

## IMPORTANT NOTES



Your Mexican Insurance Company "ANA" protects you within the limits of the Mexican Republic. It is important taking into account that you are in a foreign country and the laws and traffic regulations are different from those in the United States of America or Canada.

If you need to report a claim please call **01 800 911 911 9** and have your policy available. We suggest not to use any mobile phone bought in The United States of America or Canada to report a claim or request assistance. Take all the necessary precautions in order to prevent further damages. Do not make any arrangement with third parties.

Do not admit responsibility or make offers of payment without previous consent from the adjuster or **The Company**. **ANY ACCIDENT MUST BE REPORTED TO OUR ADJUSTER OR TO THE MEXICAN AUTHORITIES WHILE YOUR INSURANCE POLICY IS STILL IN FORCE AND BEFORE RE-CROSSING THE BORDER, OTHERWISE YOUR CLAIM CAN BE REJECTED.**

Our adjuster's job is to help you in case of an accident, your cooperation is important.

ANA COMPAÑÍA DE SEGUROS S.A. DE C.V.

**ANA Compañía de Seguros, S.A. de C.V.** (hereinafter called "**The Company**") insures within the limits of the Mexican Republic, in favor of the person (hereinafter called "The Insured") whose name and address are herein indicated, in accordance with the conditions of the policy and during the policy period, against such of the risks that may be suffered or caused by the vehicle described, as are specially designated by the insertion of a sum insured or the word covered in the specification of the risks appearing on the reverse side hereof. The maximum sum to which the coverage afforded by these policy amounts is established in the specification of risks hereof, so that no payment to be made by **The Company** on account of one or several losses arising from the materialization of any of the various risks covered by this insurance shall exceed the sum stipulated in each section of the said specification of risks.

**The Company's** maximum liability by connection with the coverage afforded hereunder is equal to the sum of the specific amounts assigned to each of the various risks covered by the policy, and is indicated to the corresponding space as under sum insured.

**The Company** agrees that within the terms, exceptions and general conditions of this policy, the payment of such indemnities as may become payable hereunder to the Insured shall be effected once the damage suffered or caused by the vehicle described has been proven and adjusted.

In witness whereof **ANA Compañía de Seguros, S.A. de C.V.** signed these presents in the City of Mexico, D.F. but in the event that this policy was to be issued by an Agent that has been duly authorized by **The Company**, it should be counter signed by the Agent on the date that it was issued.

**NOTICE.** No representation or warranty is made by any person to the Insured, the purchaser, or to any other person as to the enforcement of this policy or the terms hereof in any jurisdiction other than Mexico, or as to the applicability of any law or procedure other than the law or procedure of Mexico in or to any accident covered hereby, or any action or proceeding affecting this policy. The police or other law authorities of Mexico make no representation, warranty or guarantee that this insurance policy affords protection to the insured, or to any other person against any punitive action including detention or incarceration by the police or other law authorities of Mexico

**ALL CLAIMS MUST BE REPORTED IN MEXICO BEFORE RE-CROSSING THE BORDER AND DURING THE TERM OF COVERAGE, OTHERWISE YOUR CLAIM CAN BE REJECTED.**

### NOTES:

- 1.- IN CASE OF CANCELLATION MINIMUM RETENTION OF PREMIUM BY **THE COMPANY** IS \$ 10.00 DLLS.
- 2.- PILFERAGE AND VANDALISM EXCLUDED, THEFT IS FOR THEFT OF ENTIRE VEHICLE.

### PRELIMINAR.

**The Company** and the Insured have agreed that the coverage's and sums insured that appear on the policy front page are covered with the understanding that:

### PLEASE CONSIDER THE FOLLOWING CAREFULLY

#### DEFINITIONS

- 1.- As used in the policy, **Insured** means any person driving the insured vehicle with the consent of the owner.
- 2.- **Insured Vehicle:** For the effects of this contract, the concept of vehicle means the unit described on the policy front page including the parts or accessories that the manufacturer originally adapts for every specific model and type of vehicle introduced in the market. The value of any other part, accessory, sign, conversion or adaptation additionally installed, unless the buyer or owner textually requires it, must be added to the value of the vehicle, this way, the vehicle as well as the special equipment will be insured.
- 3.- **Driver:** Means any person driving the insured vehicle with the consent of the owner.
- 4.- **Occupant:** The person or persons riding the insured vehicle and in the designated place for passengers.
- 5.- **Insured amount:** Is the maximum liability of **The Company** for each Insurance coverage specified on the front cover of the policy, but not exceeding the real value of the damages caused, and in no case shall it exceed the market value of the insured vehicle.
- 6.- **Deductible:** Is the amount that the Insured must pay in each event or accident indemnifiable in the following risks, Collision, Overturning, Glass Breakage, Fire, Total Theft and Natural Disasters and it is specified in the policy face.
- 7.- **Collision:** Means the impact between two or more objects.
- 8.- **Trailer:** Means a vehicle designed to be pulled by a:
  - I.- Private passenger auto.
  - II.- Pick up or Van.
  - III.- SUV's
  - IV.- Motor home.
  - V.- Tractor.
- 9.- **Accident:** The injury or disability that affects the Insured's physical integrity, health or vital energy as a consequence of an external, violent, sudden and fortuitous event.
- 10.- In order to constitute a loss, which **The Company** is obligated to indemnify under the policy, the loss incurred must arise out of an occurrence in the Republic of Mexico, involving the insured vehicle, and occurring within the inclusive dates and times of the policy coverage.
- 11.- This policy applies only to civil liability and provides no coverage with respect to criminal penalties.
- 12.- **This policy does not cover liability for bodily injury to or death of persons occupying the insured vehicle at the time of the occurrence.**
- 13.- Medical expenses covered under section 5 apply only to the occupants of the insured vehicle.
- 14.- In order to present a claim under the present policy, the loss must be reported to a **Company** adjuster or representative before leaving the Republic of Mexico.
- 15.- The policy does not offer a legal defence in case of a lawsuit.
- 16.- Claims for damage to the insured vehicle under section 1 and 2 are subject to the deductible indicated on the front page of the policy.
- 17.- **Costs of repair to the Insured Vehicle will be measured according to Mexican Labor Costs.** The insured vehicle will be considered a total loss at the option of **The Company**.
- 18.- Risks covered by this policy are limited to those risks specified in the specification of risks only. All other risks are not covered.
- 19.- **In case of Total Loss due to collision or overturning, ANA Compañía de Seguros, S.A. de C.V. (The Mexican Insurance Company) will require the following documents in order to settle a claim:**
  - a) Original Title of the vehicle, duly endorsed.
  - b) Temporary Permission Entry (if required).

c) If the vehicle is financed or leased, a copy of the contract and a letter from the financial or leasing corporation to the Mexican Insurance Company containing the actual balance and stating that upon receiving the corresponding payment from **The Company**, they will send to **ANA Compañía de Seguros, S.A. de C.V.**, the original title of the vehicle duly released.

d) **The Company** shall accept or refuse liability within 30 days from receiving all documents.

