

GENERAL CONDITIONS FOR THE TOURIST AUTOMOBILE POLICY: SPECIFICATIONS, TERMS, CONDITIONS AND EXCLUSIONS

Qualitas Compañía de Seguros, S.A. de C.V, hereinafter known as the “Company” and the policyholder, hereinafter known as the “Insured”, have agreed on the coverage and sums insured that appear on the face of the policy as being contracted, it being understood that one or several of the basic coverage may be selected and in addition if it is so desired, one or several of the additional coverage may be contracted.

CLAUSE 1 - SPECIFICATIONS OF RISKS

SECTION 1: PROPERTY DAMAGE

a) **Collision, upset and glass breakage:** Loss or material damage that the insured automobile may suffer as a result of a collision, upset and glass breakage are covered by this item a) shall be paid by the Company only in excess of the deductible mentioned on the face of the policy and for which the Insured shall always be liable for the amount of the deductible. The before mentioned deductible shall be applied to each accident that is to be indemnified in accordance with the terms and conditions of this section.

b) **Transportation:** Material damage to the insured vehicle caused by grounding, sinking, fire, explosion, collision, turnover or derailment of the means of transportation used when being transported by land, air or water, as well as by the insured vehicle falling into the sea during loading, unloading maneuvers or transshipment, including the contribution of the Insured to general or particular average, including the salvage charges for which the Insured may be held liable.

c) **Towing Expenses:** In the event of an accident that is to be indemnified under the terms of this policy, the Company shall pay the towing expenses necessary to tow the insured vehicle anywhere within the limits of the Republic of Mexico, and to the place where the Company decides the vehicle is to be repaired, as well as pay for the expenses up to a limit of \$500.00 US Dollars that are necessary to put the vehicle into condition to be towed.

Deductible: The coverage a) and b) for Section 1, Physical Damage, are contracted with the invariable application to each accident of an amount to be paid by the Insured, known as a deductible. The amount or percentage of deductible is declared on the face of the policy. For semi-annual and annual policies, claims for glass breakage only be the responsibility of the insured the deductible corresponding to 20% of the value of the affected glass with a minimum deductible of \$100.00 US Dollars

SECTION 2: TOTAL THEFT

a) **Total Theft of the Vehicle:** Total theft of the insured vehicle, as well as the loss or damage that may occur as a result of such total loss.

b) **Fire, Lightning and/or Explosion:** Material damage that the vehicle may suffer as a consequence of fire, lightning and/or explosion.

c) **Strikes and Civil Commotion:** Material damage that the vehicle may suffer by the acts of third parties involved in work stoppages, strikes, labor disturbances, political meetings, mutiny or popular uprisings; or by malicious mischief committed during the time such acts are being carried out; or material damage caused by measures of suppression taken by legally constituted Authorities in the performance of their duties.

d) **Natural phenomena:** Material damage that the insured vehicle may suffer as a result of cyclone, hurricane, hail, earthquake or volcanic eruption, avalanches, flood (caused by the overflow of rivers, lakes or inlets, with the exception of salt water), land or rock slides, the fall or collapse of constructions, buildings, structures or other similar objects, including falling trees and branches.

Deductible: The coverage for Section 2, is contracted with the invariable application to each accident of an amount to be paid by the Insured, known as a deductible. The amount or percentage of deductible is declared on the face of the policy.

In connection with Sections 1 and 2, coverage is also included for the special equipment that is installed in the insured automobile by adding the cost of said special equipment to the value of the automobile and thus it forms part of the sum insured. It is hereby understood that for the effects of this contract, special equipment consists of lettering, signs, radio, clocks, fog and spot lights, outside mirrors, visors and other similar accessories.

SECTION 3: CIVIL LIABILITY (CSL for PD & BI) / Coverage is in effect, for property damage and/or bodily injury, in accordance with the current legislation applicable in the Republic of Mexico on the subject of legal civil liability of the Insured or of any person that is driving the vehicle with the expressed or tacit consent and as a consequence of said use, may cause damage to property that does not belong to the Insured or to persons related to the Insured, the driver or his representatives or relatives. Also, the bodily injury or death to third parties is covered. Without exceeding the sums insured that are shown on the face of the policy, the payments that the Company makes shall be subject to the following concepts:

a) Damage to property belonging to third parties.

b) Medical expenses incurred while administering first aid.

c) Medical and/or burial expenses, as the case may be to third parties that are injured by the vehicle insured.

d) The legal indemnity that has to be paid for death, total or partial disability be it permanent or temporary.

e) The expenses and court expenses that the Insured or the driver is sentenced to pay arising out of a suit for civil liability brought against the Insured.

EXCLUSIONS: Punitive damages are specifically excluded, the corporal damages are excluded, injuries and the death specifically that undergo the occupants of the assured vehicle.

SECTION 4: LEGAL ASSISTANCE / The Company agrees with the Insured that by means of the obligation to pay the corresponding premiums, it agrees to cover the legal fees of Lawyers, expenses inherent to a criminal trial as well as the immediate issuance of a bond through a Surety company in order to obtain the temporary freedom of the driver and the release of the vehicle involved and /or cover the amount of the bond for the same purposes when so required at the time that the Insured is requested to cover as a result of an accident in which the vehicle property of the Insured is involved in an accident covered in this policy. The coverage that is issued is subject to the following:

1. The Company agrees to cover the legal expenses that the Insured has to pay as a result of an automobile accident. The Insured shall have the right to request that the Company pay the expenses that are hereinafter described up to the limits that are mentioned herein:

I. The professional services received of a judicial nature by the Insured in dealing with the penal or administrative problem that occurred. The Company shall pay for the professional services as a maximum an amount equivalent to \$2,000.00 US Dollars

II. The expenses inherent to the criminal trial as a direct result of the accident. For the expenses incurred in the penal process of the accident as a whole, the Company shall pay as a maximum an amount equivalent to \$750.00 US Dollars

III. In the event that the Judicial Authority were to establish an amount for the provisional freedom of the driver and the release of the automotive unit, the Company agrees to submit a surety bond for a combined single limit per event up to a maximum amount of \$25,000.00 US Dollars. In every instance, the Insured agrees to comply with the requirements that for this purpose the Company needs.

