT OF THE INSURED VEHICLE**

If the work shop where the repairs are taking place deems that the repair of the insured vehicle will last over 48 hours, the Company shall authorize coverage once the situation has been evaluated and the payment of a rented vehicle shall be reimbursed. The Insured may use the vehicle for a maximum period of 3 (three) days, with a maximum cost of US\$70 per day or its equivalence in Mexican Pesos using the exchange rate at the time of payment, as long as the Insured abides by the rental company requirements for the rental of the vehicle. This coverage operates in Mexico, USA and Canada, derived from the current tourist auto policy.

In the case of robbery, the maximum covered period will be 3 days with a limit of 700 Mexican Pesos per day, subject to the car robbery happened 10 days before.

#### **SECTION 4.0 - OTHER COVERAGES**

##### **TRIP INTERRUPTION IN CASE OF THEFT, TOTAL LOSS OR EXTENDED REPAIR**

If the insured vehicle is declared as a total loss, as a stolen car or repairs take longer than 10 days, the Company shall pay for the Insured and the Occupants (maximum 5 Occupants) return expenses to their place of permanent residence by land or air in tourist class. The Company may also pay for the expenses to continue the trip to the original destiny as long as the cost does not exceed the cost of transportation to their permanent residence.

##### **CASH ADVANCE**

In case the Insured suffers a robbery involving physical or verbal assault and is left without cash, the Company may

provide the Insured previously authorized cash advance by the Insurer, for a maximum of \$1,000 USD (one thousand US Dollars).

#### **TOURIST INFORMATION**

Upon the Insureds' request, the Company shall provide information by phone related to:

- Museum schedules in the Mexican Republic
- Vaccine and visa requirements for other countries
- Weather reports in the Mexican Republic
- Sport events and shows in selected Mexican cities
- Plane tickets, hotels and restaurant reservations.

#### **URGENT MESSAGE TRANSMISSION**

In case of an emergency and at the Insureds' request, the Company, will take and transmit urgent messages on behalf of the Insured to the appointed party.

#### **SECTION 5.0 - DUTIES OF THE INSURED/OCCUPANTS**

1. The Insured or Occupants must call and report any need for assistance as soon as possible by using the toll free number on the declarations page of the policy.
2. The Insured must cooperate with the Company, he/she must provide all necessary information, and fill out any necessary documents in order to provide the necessary service.
3. The Insured must not make any arrangements or incur any expenses without consulting the Company first and obtaining approval.
4. The Insured must take reasonable measures to prevent further damage or diminish its effects for any act that requires the services provided in this contract.
5. All claims must be reported to the Company immediately and before leaving the Mexican Republic.
6. At the Insurer's discretion, the automobile Occupants must have proof that they have accompanied the Insured in the insured vehicle during the trip.

#### **SECTION 6.0 - EXCLUSIONS**

This policy does not provide assistance coverages for the following:

1. If the Insured cannot show proof of coverage or cannot show a valid ID.
2. If the Insured or Occupants cause intentional damage to their property.
3. Damages caused by psychological or psychiatric illness, alcohol, or the influence of drugs, other than those medically prescribed by a doctor.
4. Medical coverages shall be excluded if the Insured is traveling against medical recommendation.
5. If the Insured does not follow his/her obligations as stated in Section 5.0.
6. Incurred expenses by the Insured without the Company's consent or approval it is an emergency situation.
7. If the Insured provides false testimony.
8. The Insured is illegally in the country or if the insured vehicle is not appropriately certified to circulate in Mexico or does not have the appropriate importation permit.
9. Damages caused by service delay due to force majeure or reasons beyond the Company's control such as weather, public authorities, etc.
10. Traveling against the recommendation of a doctor especially regarding pregnant women.
11. When the vehicle directly participates in races or competitions or safety, resistance or speed tests.
12. Damages caused from traveling on non-conventional or non- municipal roads.
13. If Insured runs away at an accident scene.
14. If the Insured is involved in any criminal or illegal activity or if he/she is a fugitive of the law.
15. Damages that result from inadequate maintenance or modifications to the automobile.
16. Losses derived from strikes, riots, insurrection, war, terrorism, civil war, popular uprising, nuclear activity, etc.