**20.- In the case of Total Theft of the insured vehicle, ANA Compañía de Seguros, S.A. de C.V., will require the following documents in order to settle a claim.**

a) A stolen vehicle report from the Ministerio Público (local D.A. office) stamped by the local police Dept.

b) A stolen vehicle report from the Policía Federal de Caminos (Mexican Federal Highway Police).

c) A "COURTESY" stolen vehicle report from your local Highway Patrol or Police Dept. (Where the vehicle is registered).

d) Original title of the vehicle, duly endorsed.

e) If the vehicle is financed or leased, a copy of the contract and a letter from the financial or leasing corporation to the Mexican Insurance Company containing the actual balance and stating that upon receiving the corresponding payment from **The Company**, they will send to **ANA Compañía de Seguros, S.A. de C.V.**, the original title of the vehicle duly released.

f) Temporary Permission Entry.

g) **The Company** shall accept or refuse liability within 30 days from receiving all documents.

**21.-** These observations are an integral part of this policy.

#### GENERAL CONDITIONS SPECIFICATION OF RISKS SECTION 1 WITH MANDATORY DEDUCTIBLE

When shown as covered on the front cover of the policy,

a) **COLLISION, OVERTURNING AND GLASS BREAKAGE.-** The material loss or damages suffered by the vehicle herein described as a consequence of collision or overturning or the breakage of glass forming part of said vehicle described herein and covered under this item a), **The Company** shall pay only for such damages in excess of the deductible stated on the front cover hereof, which amount shall always be borne by the insured. Such deductible shall be applicable on each and every accident indemnifiable as provided for in this section. The cost of repairs, both for labor and replacement parts shall be settled in accordance with the current costs in the Mexican Republic.

b) **TRANSPORTATION.-** The material damages to the vehicle herein described caused by stranding, sinking, burning, explosion, collision or overturning or derailment of the carrying vehicle whether by ground, air or water, sling loss during loading, transhipment or unloading and the contribution of the insured in general average and salvage charges for which he would be liable.

c) **TOWING CHARGES.-** In the event of any loss covered hereunder, **The Company** agrees to pay the towing expenses within the Mexican Republic to the place designated by **The Company** for the repairs, as well as any necessary expenses incurred in the maneuvers and operations to put the vehicle in a condition to be towed.

The deductible for this section is a 2% of insured amount with a minimum of \$ 500.00 DLLS. for Cars and \$ 1,000.00 DLLS. for other vehicles (Pick ups, Vans, SUV's, Recreational Vehicles, etc.)

#### SECTION 2 WITH MANDATORY DEDUCTIBLE

When shown as covered on the face of the policy,

a) **FIRE, LIGHTNING AND EXPLOSION.-** Damages suffered by the vehicle herein described caused by fire, lightning and explosion.

b) **THEFT OF VEHICLE.-** The total theft of the entire vehicle. (As opposed to theft of a part, e.g. a spare tire.)

c) **STRIKES AND RIOTS.-** Damages caused to the vehicle during strikes or riots, labor disturbances, civil commotion, or damages caused in the course of repressing such actions.

d) **METEOROLOGICAL PHENOMENA AND OTHERS.-** Damages caused to the vehicle by tornado, hurricane, hail, earthquake, volcanic eruption, floods (overflowing of rivers, lakes or inlets), landslides, fall or collapse of constructions, buildings, structures or similar objects, fallen trees or branches thereof.

Under section 1 and 2, special equipment installed in or upon the vehicle is also covered. For the purposes hereof, special equipment shall be construed to include lettering, advertisements, radio, clock, fog and spotlights, outside mirrors, visors and other accessories.

The deductible for this section is a 5% of insured amount with a minimum of \$ 500.00 DLLS. for Cars and \$ 1,000.00 DLLS. for other vehicles (Pick ups, Vans, SUV's, Recreational Vehicle, etc.)

#### SECTION 3

**PROPERTY DAMAGE LIABILITY.-** Civil liability of the Insured arising out of the use of the described vehicle by the Insured or any person driving it with his consent, for material damages to any property not owned by the insured, the driver or members of their households, nor which property is under the custody of the Insured or the Insured's employees or agents, nor which property is in or upon the insured vehicle. In no event does this section cover prejudice.

#### SECTION 4

**BODILY INJURY LIABILITY.-** Civil liability of the Insured arising out of death or injuries caused by the use of the described vehicle, as follows;

a) The legal indemnity payable by the Insured for death or total or partial permanent disability or temporary disability in accordance with the Mexican Laws.

b) Medical and burial expenses, as the case may be, of persons injured by the described vehicle, as well as the expenses incurred for first aid.

c) Expenses which the Insured or the driver may be sentenced, to pay in the event of law suit brought against either or both in accordance with the Mexican Laws.

**LIABILITY FOR BODILY INJURIES TO OCCUPANTS OF THE INSURED VEHICLE IS NOT COVERED.**

#### SECTION 5

**MEDICAL EXPENSES.-** Expenses incurred by the Insured or an occupant of the Insured vehicle by reason of bodily injuries sustained while riding in the cab and in the designed area for passengers caused by fire, collision or overturning of the vehicle described herein.

**The Company** shall pay for the actual cost of services herein below specified, up to the maximum sum insured for each occupant, it being understood, however, that **The Company's** liability shall automatically cease upon the disappearance of the effects of the injury, either through recovery of the injured person or upon his or her death or, otherwise, after a maximum period of one year has elapsed, counted from the date of the accident.

In the event that the number of occupants at the time of the accident is more than the maximum capacity of the insured vehicle, the liability of **The Company** will be proportional to the insured amount agreed.

a) **HOSPITALIZATION:** Room and board at the hospital and miscellaneous supplies, including drugs, medicines and physiotherapy and other expenses inherent to hospitalization.

b) **MEDICAL CARE:** The services of legally authorized physicians surgeons, osteopaths and physiotherapists, **excluding specifically chiropractic treatments.**

c) **NURSES:** The services of legally authorized nurses.

d) **AMBULANCE SERVICE:** The expenses incurred in the use of an ambulance, when indispensable.

e) **BURIAL EXPENSES:** Burial expenses of up to 25% of the insured amount per person.