IV. In the event that the Judicial Authority establishes an amount for obtaining the provisional freedom of the driver and the release a the vehicle, the Company shall cover the amount of premium for said bond, up to a maximum amount equivalent to \$6,000.00 US Dollars and the Estado de México to a maximum amount equivalent to \$8,700.00 US Dollars.

2. The obligation of the Company to pay the legal fees is circumscribed to the limits of the amounts that appear in item 1 of this coverage. Said limits of the amounts issued shall be automatically reinstated when they are reduced due to any payment made by the Company during the term of the policy. If the Company acts with negligence in the determination or direction of the defense, the responsibility as far as the amount of the expenses of this defense will not be subject to any limit.

3. Once the bond has been issued, the Insured agrees to comply with each and every one of the provisions that are established in the Penal Code in order to avoid the cancellation of the provisions freedom of the driver that is under indictment and to avoid that the Judicial Authority may call in the bond or guarantee. In the event that the bond or guarantee is called in for reasons that are imputable to the trial or to the Insured, the latter shall reimburse the Company the amount of the premium of the bond or guarantee that for this reason had been paid.

4. In the event of a loss, the Insured agrees to comply with the following requirements:

a) At the time of the accident the insured shall give immediate notice within the 24 hours following the accident be it by the insured or by a third party; this notification shall be given to the offices of the Company that are close to the scene of the accident or to the Head Office.

c) The Insured shall select amongst the lawyers that are included in the list that for this purpose the adjuster of the Company shall provide; the lawyers selected shall represent the Insured and will handle all of the legal matters that arise as a result of the traffic accidents that may occur.

c) The insured agrees to attend all proceedings of a penal, civil and administrative nature that require his presence

5. The Company shall not be obligated to make any payment under this coverage, in the following cases:

a) The Company shall not pay any expense made as a result of civil liability.

b) If in the opinion of the Judicial Authorities, the accident was caused by the Insured in an intentional manner.

c) When the traffic accident occurs' the premium has to have been paid.

d) The Company shall not pay or reimburse under any circumstance bribes, gratifications, expenses incurred for copies or for any other concept that is not contemplated in the terms and conditions stated herein.

6. The terms, conditions and exclusion listed on the policy are ratified only if not opposed to the above described terms.

SECTION 5: MEDICAL EXPENSES FOR OCCUPANTS / The payment of medical expenses that are incurred within the Republic of Mexico for the concept of hospitalization, medical attention, nurses, ambulance service and funeral expenses as a result of bodily injury suffered by the Insured or by any of the occupants of the vehicle insured in a traffic accident or by fire, explosion, or meteorological phenomena while traveling in a compartment, cover or cabin designed for the purpose of transporting passengers. Medical expenses covered under this policy are:

a) **Hospitalization:** Room and board in the hospital, physiotherapy, expenses inherent to hospitalization, drugs and medicines in general that are prescribed by a Doctor that is legally authorized to practice medicine.

b) **Medical Attention:** The medical services required that are provided by professionals legally authorized to practice their profession.

c) **Nurses:** The cost of the services of nurses that are legally authorized to practice their profession for a maximum period of 30 days.

d) **Ambulance Service:** The expense incurred for ambulance service, when this is considered indispensable.

e) **Funeral expenses:** The expenses incurred for this concept are covered up to a maximum amount of 50% of the sum insured per passenger and shall be reimbursed upon the presentation of the corresponding documents.

In the event that at the time of the accident, the number of passengers injured is in excess of the number of persons insured, the limit of liability per person shall be paid in a proportional manner. The Company shall pay the above mentioned expenses up to the time as the sum insured for each person is exhausted. The obligation of the Company shall automatically cease when the effects of the injury disappear or when the doctor releases the patient or when the medical or funeral expenses incurred have been paid.

Specific exclusions for Medical Expenses for Occupants: This insurance in no way covers:

a) The payment of expenses incurred abroad for hospitalization, medical attention, nurses and ambulance service.

b) Expenses incurred for general physical exams for the purpose of determining the state of health known as a "CHECKUP" and that are performed after the Insured joins the plan.

c) The difference in the diagnostic services, laboratory tests and X-rays that were performed abroad.

d) Expense for a hospital room when it is different from the standard room, as well as meals for the room companion.

e) Orthodontic treatments and plastic surgery.

f) When the insured vehicle is a motorcycle.

SECTION 6: ROADSIDE QUALITAS ASSISTANCE / The Company agrees with the Insured by means of the hiring of the coverage serving for attendance in trip to the driver and vehicle that circulates in the Mexican Republic in quality of tourists, in the occasion of an automobile accident or damages. The coverage is hold to serve the following attendance services:

1. Road Aid. In case of lack of gasoline, flat tires or discharged battery that prevent the independent circulation of the vehicle, the Company will manage the shipment of the most suitable supplier, considering the type of presented /displayed eventuality. In order to solve such eventualities, the Company will consider as maximum limit equivalent in US Dollars to the amount of \$200.00 Mexican Pesos per Automobile and event in a city, with a maximum of two events per year and equivalent in US Dollars to the amount of \$800.00 Mexican Pesos per vehicle and event in highways, with a maximum two events per year, of such form that the vehicle can be mobilized by its own means. The Company will consider a maximum of \$10.00 US Dollars by concept of repair of tires and gasoline, the excess to this assured sum will be paid by the beneficiary directly to whom serves according to the effective tariffs of this one, at the moment at which the lender of the service asks for the beneficiary. In all the cases, the beneficiary will have to be present at the time of the service provided.

Beneficiary: The driver of the Automobile.

Exclusions: In no case, under the terms and conditions of this cover, the Company protects the expenses in which the beneficiary by concept incurs of: Spare parts, Oils, Storage cells and/or tires and Fines of any type that are imposed by the authorities.

2. Shipment and Payment of Crane: In case of Failure that does not allow the independent circulation of the Automobile, the Company will become position of its transfer to the garage or nearer population. Also, this service still operates in case of automobile accident that it does not allow the independent circulation of the Automobile, and when coverage 1. Material Damages has not been contracted. It is understood that the transfer of the Automobile, will take place as long as it is not confiscated, seized or lengthy on the part of the legally recognized

authorities in the occasion of their functions and in exercise of them. The Company will only be responsible for the expenses distributed in the transfer from the Automobile to the garage or nearer population with a maximum limit of \$150.00 US Dollars by event, maximum two events per year. The cost that exceeds \$ 150.00 US Dollars will be paid by the Beneficiary directly to whom gives the service.