**1st EXCLUSIONS.- In no event shall this insurance cover:**

a) Civil liability for injuries to any person of the household of the Insured or employed by him.

b) Losses or damages caused to the insured vehicle while driving on roads in poor condition or through trails, forests, beaches, or any other off-the-road places, and the effects of the sea shore unless such damages are caused by any of the risks covered hereunder.

c) Loss or damages suffered or caused by the insured vehicle or civil liability for damages or bodily injuries, while taking part directly in races or safety, endurance or speed trials.

d) Damages suffered or caused by the vehicle when used in driving or operation instruction.

e) Damages suffered or caused by the vehicle when used for purposes other than those it is intended for and herein specified, such as towing trailers or boats, unless such trailer or boat are specifically covered hereunder, by express agreement.

f) Damages suffered or caused by the described vehicle while being driven by any person without a driver's license issued by a competent authority and according to the type, use or capacity of the vehicle, whenever being driven by a person that at the moment of the accident is under the influence of alcohol or non-prescribed drugs and whenever the driver is not accused of negligence, lack of experience or found guilty.

g) Civil Liability of the Insured arising out from damages caused by the load, when the vehicle is out of service or maneuvering uploads or downloads.

h) Theft of parts, components or accessories, unless as a direct result of the total theft of the insured vehicle.

i) Breakage or mechanical breakdown or lack of strength of any part of the described vehicle, unless directly caused by any of the risks covered hereunder.

j) Loss or damage to the described vehicle as a consequence of war-like operations, whether arising from foreign or civil war, insurrection, rebellion, expropriation, confiscation, seizure or detention by the authorities or any other similar cause. Likewise, the insurance does not cover loss or damage caused to the described vehicle when being used for any military service, with or without the consent of the Insured.

k) Damages suffered or caused by the insured vehicle due to overloading or by operating in conditions exceeding the rated or specified capacity. Likewise, The Company shall not be liable for any damages to causeways, bridges, scales or to any roadway or underground installations, whether due to vibrations or to the weight of the vehicle and its load.

l) **Legal costs for the defence of the driver of the insured vehicle in any suits arising from the accident or the cost of bonds of any kind, as well as fines or any other obligations other than the reparation of the damage.**

m) Civil Liability for death or bodily injuries to the driver or any occupant of the described vehicle, except for medical expenses, whenever covered under Section 5 of the Specification of Risks; likewise, the insurance does not cover liability arising from intentional misconduct by the owner or the driver of the described vehicle.

n) Any indirect loss suffered by the Insured, including the loss of use of the described vehicle, or any payment or compensations.

ñ) Loss or damage due to the natural wear and tear of the insured vehicle and components thereof, nor depreciation in value.

o) The damages to the insured vehicle or damages caused to third parties, when the vehicle is driven without the consent of the owner or insured.

p) Damages suffered by the insured vehicle on account of lack or loss of oil in any component or lack or loss of anti-coolant fluid.

q) Injuries and Automobile Accidents of the driver when the vehicle is used for suicide or any attempt thereof, or voluntary mutilation, even when the driver is in a state of mental derangement.

r) The obligations of The Company stipulated in this policy shall become automatically null and void if the Insured or any of his/her representatives enter into any agreement with the persons involved in any accident without The Company's written consent.

s) No medical coverage is afforded for persons riding in the bed of an open pick-up truck.

t) Any indirect loss incurred by the Insured or any occupants of the vehicle plus any expenses resulting from said loss, including but not limited to lodging, meals, transportation, telephone calls, automobile rental or the loss of use of the insured vehicle or similar expenses.

u) Pilferage or vandalism to the insured vehicle or breach of trust.

v) Terrorism.

Any provision to the contrary notwithstanding, agreed to in this vehicle insurance contract, as well as in any endorsement or attachment thereto, the parties agree that this insurance policy does not cover any type of accident, damage, cost or expense of any nature which has been caused by, directly or indirectly, and that is the result, consequence, or is connected with, any act of terrorism, even if contributed by any parallel cause or any other consequence of the accident, damage, cost or expense.

An act of terrorism shall mean an action or incident resulting from the using of explosives, toxic substances, firearms, or by fire, flood, or by any other violent method, and which is carried out against persons, things or public services, which produce alarm, fear, terror in the population or in a group or sector of the same, for purposes of disturbing the public peace or trying to undermine the authority of the State, or press the authority to make a determination.

w) Any general damages, including "pain and suffering", any economic or incidental losses, (Aside from Medical Expenses as defined at Section 5 herein), or any damages arising out of loss of use of the insured vehicle by the insured or any occupants or passengers of the insured vehicle; for loss of consortium or other damage to any person arising out of injuries sustained by another person.

**2nd. TRAILERS AND BOATS.** - For the purposes hereof, "Trailer" shall be construed to mean a house trailer, but excluding household goods and facilities and personal belongings. "Boat" shall be construed to mean the vessel specified in the policy face, pleasure boat, jet skis, seadoo or wave runner, and the platform or trailer it may be mounted on, as a single unit.

Trailers and boats shall only be insured if they are expressly shown on the policy face, designating the description, insured amount and the corresponding premium. **ALL UNDECLARED TRAILERS AND BOATS WILL NULL AND VOID THE POLICY.**

Trailers and boats are covered under section 1, 2, 3 and 4 of the Specification of Risks, subject to the General Conditions hereof, only while coupled to the insured vehicle.

**Trailers and Boats are subject to a deductible, applicable to Section 1 and 2 of the specification of risks.**

The boat shall be covered only while being ashore, the liability of The Company ceasing the moment it is uncoupled from the vehicle. **Damages suffered or caused by the boat while being loaded or unloaded from its trailer or platform, are hereby excluded.**

Liability (Section 3 and 4) shall not be construed to imply an increase in the insured amount; but only an extension of the amounts covered by the policy.

**3rd. PRIOR TERMINATION OF THE CONTRACT.** - The parties agree this contract may terminate before the expiration date through a certified letter. When the Insured terminates it, The Company shall be entitled to retain the part of the premium corresponding the period the insurance was in force according to the short-term rate registered by the Comisión Nacional de Seguros y Fianzas.

Days in force	% applicable	Short-term Rate
1-30	18.0%	
31-60	16.5%	
61-90	15.0%	
91-120	13.5%	
121-150	12.0%	
151-180	10.5%	
181-210	9.0%	
211-240	7.5%	
241-270	6.0%	
271-300	4.5%	
301-330	3.0%	
331-360	1.5%	
more than 360	0.0%	

When The Company terminates the contract, the aforementioned shall send a certified letter to the Insured, so that such cancellation becomes effective 15 days after the letter has been delivered. The Company shall refund the unearned premium when such letter has been delivered, without this requirement it is taken as not valid.

When two or more coverage's are contracted and the total loss of the vehicle occurred before the end of the term of insurance, The Company shall refund the premium or premiums corresponding the non-affected coverage's.

Similarly when two or more coverage's are contracted and the covered risks disappear as a result of non-insured events.

**UNDER NO CIRCUMSTANCES SHALL A REFUND BE ISSUED ON A POLICY UPON WHICH A CLAIM HAS BEEN PAID.**

**4th. PRECAUTIONS IN CASE OF LOSS.** - Upon the occurrence of an accident or loss, the insured shall take all precautions advisable under the circumstances to prevent further damages; therefore, the insured shall not abandon the vehicle unless in a case in which the Insured is forced to do so.

Non-compliance with the foregoing provision shall result in the reduction of the indemnity to the sum to which the original damage would have amounted if the insured had complied with such obligation.

**5th. LOSSES.** - Upon the occurrence of an accident or loss, covered hereunder, the insured is obliged to immediately notify The Company as soon as practicable except in a case of an emergency. Failure by the Insured to comply with the foregoing provision shall result in the reduction of the indemnity to the sum to which the original damage would have amounted if the insured had complied with such obligation.

After notice of loss has been given to The Company, it shall make the appraisal and adjustment of damages within 72 hours counted from the moment the vehicle is placed at the disposal of The Company and it has been released from the authorities. Upon making the adjustment and acceptance of the liability, The Company shall either pay the insured the appraised amount of indemnity or shall repair the damages. Should The Company decide to repair the damages, such repairs shall be made to the satisfaction of the insured. If the repairs are not made to the satisfaction of the insured, the decision of an umpire shall be requested as provided for in Clause 8.

In the event the vehicle does suffer damages the repair of which requires the replacement of parts not available in the market, the obligation of The Company shall be to pay the insured the current list price of such parts as published by authorized automobile dealerships in Mexico, plus the labor for the installation of such parts, mutually agreed upon by The Company and the insured or determined by a knowledgeable person.

In the event of total loss or total theft of the vehicle, The Company shall have the option of replacing it to the satisfaction of the insured or to effect cash settlement for the actual cash value of the vehicle, not exceeding the insured amount in force. Upon payment of the indemnity as provided, The Company shall have no other obligation, the insurance shall be automatically terminated and the insured shall surrender the policy to The Company.

The insured is required to cooperate with The Company by attending court for all the proceedings in connection with the events, which caused a claim against The Company. Failure of the insured to comply with this obligation shall release The Company from payment of any liability claim, in the event that this failure may cause the insured to be declared liable, which otherwise would have not.

In the event the insured has any claim or law suit brought against him/her for damages covered hereunder, he/her shall immediately notify The Company and, if necessary, shall forward to The Company every demand, notice, summons or other process received by him/her.

The insured shall not admit any liability nor shall incur any expenses not authorized hereunder, nor shall enter upon any arrangements or transactions, without previous written consent from The Company. The Company shall not construe admission of liability by the insured as the acceptance of such liability.

In the event of theft or any other criminal act constituting a claim hereunder, the insured shall immediately notify competent authorities and shall cooperate with The Company in the recovery of the vehicle or in the collection of the amount of damages suffered.

When so requested and within a reasonable period of time, at the earliest convenience, the insured shall issue a Power of Attorney in favor of The Company or its appointee, who will on behalf of the insured conduct all the proceedings, for the defence and settlement of any claim or to conduct on its own or the Insured's behalf any actions for the recovery of indemnity of damages from third parties. The Company shall be at liberty to conduct the proceedings or to make the settlements of any claims and the insured shall furnish all necessary information or assistance.

Any assistance rendered to the insured by The Company shall not be construed as the acceptance of liability.

**6th. ADJUSTMENT AND ACCEPTANCE OF LIABILITY.** - For the purpose of adjusting the damages suffered by the insured vehicle, The Company shall, jointly with the insured, appraise such damages. Failure of the insured to attend shall forfeit his rights to intervene, without prejudice of appointing an arbitrator in the event of disagreement.

The intervention of The Company in the appraisal shall not be construed to mean acceptance of any liability whatsoever with regard to the loss.

In any event, The Company shall accept or refuse liability within 30 days from receiving all necessary documents and information.

**7th. ADJUSTMENT AND PAYMENT OF DAMAGES.**

**7.1** If the Insured has met the requirements imposed by the 5th Clause (Claims) and the vehicle is free from any detention, seizure, confiscation and any other similar circumstance produced by the legally recognized authorities due to their functions in such cases, The Company shall start immediately the adjustment of damages.

**7.2** In the event **The Company** does not begin the adjustment of damages within 72 hours after the claim was reported and according to the previous paragraph, The Insured shall proceed with the repairs to the vehicle and shall demand payment from **The Company**. Except when adjustment cannot be carried out due to facts caused by The Insured.

**The Company** shall not be liable for the damages suffered or caused by the vehicle if the repairs were initiated before the adjustment is made.

**7.3** Once the adjustment has been carried out and its responsibility is determined without any prejudice stipulated in Article 71 of the Ley sobre el Contrato de Seguro, **The Company** shall indemnify The Insured in cash for the amount specified in the adjustment of damages suffered on the date of the accident.

Partial losses payment will cover the invoice value of spare parts and labor plus generated taxes. Regarding total losses, payment will cover the agreed insured amount.

When the adjustment of damages is carried out, spare parts or accessories current list prices at the time of the accident will always be considered.

**7.4** Conditions applicable to repairs

a) When **The Company** decides to repair the insured vehicle, the decision of the body shop and of the spare parts suppliers shall be subject to their availability at the nearest point to the site where the accident took place and such body shop must have a mechanical area that meets the general quality standards and there must be an agreement to provide their services to **The Company**.

a1) During the first 12 months of use of a vehicle and after it has been invoiced, the body shop shall be the brand dealers or those authorized by the brand.

a2) For vehicles older than 12 months of use, the body shop previously mentioned shall be the multi-brand or specialized vehicle repair shops.

b) **The Company's** responsibility is to locate the feasible suppliers who offer spare parts in the market, confirming the existence and availability to supply the parts as well as verifying that the vehicle repair shop or dealer installs the parts that were required and that the repair is appropriately made.