Beneficiary: The Driver of the Automobile.

Exclusions: The Company will not send crane in the case of flat tires, lack of gasoline, storage cells damaged or in badly been, as well as the expenses which incur the Beneficiary by concept of: Fines of any type imposed by the authorities.

3. Medical transfer in case of automobile accident to the closest Hospital Center: If as a result of an automobile accident of the assured vehicle, the driver and/or the occupants have been hospitalized and by their medical condition require to be transferred in an ambulance to another hospital center within the Mexican Republic, according to the criterion of the doctor that is making the treatment and Company's doctor, the Company will manage and assume the cost of this transfer. In no circumstance the medical or hospital expenses and transfers done outside the Mexican Republic will be covered.

Beneficiary: The Driver and/or the occupants of the Automobile.

4. Shipment and Payment of Locksmith: In case that the Beneficiary by non-intentional negligence has forgotten the keys within his Automobile when closing it, the Company will manage the shipment of a locksmith, and will assume the cost of the opening of the Automobile. In order to be able to grant this service, in all the cases it will be necessary that the Beneficiary identifies itself with the locksmith before he provides the service. This service will be provided as much to request of the Beneficiary and without responsibility of any type for the Company as for the lender of the same one. In no case duplicates of keys will be done.

Beneficiary: The driver of the Automobile.

5. Expenses of Hotel by Convalescence: In case of automobile accident, the Company will manage the necessary expenses for the prolongation of the stay at a hotel within the Mexican Republic, from the beneficiary and /or the occupants of Automobile immediately assured after being given of hospital discharge document, if this prolongation has been prescribed by the local doctor and the doctor of the Company. This benefit is limited to \$75.00 US Dollars with a maximum limit of \$375.00 US Dollars by Automobile and event.

Beneficiary: The driver and/or the occupants of the automobile.

SECTION 7: TRAVEL ACCIDENT ASSISTANCE / The Company agrees to provide the insured, upon acquisition of this coverage, Travel Assistance Services for Personal Accidents to insured and travel companions (occupants of the vehicle at the time of purchase of coverage), as per the benefits granted under this coverage. Services will only be provided within the territory of the Republic of Mexico and solely to foreign residents (non-Mexican nationals) traveling in Mexico as tourists or temporary visitors, Mexican citizens who are legal residents of the USA or any country other than Mexico, traveling in Mexico on a temporary basis, as well as foreign nationals residing legally in Mexico. Excluded are Mexican citizens who are residents of Mexico. Services are provided through Medical Services Providers appointed and authorized by the Company.

1. Travel Assistance Services for Personal Accidents. Covers payment of medical expenses related to hospitalization, prescribed medicines, medical treatment, related medical assistance services, ambulance services, pertaining to bodily injuries sustained by the insured a/o occupants of the insured vehicle, within the policy term and within the republic of Mexico, for accidental bodily injuries sustained while out of the vehicle, and up to the insured sum under this Section. Bodily injuries sustained while driving or as a passenger of the insured vehicle, are covered by the MEDICAL EXPENSES FOR OCCUPANTS Section. That is, the Travel Assistance Services provided for Personal Accidents under this Section, are additional and complementary, but distinct and separate from the medical coverage which pertains to automobile accidents, acquired under this Tourist Auto Policy, and thus these Assistance Services cover exclusively Accidents out of the vehicle. Medical related expenses covered for occupants of the vehicle under this Policy and under this coverage, are:

a) **Hospitalization.** Food and boarding while in the hospital, all directly related hospitalization expenses, X rays, diagnostic and laboratory procedures carried out at the time emergency occurred, as well as prescribed medicines during hospitalization.

b) **Medical attention.** Medical services provided by certified physicians and medical surgeons according to their respective specializations. Excluded from coverage are dentists' fees, dental expenses, chiropractor and physiotherapists expenses a/o fees. Required dental related treatment, alveolar, gingival or maxillofacial indispensable treatment, is covered as long as it relates to injury or injuries derived from an accidental bodily injury covered under this Section.

c) **Land Ambulance Services.** Lesions or injuries suffered by the insured derived from an accident covered under this Section, whereby the Company's medical coordinators in agreement with the attending physician issue jointly a recommendation for hospitalization of insured, the Company will cover the cost of land ambulance service to transport the Beneficiary to the nearest medical center / hospital appropriate for treatment of lesions or injuries suffered. Accordingly, the Company will cover up to \$100.00 US Dollars for land ambulance services to transport Beneficiary for each service /event, and up to two transportation services or events during the term of the policy.

Beneficiary: The insured named and all occupants of the vehicle at time of purchase.

EXCLUSIONS: Without exception, and as per the terms and conditions of this coverage, the Company will not cover transportation costs and expenses of Beneficiary in case of illness.

d) **Transportation and lodging for family member during hospitalization.** In the event of hospitalization of the Beneficiary due to accident and that his / her hospitalization is expected to be greater than five days, the Company will arrange and pay for a round trip ticket (coach ticket originating at the place of residence of the Beneficiary) for a person, designated by the Beneficiary to accompany him / her during hospitalization. The Company will also arrange and pay for lodging expenses of the designated companion up to a maximum of \$60.00 US Dollars per day up to a maximum of 5 natural consecutive days.

Beneficiary: The insured named and all occupants of the vehicle at time of purchase.

e) **Payment of hotel for convalescence.** The Company will arrange and pay for lodging of the Beneficiary at a hotel of his / her choice immediately after leaving the hospital, if prescribed by the treating physician and in agreement with the Medical Team of the Company. The maximum amount for this benefit will be of \$60.00 US Dollars per day, per person up to a maximum of 5 natural consecutive days per event. In case Beneficiary decides to continue his / her trip, it will be then assumed Beneficiary renounces this service or benefit, and Company will no longer be liable to provide it nor obligated to cover such related expenses present or future.

EXCLUSIONS: Under no circumstance, as per the terms and conditions of this coverage, the Company will cover expenses incurred by Beneficiary for food, beverage, rent or purchase of movies, telephone calls, and/or additional beds.

Beneficiary: The insured named in the Policy, and all occupants of the vehicle at time of purchase.