The spare parts shall be substituted only in cases when their repair cannot be guaranteed or if the repair process damages the aesthetical aspect of the vehicle.

The availability of the spare parts is subject to their availability in the facilities of the manufacturer, the importing entity and/or dealer. Therefore this agreement does not force **The Company** to locate them in case of their general lack of supply.

If there are no spare parts available, or if there is a general lack of supply or if the Insured does not accept the repair process estimated by **The Company**, **The Company** may decide to indemnify according to the assessed amount and considering the applicable conditions for indemnity.

The time needed for the repair shall depend on the existence of spare parts, as well as the necessary work in terms of labor or painting. **The Company** shall inform the Insured, through the vehicle repair shop, dealer or representative, about the process and progress of the repair.

The repair guarantee shall be subject to the one offered by the manufacturer, importing entity or dealer of the spare parts, as well as those foreseen by the body shop or dealer in terms of labor.

In spite of the above stated options, in case of damage not detected at the moment of making an assessment and if such damage is the result of the original claim, the Insured shall notify and take the vehicle to **The Company** for a new assessment and if such is the case, request its corresponding repair.

**7.5** Conditions applicable to indemnity.

When **The Company** decides to indemnify, such decision shall be given in writing to the Insured, who may choose among the following options:

a) Receive a cash indemnity to cover the damages suffered and included in the claim as applicable according to the assessment made by **The Company** and according to the criteria established in paragraph 7.3 herein.

b) **The Company** directly pays to the service provider selected by the beneficiary or Insured according to the assessment made by **The Company**, with the dealers or vehicle repair shops with which **The Company** has an agreement for such purpose and that are available at the nearest point to the site where the accident took place. The follow up of the repair is the responsibility of the Insured or beneficiary and the dealer or vehicle repair shop is responsible to fulfil the quality and service guarantee, and to provide the spare parts and labor for the repair of the vehicle.

In case of dispute, clause 8 shall apply. "ARBITRATION"

In spite of the above stated options, in case of damage not detected at the moment of making an assessment and if such damage is the result of the original claim, the Insured shall notify and take the vehicle to **The Company** for a new assessment and if such is the case, demand the corresponding indemnity.

**7.6** Conditions applicable to the replacement of the Insured vehicle.

When **The Company** decides to replace the insured vehicle by another one with similar characteristics, **The Company** shall notify the Insured or beneficiary about this option, indicating the location so that the Insured may review, assess and, if applicable, accept it.

The guarantee shall be subject to the one offered by the manufacturer, dealer, and vehicle lot or importing entity in the market.

**7.7** Conditions applicable to depreciation of spare parts.

No depreciation of spare parts shall be applied.

**7.8** When the repair costs of damages suffered by the vehicle is 60% of the vehicle actual cash value at the time of the accident, total loss should be considered upon the Insured request. Except when it is agreed different, if the mentioned cost is 65% of the said value, total loss will always be considered.

**7.9** **The Company** participation in the adjustment or any assistance given by **The Company** or its representatives to the Insured or third parties shall not be construed as the acceptance of liability by **The Company** regarding the accident.

**7.10** For an effective compliance with Article 71 of the Ley sobre el Contrato de Seguro, it is understood that the Insured has accomplished his requirements presenting the documentation specified for each case in the General Conditions of the Policy. In case of total loss or total theft, the insured must surrender the original invoice that proves the vehicle ownership and legal stay in Mexico.

**7.11** Towing Charges.

In the event of any loss covered hereunder, **The Company** agrees to pay the towing expenses as well as any necessary expenses incurred in the maneuvers and operations to put the vehicle in a condition to be towed. If the Insured chooses to tow the vehicle to a different place from the one **The Company** has chosen, **The Company** will only pay up to one month of S.M.G.V.D.F. at the moment of the accident.

**7.12** Moratorium Interest.

In case **The Company**, notwithstanding the fact of having received all the documents and information according to Article 71 of the Ley sobre el Contrato de Seguro that prove the claim origin, does not assume the responsibility in the insurance contract when it is legally required, the Insured should be paid for moratorium interests according to the following:

a) Liabilities in national currency will be denominated in Investment Units according to their value at the time of the legal demand; the payment will be made in national currency according to the value of Investment Units at the time of payment.

**The Company** must pay moratorium interests on liability denominated in Investment Units according to the last paragraph, which rate will be the result of multiplying the retention cost at the liabilities term by 1.25; these liabilities will be in Investment Units of the Instituciones de Banca Múltiple del País published by Banco de México in the Diario Oficial de la Federación corresponding to each month of delay;

b) When the main liability is denominated in foreign currency, besides the liability payment, **The Company** must pay moratorium interests that will be calculated by adding the percentage resulting from multiplying the retention cost at the liability term by 1.25; these liabilities will be denominated in United States of America dollars of the Instituciones de Banca Múltiple del País published by Banco de Mexico in the Diario Oficial de la Federación corresponding to each month of delay;

c) In case the reference rates to calculate the moratorium interests according to item a) and b) are not published, these moratorium interests will be counted multiplying the substitution rate by 1.25 according to applicable provisions;

d) In all cases, moratorium interests will be generated every day from the day the main liability was legally demanded to the day before the payment is made. To get this calculation, reference rate shall be divided into three hundred sixty five and multiplied the result by the total number of days of delay;

e) In case of repair or replacement of the damaged vehicle, indemnity for delay will consist of payment of moratorium interests corresponding to the currency in which the main liability is denominated according to item a) and b) and will be calculated based on repair or replacement costs;

f) The Beneficiary rights to indemnity benefits established in this article cannot be waived. Any agreement that may try to cancel or reduce them will not have any legal effect. These rights will be effective only for the terms to demand the principal liability established by Law, even though the liability is not available at that moment.

Once the principal liability amount has been settled as agreed by both parties or in the definite decision passed by a judge or arbitrator, indemnity benefits established in this section shall be covered by **The Company** based on the principal liability amount as determined and;

If in a trial, the claim is accepted, the judge or arbitrator shall order the debtor to also cover, besides the principal liability, the indemnity benefits according to the last items even when the payment for these benefits had not been demanded.

**8th. ARBITRATION.**- In the event of any difference between the insured and **The Company** regarding the amount of any damage or loss, an arbitrator appointed in writing by both parties shall submit the matter to arbitration. In the event the parties do not agree with the decision issued by the arbitrator, each party shall appoint its own arbitrator, within one month from the date one of the parties does so require the other to do so in writing. The two arbitrators, before beginning their work, shall appoint an umpire in case of disagreement.

In the event that one of the parties refuses to appoint an arbitrator or has not done it within the above expressed term or, if the arbitrators do not agree as to the appointment of the umpire, the courts shall, at the request of any of the parties appoint the arbitrators, the umpire or all. However, the CONDUSEF may appoint the arbitrator and the umpire, if so requested in mutual agreement by both parties.

Death of one of the parties or dissolution if a corporation, while the arbitration is being carried out, shall not annul nor affect the appointment of arbitrators or their actions. In the event any of the arbitrators may die before a report has been given, a substitute shall be appointed as herein above provided. However, the CONDUSEF may appoint the arbitrator and the umpire, if so requested in mutual agreement by both parties.

Each party shall bear the expenses of its own arbitrator. The fees and expenses of the umpire shall be borne jointly.

The arbitration referred to in this Clause does not imply acceptance of liability by **The Company**; arbitration shall only determine the eventual amounts of loss to be paid. Parties hereto are free to practice all pertinent legal actions.

**9th. SALVAGE.**- It is expressly agreed that in the event **The Company** does pay the insured amount in force or in lieu thereof, replaces the vehicle, any salvage or recovery shall become **Company** property in the corresponding proportion.

**10th. LOSS OF RIGHT TO INDEMNITY.**- In the event of any misrepresentation whatsoever in the claim presented by the insured, the insured shall lose all rights whatsoever to indemnity hereunder.

**11th. LIMIT OF LIABILITY.-** Liability of **The Company** shall not exceed the actual value of the damages caused, on the date of the accident to the components of the insured vehicle plus the reasonable cost of installation thereof and under no circumstances shall it exceed the insured amount of said vehicle, as provided for in clause 12th.

It is **The Insured's** responsibility to select the amounts insured under each coverage and these shall constitute the Insurers maximum limit of liability, but it is expressly declared that the insured amounts pertaining to coverage's 1 and 2 shall be subject to the following criteria at the time of indemnity.

- An insured amount lower than the market value of the vehicle, including all accessories adaptations and improvements which may have been installed thereon at the time of the accident. Shall be paid proportionately, pursuant to article 92 of Ley General de Instituciones y Seguros y Fianzas.
- Insured amounts higher than the market value of the vehicle, including all accessories, adaptations and improvements which may have been installed thereon at the time of the accident. Shall be adjusted to the real market value and this latter value shall be paid, without taking in consideration the remainder of the insured amount.

**VEHICLES THAT HAVE BEEN PREVIOUSLY DECLARED AS SALVAGED OR HAVE PREVIOUSLY BEEN TAXIS SHALL BE SUBJECT TO A 35% DECREASE IN VALUE, USING THE VALUE OF A SIMILAR NORMAL VEHICLE AS A BASE, THAT IS TO SAY, THAT HAS NOT BEEN SALVAGE OR TAXI, AND IT SHALL BE THE SOLE OBLIGATION AND RESPONSIBILITY OF THE INSURED TO SO IDENTIFY UPON PURCHASING THE POLICY.**

**12th. REDUCTION AND REINSTATEMENT OF INSURED AMOUNT.-** All indemnities paid by **The Company** shall reduce the insured amount by the same sum, but it may be reinstated at the request of the insured and by payment of the additional premium. In the event the Policy has several items, reduction and reinstatement shall be applicable to each.

**13th. SUBROGATION.-** In the event of any payment under this Policy, **The Company** is to be subrogated to all Insured's rights of recovery therefore, against any parties responsible for the loss. If **The Company** so requires, subrogation shall be by means of a notarised instrument. When, due to any act or failure to act by the insured, subrogation or its effects are hindered, **The Company** shall be released of any obligation hereunder.

**14th. OTHER INSURANCE.-** The insured shall immediately notify **The Company** in writing of any other insurance in force with other Companies covering the same property, stating the name of the Underwriter and the insured amount.

**The Company** is not liable for a greater proportion of such loss than the applicable limit of liability of the policy bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**15th. COMPETENCE.-** In the event of controversy, the complainant is entitled to demand his/her rights to the Company's Claims Department or to the Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros (CONDUSEF) in any of its Offices in The Republic of Mexico and according to the articles 50 Bis and 68 of Ley de Protección y Defensa al Usuario de Servicios Financieros and 136 of Ley General de Instituciones y Sociedades Mutualistas de Seguros within two years from the moment of the occurrence or from the moment **The Company** rejects the claim.

In the event that one of the parties disagrees with the CONDUSEF resolution in any of its Offices in The Republic of Mexico, it is up to the Insured to demand his/her rights directly with a Judge in the same City.

**16th. PRESCRIPTION.-** Rights hereunder shall prescribe within two years from the date of the occurrence giving rise thereto and any claim against **The Company** must be submitted within that term. In the event of misrepresentation as to the loss, the term referred to shall begin to count from the date **The Company** has had knowledge thereof and in the event of loss of which parties were ignorant, from the day such loss is brought to their knowledge, proof of such ignorance to be produced by the parties.

Prescription shall be interrupted not only by ordinary cause but also by those terms stipulated by the Ley de Protección y Defensa al Usuario de Servicios Financieros.

**17th. PREMIUM.-** Premium is due and payable upon the issuance hereof and shall be paid against a premium receipt issued by **The Company**.

**18th. LANGUAGE.- THE ENGLISH TEXT OF THIS POLICY IS A COURTESY TRANSLATION. THE SPANISH TEXT CONTAINS THE OFFICIAL CONDITIONS OF THIS CONTRACT AND IN THE EVENT OF ANY CONFLICT, THE SPANISH TEXT SHALL PREVAIL.**

#### INSURANCE CONTRACT LAW

**Article 25.-** If the contents of the policy or its modifications do not agree with the offer, the insured may request the necessary amendments within 30 days from the receipt of the policy. After that period, the contents of the policy and modifications thereto, shall be construed as having been accepted in full by the insured.

**Article 36, 36-B and 36-D.-** Insured's Rights, while the policy is in force, the Insured can request a written report to **The Company**, informing the percentage of the premium that corresponds to the Intermediary or Corporation as a result of the celebration of this contract. **The Company** shall provide the information in writing or by electronic means, in a term that will not exceed of ten business days after the application date of the request. CGEN-S0089-0154-2006

**Article 91.-** **The Company** shall not be liable for any sum other than the Actual Cash Value of the property at the time of the loss.