Company adjuster will issue in each and every case, the corresponding medical passes, as the circumstances surrounding the personal accident suffered permit it or make it feasible.

In cases of personal accident where insured sustains injuries, insured will be directed or transported, as circumstances permit and as per the conditions of coverage herein, to a physician, medical assistant or hospital /clinic part of the Company's network with whom Company maintains an agreement in effect at the time of service. Should beneficiary opt for medical assistance through physician, medical assistant and /or hospital/clinic with whom Company does not keep an agreement in effect at the time of service, that is, not forming part of the Company's network, Company will reimburse insured incurred covered medical expenses, as per the medical fee and hospital cost rates in effect at the time of service, applicable to medical service providers, physicians, medical assistants and hospital/clinics, which form part of the Company's network and with whom the Company maintains agreements in place, corresponding to the place or point of service within the Republic of Mexico. That is, insured will be reimbursed for incurred expenses up to medical personnel rates and hospital/medical expense rates that would have applied should insured have utilized the services of physicians, medical personnel and /or hospital/clinics forming part of the Company's network at the time and place of service. Medical expenses invoices as well as physicians, medical assistants, nurses and anesthesiologists fee receipts must specify the type of service provided, must be issued to the Company's name and as per the medical fee receipts and invoices issue specifications of the Mexican SHCP, this being a requirement for the Company to reimburse such expenses. Medical fee receipts must additionally be signed by the issuer.

1.1 Medical Transportation. Should medical transportation be required for insured, and to facilitate provision of services by Company, the Beneficiary or Representative must provide: 1) Name, address and telephone number where Beneficiary can be reached; 2) Company's medical team, staff or its appointed representatives must be provided full access to medical records and to Beneficiary to evaluate condition of insured. Should access be denied to Company, Beneficiary will forfeit his/her rights to assistance services contemplated herein; 3) In each and every case, medical team and staff of the Company will decide on adequate time for transportation of insured as well as date and means of transportation service.

1.2 Maximum Responsibility Limit. Maximum limit of responsibility of Company for his coverage is \$10,000 US Dollars and indicated on the policy cover page and will operate as a Combined and Single Limit (C.S.L.) for all different risks covered under the policy for these Assistance Services, and jointly and simultaneously for all passengers of vehicle up to the Maximum Responsibility Limit.

1.3 Deductible. It is understood and agreed that for each and every payable claim under this coverage, and for the Company to fulfill its obligations under the same, Insured must invariably contribute with an amount herein denominated as Deductible, this Deductible amounting to US\$ 200.00, or its equivalent in Mexican Pesos, calculated at the ongoing exchange rate, or that of the immediate preceding business day should it fall on a holiday or weekend, such exchange rate as published by the Mexican Central Bank (Banco de México).

1.4 Exclusions. It is understood and agreed that this coverage will not in any case cover expenses for:

1.4.1. Residents of the Republic of Mexico who are Mexican nationals, as stipulated under the Services Clause of Section I of these conditions.

1.4.2. Lesions that Beneficiary and/or occupants of the vehicle sustain as a result of a personal accident while traveling as a pilot or passenger of any motor vehicle such as: motorcycle, automobile, van, bus and/or recreational vehicle.

1.4.3. Any pre-existing condition(s) and/or any complication related to the pre-existing condition(s).

1.4.4. Pregnancy, childbirth or complications thereof.

1.4.5. A trip that is undertaken against physician's advice and/or after receipt of terminal prognosis.

1.4.6. Hospitalization, treatment or advice for a medical condition when the trip is specifically undertaken to seek treatment or receive advice for this same medical condition.

1.4.7. Injuries while participating in Professional sports and /or any competitive sports, Aerial sports, Mechanical sports, Fighting sports, Water sports (not including the following beach activities: tracted beach parachuting, jet skiing, water skiing, tracted bananas, wind surfing, surfing, sailing and scuba diving when certified by a registered scuba diving school and /or under the control of trained supervisors registered by the local authorities, in any case the dive should not exceed 40 meters below surface), Charrería, bullfighting, horseback riding, mountaineering, potholing, rappel, martial arts and bungee jumping.

1.4.8. The abuse of medication, or any event, act or omission caused or contributed to by any abuse of medication. Injuries when the Insured present manifestation of alcohol in the blood, or any event, act or omission caused or contributed to by any manifestation of alcohol in the blood. This clause will not apply if the Insured demonstrates by means of irrefutable documentation that he had less than 100 mgs / 100 ml of alcohol in the blood. The consumption of any illegal drug, or any event, act or omission caused or contributed to by any consumption of any illegal drug.

1.4.9. Injuries while participating in criminal acts.

1.4.10. Psychotherapeutic treatment or rehabilitative treatment, psychological, mental or emotional disorders.

1.4.11. Injuries while traveling as a pilot, passenger, mechanic or crew member of an air taxi or of airplane not belonging to a duly legally established commercial carrier and authorized as a regular passenger's transportation service.

1.4.12. Medical expenses and/or medical related expenses incurred outside of the Territory of the United States of Mexico.

1.4.13. Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex, or any complications thereof. HIV positive and any HIV related illnesses, or any complications thereof.

1.4.14. Payment of eyeglasses, contact lenses, prosthetic devices, hearing aids as well as its replacement for loss of or damage.

1.4.15. Tests and investigative consultation, except when performed at the time of the Emergency and pertaining to expenses covered under this Agreement.

1.4.16. Expenses incurred as a result of the Insured's failure to accept or follow his/her physician's advice, treatment or recommended treatment.

1.4.17. Hospital room other than a standard room.

1.4.18. Additional bed and/or food & beverage of companions and/or relatives.

1.4.19. Orthodontic or dental treatment, as well as aesthetic or plastic surgery no directly related to treatment for injuries sustained from a covered personal accident.

1.4.20. Expenses incurred for general medical exams and/or check-ups.

1.4.21. Local and long distance telephone calls made from the hospital room or charged to the insured's hospital room.

1.4.22. Corporal lesions sustained by insured and/or his/her travel companions from a fight or violent encounter, even if such fight /encounter is as a consequence of a personal accident.

1.4.23. Payment of expenses originating from treatment of any type of illness or preexisting lesions, as well as chronic or recurring sicknesses or lesions or pathological states, and anything not related to injuries derived from a personal accident.