**Article 92.-** Except as otherwise agreed, **The Company** shall not be liable for a greater proportion than the sum hereby insured bears to the Actual Cash Value.

**Article 93.-** Parties hereto may determine in the contract the estimated value of the insured property, for the purposes of indemnity.

**Article 100.-** If there is other insurance carried by the insured against the same risks and covering the same property, the insured shall give written notice to other Companies of the existence of such other insurance. Said notice must be in writing and shall state the names of the other Companies as well as the insured amounts.

**Article 101.-** In the event the insured does intentionally omit the notice required by article 100 or if the insurance is carried with the purpose of obtaining an illicit profit, the insuring companies shall be released of any obligation there under.

**Article 102.-** Insurance contracts referred to in Article 100, entered upon in good faith, on the same or different dates for a total insured amount higher than the actual value of the insured property, shall be valid and shall be enforceable with each of the insuring companies for an amount equal to the value of losses suffered, within the limits of the insured amount.

#### LEGAL AID ASSISTANCE PROGRAM

ANA COMPAÑIA DE SEGUROS S.A. DE C.V.

#### 1st CLAUSE, GLOSSARY.

The following defined terms will have the meaning that describes them.

#### DEFINITIONS.

**A. Attorney:** The person who the Assistance Enterprise hired and designated to provide the Legal Aid Assistance Services described in this contract. So that the Attorney can start the legal proceedings covered by this contract, both the Insured and the Driver shall grant, in the presence of a Public Notary or some authority that can testify and certify, the necessary powers-of-attorney depending on the case.

**B. ANA COMPAÑIA DE SEGUROS S.A. DE C.V.:** Hereinafter called "**The Company**" described in this Insurance contract; it is also the entity that underwrites the Tourist Vehicle Policy which protects the Vehicle and the Insured to whom **The Company** must provide Legal Aid Assistance.

**C. Reckless Offences:** Homicide, Bodily Injury Liability, Liability for Property Damage to third parties and damage to general means of communication, all committed unintentionally and involuntarily

**D. Accident:** A sudden, violent, unintentional and involuntary act that causes a vehicular overturning, collision or running over a person, considered as an act that is protected or covered by **The Company**, as long as it meets the necessary requirements for such case.

**E. Territoriality:** The Assistance Services stipulated in this contract will be provided within Mexican territory.

#### 2nd CLAUSE, LEGAL AID ASSISTANCE.

Notwithstanding the provisions in section I) in the 1st. Clause "Exclusions" of the General Conditions of the Policy, this policy will cover, only when it is specified in the policy with the word "COVERED" shown in the cover page, The Legal Aid Assistance Program for the Insured or the Driver, previously authorized by the Insured to drive the Vehicle insured by this Policy, when the Insured or the Driver become involved in any Legal Procedure originating from the normal vehicular transit and situations arising from the following circumstances in which the vehicle was involved: **running over a person, collision, crash, overturning and the total theft of the vehicle.**

#### 2.1 RECKLESS OFFENCES.

If, as a result of some accident, the Driver commits some kind of reckless offence, **The Company**, through the Assistance Enterprise, shall provide him/her an Attorney from the place the accident occurred to the legal end of the process. The Driver must appoint the Attorney his/her Personal Defender, who having been involved with the Criminal Process and Prior Investigation, will start the necessary proceedings and shall request the expert opinions needed to clarify the accident.

**2.2** If, due to the accident the Authorities detain the Driver, legally and once the Authorities permit, the Attorney will apply for the Driver's probation under bail which will be the one set by the authorities. **The Company** shall cover the amount of such bail according to the limits set forth in 2nd. Clause article 2.7.1. This service **WILL NOT BE PROVIDED** if the Driver is found to be under the influence of alcohol or any non-prescribed drug (driving while intoxicated) at the moment of the accident.

**2.3** If a lawsuit against the Driver takes place because of the nature of the accident, The Defender must start the necessary proceedings to get the acquittal, but in case the Driver is sentenced, in addition to pursuing legal remedy to counter such, the Attorney must fulfill the necessary requirements to solicit the Driver's parole in order to prevent revocation of release; in case the parole is obtained under bail, **The Company** will pay it according to the limits set forth in article 2.7.1.2.

**2.4** If the Insured has not contracted the Physical Damages coverage or has Liability coverage only, and if because of an accident a third party is responsible, according to the Authorities, for damaging the Insured Vehicle and/or its passengers for an amount higher than \$1,000.00 (one thousand US dollars), **The Company** through its Attorneys and during the Preliminary Investigation or Criminal Process, shall start the necessary legal actions to obtain the recovery of the damage from the responsible party but without any guarantee.

**2.5** If the Driver is found guilty by the Authorities and is charged to pay the recovery for an amount higher than the limit specified for Liability, **The Company** shall assist him/her in order for the payment to be just and equitable.

#### 2.6 RECOVERY OF DAMAGES BY CIVIL PROCEDURE.

In the case the Insured has not contracted the Physical Damages coverage or in case he/she has Liability coverage only and:

**2.6.1** If, according to the Criminal Authorities, a third party were responsible for the damages of the vehicle and/or its passengers and;

**2.6.2** If the legal resources within the Criminal Procedures were exhausted; and

**2.6.3** If it has not been possible to obtain the recovery of the Insured Vehicle's and/or passenger's damage's and;

**2.6.4** If said damage's were equal to or higher than \$1,500.00 (one thousand five hundred US dollars) and;

**2.6.5** If it is financially feasible and, moreover, if sufficient proof exists in order to claim through civil procedure, **The Company's** Attorney shall prepare and present a civil suit against the third party responsible for the accident and shall follow the civil suit to its conclusion; and

**2.6.6** If there is any recovery from the third party and if **The Company** has assumed the recovery civil action, the Insured shall receive exclusively the 70% (seventy percent) of the recovery amount for restitution of the damages.

## 2.7 FEES, BAILS AND CASH BONDS.

In order to provide the stipulated service in articles 2.1 to 2.5, **The Company** shall pay its Attorney's fees and legal expenses without any limit.

### 2.7.1 Bails and Cash Bonds.

The Limits that **The Company** shall cover for bails and cash bond are the following:

2.7.1.1 Cash bonds, in order to guarantee the Driver's probation, the limit will be the insured sum specified in "Liability".