1.4.24. Personal Accidents as a direct consequence of:

1.4.25. Military operations, whether pertaining to a foreign conflict /war or to civil conflict, invasion, rebellion, insurrection, subversion, terrorism, pronouncements, manifestations, strikes, populist movements or any other type of major conflict, war or unrest.

1.4.26. Radiation from nuclear transmutation or disintegration, radioactivity or any type of accident related to nuclear fuels or nuclear fallout.

1.5 Request for Assistance. Beneficiary agrees to follow procedure as indicated herein:

- a) Notify place where he is located and if possible, telephone number where he/she can be reached.
- b) Provide his/her name and Individual Tourist Automobile Policy number.
- c) Describe type of problem/situation and type of assistance he requires.

Company must have free and unencumbered access to medical file of Beneficiary and to Beneficiary to acquire knowledge of the situation, and should Company be denied such access, Company will have no further obligation to provide any type of Assistance Service for Personal Accidents.

1.5.1 Impossibility for Notifying Company. Services described to under these Terms and Conditions pertaining to Travel Assistance Services for Personal Accidents, delineate obligations for the Company in the provision of such services, and only under emergency situations which make it impossible for Beneficiary to request services or for Company to provide them, said Beneficiary may directly request services to third parties: under these circumstances, the Company will reimburse amount paid for by Beneficiary for services received from third parties which are covered as per the terms and conditions contained herein, except for towing services, which will be reimbursed at the ongoing rate paid for by the Company for such services to its own network of suppliers.

1.6 General Norms.

a) Temperance - Beneficiary is obligated not to aggravate or cause to aggravate the effects of the situation which created the requirement for the Assistance Services contemplated herein.

b) Cooperation with Company - Beneficiary must cooperate with the Company to facilitate obtaining reimbursement on payments made for the different services received which are covered, supplying the required documents for such purposes, assist the Company in every way possible and carry out with all necessary due process and formalities; expenses incurred in following required procedures will be borne by Company.

c) Subrogation - Company will subrogate, up to the amount of expenses incurred and paid to Beneficiary, with respect to rights and actions of Beneficiary claimed against responsible third party, and which gave rise to provision of Assistance Services contemplated herein.

d) Providers of Assistance Services - Individuals or corporations providing Travel Assistance Services for Personal Accidents are third party independent contractors for the Company, for which the Company, even though responsible for requesting such services as stipulated in these specific "Travel Assistance Services for Personal Accidents", will not be responsible for any and all deficiencies incurred by such third party individual or corporate contractors; however, Company agrees to immediately intervene to solve such deficiencies to satisfactorily provide services to Beneficiaries. Likewise, both the Company and the third party individual or corporate contractors providing the Travel Assistance Services for Personal Accidents, will not be responsible as to the quality and results of medical care or lack thereof, carried out by physicians, medical staff or medical clinics and /or hospitals, whether they are part of the Company's medical network or not.

e) Mitigation - Beneficiary is obligated on a best efforts basis to mitigate and limit the effects of the Situations requiring Assistance Services as contemplated herein.

2. Travel Assistance within the Republic of Mexico. Travel assistance per se will consist of:

A. Tourist Information. The Company is to provide information related to: Museum schedules for major cities in Mexico; Vaccines and visa requirements for other countries; Weather conditions and related information within the Republic of Mexico

B. Travel information. The Company will provide via telephone tourist information mainly for: Weather conditions; Exchange rate; Observed holidays; Principal tourist attractions for a number of cities in Mexico; Shopping malls for a number of cities in Mexico; Hotel and Restaurant information for a number of cities in Mexico; Museums and malls for a number of cities in Mexico; Night clubs for a number of cities in Mexico

C. US State Travel Advisory Department. At the request of Beneficiary, the Company will provide via telephone, email or fax to Beneficiary, information supplied by the US State Department, particularly pertaining to travel alerts, public announcements and consular information, during the Beneficiary's trip in the Republic Mexico.

D. Telephone link to embassies and consular offices. At the request of Beneficiary, the Company will coordinate establishing telephone link of Beneficiary to embassies and consular offices in Mexico.

E. Emergency communication services. In case of medical emergency, at the request of Beneficiary, the Company will inform family members, personal physician and/or place of work of Beneficiary, on medical status of Beneficiary patient. Cost of communication will be borne by Company. Under no circumstance, will Company be liable for content, veracity or form of information being transmitted to others.

F. Coordinate the reporting of lost items or documents. In case of loss or theft of luggage and non -illicit personal effects of Beneficiary, the Company will provide advice to denounce the facts to pertaining authorities or parties. Should personal effects or articles be recovered or found, the Company will provide service to send such items to Beneficiary to its location in Mexico, or to its place of residence, via specialized courier contracted by the Company, and as per the terms of conditions of same. Any additional charges pertaining to taxes, levies or penalties charged to Beneficiary, are to be covered by Beneficiary.

G. Emergency travel agency services. At the request of Beneficiary, the Company will coordinate and make arrangements for flight reservations within the Republic of Mexico. Cost of air travel will be borne by Beneficiary.

H. Translation Services. In case of accident of Beneficiary, and at his /her request, the Company will provide emergency translation services to facilitate communication between Beneficiary and his/her travel companions with providers of legal assistance, medical assistance, or others.

SECTION 8: VANDALISM / The Company and the Insured agree that within the acquisition of this coverage the Damage by Vandalism clause is waived, which reads: It is the dole act on the insured vehicle by one or more persons. For this policy purpose, it is considered as vandalism, within others, the multiple bullet impact in the insured vehicle.

Deductible: The applicable deductible for the physical damage coverage is 20% of the Actual Cash Value of the insured vehicle

SECTION 9: DEDUCTIBLE WAIVER FOR UNINSURED MOTORIST / This coverage is subject to the following terms: The Insured and the Company agree that in case of a claim by collision, covered by Physical Damage, the Company will pay or repair the insured vehicle without the application of the deductible, independent of the amount of the loss, as long as in such collision there were at least one other vehicle, it is present at the site of the accident and does not carry liability insurance. In case the third party vehicle had left or is not present at the site of the accident, the Company will make payment or repair of the damages of the insured vehicle without the application of the deductible, as

long as the amount of the loss is higher than such deductible. In case the amount of the loss is lower than the deductible, the Company is not obligated to make any payment or repair to the insured vehicle.

Obligation of the Insured: 1. Notify the Company at the time and from the place of the accident and wait for the adjuster; 2. Report accordingly to the competent authorities and assist the Company when there is a third party vehicle and there is technical element that proves their responsibility, in order to obtain the recovery of the amount of the damage suffered by the insured vehicle; 3. Provide information and necessary evidence that may have been requested by the Company to identify the related third party vehicle. In case the Insured denies following with these obligations, the Company will not be obligated to make any payment or repair the insured vehicle

Exclusions: This coverage will not apply for especial equipment or adaptations installed in the insured vehicle

CLAUSE 2 - RISKS THAT ARE NOT COVERED BY THE CONTRACT BUT THAT CAN BE COVERED BY SPECIFIC AGREEMENT / Trailers and Boats: Trailers and boats shall be insured if they are specifically included on the face of the policy, along with the description, sum insured and with the corresponding premium for the same. The trailers and boats are covered against the same risks that appear in Section 1 and/or Section 2 and/or Section 3 that were have contracted in the policy for the vehicle that hauls them, even though the tow is uncoupled of the motor or parked vehicle, and for the same period of time, provided that the trailer is attached to the main unit. The trailers and boats are subject to a deductible per unit and is applicable only to Section 1 and/or Section 2. Boats are covered while they are inland, attached to a tow and the Company's liabilities will cease when the boat is released from the insured vehicle. As well as any damage produced by the boat when loading or downloading in/from its tow and platform.

Exclusions

- 1) Medical expenses of the passenger for injuries suffered or for death that occurs within the trailer or boat.
- 2) The liability of the Company shall cease at the moment that the trailer is separated from the vehicle, as well as the damage to the boat may suffer or cause during loading and unloading maneuvers onto or off the trailer or platform.
- 3) To use the vehicle for purposes other than those specified in the policy.
- 4) To participate either directly or indirectly with the vehicle in races or in safety, endurance or speed tests.
- 5) Utilize the vehicle for the purpose of teaching or for giving instructions as to the way it handles or as to how it functions.

CLAUSE 3 - RISKS THAT ARE NOT COVERED BY THE CONTRACT / This insurance will in no event cover:

- a) Civil liability resulting from death or bodily injury that the driver of the car insured or any other occupant of said car may suffer, unless medical expenses are covered in the section for medical expenses. In addition, liabilities resulting from intentional felonious acts in which the owner or the driver participates are not covered.
- b) Civil liability as a result of having run over persons that are relatives of the Insured or persons that are in the employment of the Insured.
- c) Expenses and fees incurred in the legal defense of the driver, the Insured or owner of the vehicle that is described resulting from criminal proceedings as a consequence of any accident, nor does this coverage contemplate the cost of bonds, fines or bonds of any type, as well as any penalty or any other obligation that is different to the reimbursement of the loss.
- d) Loss or material damage to the insured vehicle resulting from being driven off conventional roads used for vehicles (including beaches) or when these are found not suitable for driving.
- e) When the vehicle is participating in safety, endurance or speed competitions or tests, unless otherwise agreed to.
- f) Damage that the insured vehicle may suffer or cause during the time it is being used for the purpose of giving driving lessons or instructions as to its operation, unless otherwise agreed to.
- g) Damage that the insured vehicle may suffer or cause during the time it is being used to haul trailers or boats, unless otherwise agreed to.
- h) Damages suffered or produced by the insured vehicle during the time it is being driven by a person that does not have a valid license of the required type and issued by the corresponding authority (where the vehicle is registered) in agreement to the law or, when the vehicle is being driven by a person who is under the influence of alcohol or drugs that were not prescribed by a physician and there is serious fault, imprecision or negligence caused in the claim.
- i) Theft of parts and accessories, unless it is as a direct consequence of the total theft of the vehicle that is insured.
- j) Any consequential loss suffered by the Insured and /or by any occupant of the vehicle, as well expenses that are incurred as a result of the accident, such as: hotel room and board, transportation, telephone calls, car rental or by not being able to use the insured vehicle.
- k) The material damages that undergo the vehicle assured by lack of loss or oil in the motor, transmission, box of speed, etc ., or by lack or loss of water in the radiator.
- l) The rupture or mechanical breakdown or failure of any part of the insured vehicle as result of use, unless it was caused as a direct result of any of the risks covered in this policy.
- m) Material damage that the insured vehicle may suffer due to normal wear and tear of the automobile or of its parts, as well as the depreciation value wise.
- n) Loss or damage that the insured vehicle suffers as a consequence of acts of war, be they the result of a foreign invasion or civil war that is declared, confiscation, insurrection, rebellion, expropriation, requisition, confiscation, seizure or detention by legally constituted Authorities in the performance of their duties or for any other similar reason. Loss or damage to the insured vehicle is also not covered when it is being used for any military purpose, with or without the consent of the Insured.
- o) Loss or damage to the insured automobile when exposed to the normal action of the tide, including when a flood occurs.
- p) Loss or damage to the insured vehicle caused from being overloaded or when being subjected to excessive traction in relation to its resistance or capacity.
- q) In addition, the Company shall not be liable for any damage caused to viaducts, bridges, scales, or to any public thoroughfare and to objects and installations below the level of the ground, be they caused by vibrations or due to the weight of the vehicle or of the load it is hauling.
- r) Malicious mischief, vandalism and theft of contents and/or partial theft of any accessory belonging to the automobile, boat or trailer.
- s) Any general damages, including pain and suffering, any economic or incidental losses (other than "Medical Expenses for Occupants" as defined in section 5 herein), or any damages arising out of loss of use of the insured vehicle by the insured or any occupant or other passengers of the insured vehicle; for losses related to other damages to any persons arising out of injuries sustained by another person.

CLAUSE 4 - PAYMENT OF PREMIUMS / The premium is due on the date the policy is put into effect and payment shall be made with the Company providing a signed receipt or a stamp as proof of having received the money. There shall be a \$10.00 US Dollars minimum issuing fee charged.

CLAUSE 5 - SUMS INSURED AND LIMITS OF LIABILITY / For partial loss, the liability of the Company shall not exceed the actual cash value of the damage that was caused on the date of the loss to the parts of the vehicle insured, plus the cost of installation. Under no circumstances shall the amount exceed the value insured of said vehicle. Handwork cost, as well as the one of spare parts, will be paid according to the Mexican territory costs.

In case of the insured vehicle's total loss that affects material damages and total theft coverage, the insured amount will be determined by the vehicle's commercial price at the time of the claim in agreement to the Official Older User Car Guide and Kelley Blue Book Automarket Report published by California's Kelley Blue Book Co. as well as the ones from Canada. Those values represent the top limit of liabilities of the Company, applying what is established in clause 6 in these general conditions.

Being vehicles that have rescue character (salvage title), the maximum limit of responsibility of the Company will be the value that has a unit which has not been previously rescue at the time of the wreck less a depreciation of 25%. It is obligation of the insured to declare to the Company, at the time of acquiring his insurance policy of tourist automobiles, that the vehicle has rescue character.

CLAUSE 6 - REDUCTION AND REINSTATEMENT OF SUM INSURED / Any indemnity paid by the Company shall reduce the amount of the sum insured by the same amount and this can be reinstated at the request of the Insured, who shall pay the corresponding additional premium. If the policy were to cover several vehicles, the reduction or reinstallation shall only be applied to the vehicle or vehicles that suffered a loss.

CLAUSE 7 - OBLIGATIONS OF THE INSURED

a) Precautions. At the time of a loss, the Insured should take all of the necessary precautions in accordance with the circumstances surrounding the accident in order to avoid that the loss becomes greater and consequently, the Insured should not abandon the vehicle, unless it is a result of an unforeseen circumstance or force majeure. If the Insured does not comply with the obligations indicated in the above mentioned paragraph, the Company shall have the right to limit the indemnity to be paid to the Insured for the damage it suffered up to the value to which the damage would have been increased if the Insured would have complied with said obligations.

b) Notice of Loss. At the time of an accident that is covered under the present policy, the Insured shall have the obligation to notify the Company in a term non-greater to 5 days or as soon as it has knowledge of the accident, with the exception of unforeseen circumstances or force majeure and then, it should be given as soon as possible and provide the cost of one or the other before leaving the Republic of Mexico. The delay in providing prompt notice could result in the indemnity being for less than it would have been if the Company would have been given prompt notice of the same.

c) Notification of the Existence of any other Insurance. The Insured shall have the obligation to immediately notify the Company in writing of any insurance that is being contracted or that has been contracted with another Company insuring the same vehicle, risks and exposures as appear in the present policy, providing the name of the Company and coverage in force

d) Cooperation and Assistance. The Insured shall cooperate with the Company and shall attend all of the administrative and judicial hearings to which it has been subpoenaed by the authorities in connection with any loss that was the reason for the suit against the Company.

e) Notification of Claims. The Insured is obligated to inform the Company as soon as it has knowledge of any suit, trial, subpoena, and requisitions in regards to any suit due a possible liability that is covered by insurance. The Company shall not be obligated to pay any debt, transactions or any other legal acts of a similar nature, deeds or agreements that were arrived at without its consent. The material confession of an act cannot be accepted as the recognition of a liability for the Company.

f) For the purposes of payment of any damages and/or the insured shall have the vehicle released from any charge imposed by any and all authorities.

CLAUSE 8 - CLAIMS

a) Once the Insured has given notified the Company about the loss, the latter shall have the obligation to commence with the valuation of the damage within a period of time that does not exceed 72 hours, counted as of the moment the Insured placed the vehicle in the care of the Company and that it be totally released by the authorities, if the latter were the case.

b) The fact that the Company does not initiate the valuation of the loss within the period of time mentioned in the previous paragraph, shall empower the Insured to proceed with the repair of the vehicle and it shall have the right to demand payment from the Company in accordance with the terms of this policy, unless for causes imputable to the Insured, the valuation could not be carried out.

c) Once the valuation of the damage to the vehicle is finished and its liability accepted, the Company shall proceed to liquidate the Insured in cash for the amount of the indemnity for the loss or damage that is to be repaired. In the event of total loss or theft of the vehicle, the Company has the option to substitute it to the satisfaction of the Insured or to pay in cash the actual value of the vehicle on the date of the loss, but without exceeding the sum insured in force. Once the indemnity is paid, the Company shall not have any further obligation and the insurance shall be considered automatically canceled. In the event that the vehicle suffers damage and the repair requires parts that are not available in the market, at the moment the indemnity is paid for in cash, the liability of the Company shall be limited to paying the Insured for the value of said parts in accordance with what is determined between the Company and the Insured or, if the parties would not agree, the value shall be established by an arbiter.

d) With exception being made in the event that the Company does not commence with the valuation within the term of 72 hours that is referred to in item a) of this clause, the Company shall not accept the damage suffered or caused if the repair process has begun without the written authorization of the Company, inasmuch as this keeps the latter from knowing the existence or magnitude of the loss and the circumstances that caused or had an influence in the loss taking place.

e) In the event of theft or other felonies that can be the basis for presenting a claim under this policy, the Insured shall notify the corresponding Authorities immediately and shall cooperate with the Company in obtaining the release of the vehicle or of the amount of the damage that it suffered. In any case, the Company shall accept or deny its liability within 30 days following the date in which it received all of the documents that are required.

f) If it is so required by the Company, the Insured shall grant as soon as possible a power of attorney to the Company or to the representative it may select, in order to permit it to proceed and to negotiate for its account in the name of the Insured, the defense or agreement for any claim or lawsuit, and to continue in the name of the Insured and for its own account to follow any claim for the indemnity of a loss or for any other reason against third parties.

g) The Company shall have the right to proceed with the trail or with the negotiations of any claim and the Insured shall provide all of the information and assistance that is necessary.

h) Any assistance that the Company gives the Insured or third parties shall not be construed as an acceptance of the origin of the claim.

CLAUSE 9 - ADJUSTMENT AND ACCEPTANCE OF LIABILITY / The Company, in order to proceed with the adjustment of the losses suffered by the vehicle that is insured, should call the Insured in order that with its participation the value of the damage can be determined. If the

Insured were not to participate, it shall lose its right to participate, without prejudicing its right to name an arbiter in the event of controversy. The participation of the Company in the claim shall not imply the acceptance of any liability in regards to the claim. In any event, the Company shall either accept or deny the claim within 30 days following the date it has received the documents and information that is required.

CLAUSE 10 - ARBITRATION / In the event of disagreement between the Insured or beneficiary and the Company concerning the amount of any loss or damage, the dispute shall be submitted to an arbiter that has been named in writing with the consent of both parties, but if there is no agreement in the naming of only one arbiter, two shall be named, one for each party. This shall be done within a period of 10 days as of the date in which one of the parties concerned has so been requested by the other in writing. Before undertaking the assignment, the two arbiters shall name a third arbiter in the event of disagreement. If one of the parties concerned were to refuse naming an arbiter or simply would not do it when so requested by the other, or if the arbiters could not reach an agreement as to the naming of the third arbiter, it shall be up to the Judicial Authority, acting at the request of either of the parties, to name the arbiter, the third arbiter, or both if necessary; however, the National Commission for Insurance and Bonds could designate the arbiter, or the third arbiter if so requested by the parties in question. The death or one of the parties if a person or the dissolution in case of a company, were to occur during the period of arbitration, shall not nullify or affect the power or attributions of the arbitrator or of the arbitrators of the parties concerned, or if one of the arbiters or the third arbiter were to die before the report was rendered, another one shall be designated as a substitute by the party concerned (the parties, the arbitrators, the Judicial Authority or the National Commission for Insurance and Bond). The expenses and fees that are incurred because of the arbitration shall be for the account of the Company and the Insured in equal parts, but each party shall cover the fees of its own arbiter. The arbitration referred to in this clause does not signify the acceptance of the claim on the part of the Company, it shall only determine the amount of the loss that the Company shall be eventually obligated to pay, thus leaving the parties at liberty to exercise their right to take the necessary actions that may be deemed necessary and make known its opposition.

CLAUSE 11 - RESCUE (Salvage) / It is hereby specifically agreed that in the event that the Company does pay the real value of the vehicle on the date of the loss, but without exceeding the sum insured, the salvage or any other recovery shall become its property in the proportion that corresponds to it.

CLAUSE 12 - LOSS OF THE RIGHT TO BE INDEMNIFIED / The obligation of the Company shall be canceled:

1. If it is determined that the Insured, the driver, beneficiary or its representatives, for the purpose of making the Company incur in an error, disguises or declares inaccurate facts in an attempt to exclude or restrict said obligations.
2. If in the loss it was found that a fraud was committed or bad faith were shown on the part of the Insured, the beneficiary or its respective successors.
3. If it is determined that the Insured, the driver, beneficiary or its representatives, for the purpose of making the Company incur in an error, does not provide on time the information that the Company requests about the facts related to the loss and from which the circumstances that led to the loss and to the consequences thereof can be determined.
4. If a preferred beneficiary has been designated, the Insured will not be able to give by finished the Contract without the written consent of the preferred Beneficiary.

CLAUSE 13 - SUBROGATION / In the terms of the Law, once paid the corresponding indemnification, The Company shall have the right of subrogation up to the amount paid, as well as to the corresponding actions, against the perpetrators or parties responsible for the loss. If the Company so requests and at its own expense, the Insured shall officially put the right of subrogation in writing. If through errors or omissions, the Insured were to impede the right of subrogation, the Company shall be released of all or part of its obligation. If damage were only partially indemnified, the Insured and the Company shall agree to participate proportionally in the corresponding actions. The right to the subrogation will not come in the case when the Insured has conjugal relationship or kinship by consanguinity or affinity until the second degree or civilian, with the person who has caused the damage to him, or if he is civilly responsible for the same one.

CLAUSE 14 - EARLY CANCELLATION OF CONTRACT / The parties specifically agree that this contract may be canceled in advance by means of prior notification in writing and the Company will have the obligation to return that proportion of the unearned premium.

CLAUSE 15 - JURISDICTION / In the event of controversy, the plaintiff will be able to make its complaint before the COMISION NACIONAL PARA LA PROTECCION Y DEFENSA DE LOS USUARIOS DE SERVICIOS FINANCIEROS (CONDUSEF), in its central office or the delegation of the same one that are nearer to the address of the Insured or in the specialized unit of attention of consultation and claims of the own institution of insurances, in the terms of articles 50 bis and 65 of the LEY DE PROTECCION Y DEFENSA AL USUARIO DE SERVICIOS FINANCIEROS, and within the counted term of two years as of which the fact who gave origin, or in its case is provoked, to start off of the refusal of the financial institution to satisfy the pretensions with the user. The competition by territory to demand in the matter of insurances will be determined, by election of the plaintiff, in regard to the address of anyone of the delegations of the CONDUSEF. Also the judge of the address of this delegation will be competent. It is prerogative of the Insured to go before the administrative instances of the LEY DE PROTECCION Y DEFENSA AL USUARIO DE SERVICIOS FINANCIEROS talks about or to go directly before the competent Courts, according to established by the article 136 of the LEY GENERAL DE INSTITUCIONES Y SOCIEDADES MUTUALISTAS DE SEGUROS.

CLAUSE 16 - PRESCRIPTION / All the actions that emanate from this insurance contract shall expire in two years, computed in the terms of Article 81 of the Law of the Insurance Contract from the date of the event that gave origin, except for the briefed cases of exceptions in Article 82 of the same law, which indicates that the term of Article 81 will not run in case of omission, false or inexact declarations on the run risk, but that this term will run as of the day in which the company has had knowledge of him; and if one is the accomplishment of the wreck, from the day the interested ones, that will have to demonstrate that until then they ignored this accomplishment. Of same way the prescription will be suspended by the presentation of complaints made in law terms before the specialized Unit of Attention of Consultations and Claims of this Insurer; thus also the prescription by the presentation of the claim will be interrupted, that reunites the requirements demanded by the law, before the CONDUSEF.

CLAUSE 17 - ACCEPTANCE OF THE CONTRACT / Article 25 of the Insurance Contract Law: If the contents of the Policy or its modifications do not agree with what was offered, the Insured may request the corresponding changes within thirty (30) days following the day it receives Policy. Once this period of time has expired, the stipulations as well as the modifications to the policy shall be considered as accepted.

For the interpretation of the conditions of this policy, the text in Spanish shall prevail.

CLAUSE 18 - GEOGRAPHICAL LIMITS / The coverage insured under this policy, shall apply only to accidents that occur within the Republic of Mexico.