2.7.1.2 Bail, in order to guarantee the Driver's probation or parole: limitless

2.7.1.3 Bail, in order to guarantee the restitution of the damage caused by the vehicle, up to the limit of the specified insured sum in Liability.

## 2.8 TOTAL THEFT OF THE VEHICLE.

2.8.1 When the vehicle is entirely stolen from the Insured, **The Company** will assist him/her so that he/she can start the necessary legal actions with the competent authorities.

2.8.2 **The Company** shall pay its Attorney's fees in order to file a report of Total Theft of the Vehicle. This benefit is limitless.

## 2.9 RETURN OF THE VEHICLE.

2.9.1 If for reason of an accident or total theft, the vehicle is detained by the Authorities, **The Company** will process with its Attorneys the release of same, once the Authorities authorize the procedure and the Insured has given to the Authorities or the Attorney the documents which demonstrate the ownership and legal stay of the Vehicle in Mexico.

2.9.2 If a bail is required by the Authorities in order to indemnify the damages caused by the Vehicle at the moment of the accident and obtain the Vehicle release, **The Company** shall pay said bail, which shall be for an amount up to the limit of the insured sum in the Liability coverage.

2.9.3 **The Company** shall pay the fees of the Attorneys who provide the services described in article 2.9

## 2.10 EMERGENCY GUARANTY .

2.10.1 When an impossibility to make communication with **The Company** or to obtain service from the aforesaid occurs and the freedom of the Insured is in danger, **The Company** shall reimburse the Insured for the Attorney's fees, legal expenses and bail and cash bonds premium for an amount up to the stipulated limit in article 2.10.4.

2.10.2 Should an impossibility arise, such as those mentioned in article 2.10.1 arises, the Insured and/or Driver may hire the Attorney he/she considers the best one in the place where the accident occurred so that through said Attorney he/she can obtain the services stipulated in articles 2.1. And 2.2.

2.10.3 The Insured and/or Beneficiary must notify **The Company** within 24 hours after the accident occurred; if not, **The Company** will not reimburse any expense.

2.10.4 Should the Insured make use of the emergency guaranty, as stipulated in articles 2.10.1, 2.10.2 and 2.10.3, **The Company** shall pay fees, expenses and bail and cash bonds for proven expenses justified with documents that meet tax requirements. **The Company** shall reimburse the Insured up to the following limits:

2.10.4.1 Attorney fees: \$1,000.00 USD

2.10.4.2 Legal Expenses: \$500.00 USD

2.10.4.3 Bail premiums in order to guarantee the Driver's probation: full amount.

2.10.4.4 Cash bonds in order to guarantee the Driver's probation: \$6,000 USD.

## 2.11 AUTOMATIC REINSTATEMENT.

Company's obligations relative to providing the service covered hereunder shall be reinstated automatically without any additional cost.

## 3rd CLAUSE, INSURED'S OR DRIVER'S OBLIGATIONS TO REQUEST THE LEGAL AID ASSISTANCE.

In case an Assistance Situation occurs and before starting any action, the Insured and/or Driver shall call **The Company** collect and provide the following information:

a) His/her location and phone number at which he/she or the Representatives can be found as well as all the information **The Company** needs to locate him/her.

b) Name and number of the Tourist Automobile Policy

c) Date the policy became effective

d) The Driver shall attend all the legal proceedings required by the Authorities

e) Once bail or cash bond has been granted, the Insured and/or Driver is obligated to meet all of the preventions stipulated by the Criminal Law in order to avoid the revocation of the Driver's freedom and to the authorities cashing the bail or cash bond. If the guaranty is effective for causes imputable to Insured and/or Driver, Insured hereby undertakes to reimburse **The Company** the value of any bail or guaranty it pays for this purpose.

## FAILURE TO MEET ANY OF THESE REQUIREMENTS SHALL CAUSE THE COMPANY TO REFUSE TO PROVIDE THE SERVICE.

### 4th CLAUSE, EXCLUSIONS.

**The Company shall be free from providing The Legal Aid Assistance Program when any of the following facts occur:**

4.1 Cases not expressly stipulated in articles 2.1 to 2.10

4.2 Administrative fines, Notary fees or expenses, towing, parking or storage services.

4.3 Restitution of damages or prejudice.

4.4 Fees, bails or cash bonds in cases different from the Legal Aid Assistance.

4.5 Fees or cash bonds whenever the Driver is intoxicated (driving while intoxicated) or under the influence of non-prescribed drugs.

4.6 Fees, legal expenses, bails or cash bonds whenever:

4.6.1 The Driver is accused of committing an intentional crime.

4.6.2 The Insured or Driver fails to disclose any written or oral information related to the accident.

4.6.3 The Insured or Driver fails to respond to summons or citations issued by the Authorities.

4.6.4 The Driver is under probation and commits any kind of crime.

4.7 If it is proven that the situation was caused intentionally by the Driver and/or Insured.

4.8 The reimbursement of fees, bails or cash bonds if **The Company** hasn't contracted then. What is stipulated in article 2.10 (Emergency Guaranty) is not considered.

4.9 The following situations, whether resulting directly or indirectly from:

a) War-like operations, whether arising from foreign or civil war, insurrection, acts of terrorism, rebellion, expropriation, confiscation, subversion, requisition, incaution, seizure or detention by the authorities authorized to intervene because of their functions. Likewise, the insurance does not cover loss or damage caused to the vehicle when being used for any military service, with or without the consent of the Insured.

b) Assistance situations derived from the use of the vehicle in any kind of military service: war-like operations, insurrection, rebellion, and revolution, intentional criminal acts in which the vehicle was directly involved or any fight provoked by the Driver or Insured.

c) Using the vehicle for different purposes from those that are stipulated herein, damages suffered or caused when used in driving or operation instruction.

d) If the vehicle was participating directly in races or safety, endurance or speed trials.

e) Irradiation proceeding from nuclear transmuting or disintegration, radioactivity, or any kind of accident caused by nuclear fuels.

f) Resident vehicles (Mexican registered and with Mexican plates)

4.10 The Insured and/or Driver make a written agreement without the prior authorized consent of **The Company**.

### 5th CLAUSE.

This coverage is subject to the terms under the General conditions of the Policy. Except for the provision under section I) 1<sup>st</sup> clause.

Use of "ANA COMPAÑIA DE SEGUROS S.A. DE C.V. LEGAL AID ASSISTANCE PROGRAM" implies conformance with the subscribed program.

**THE ENGLISH TEXT OF THIS POLICY IS A COURTESY TRANSLATION, THE SPANISH TEXT CONTAINS THE OFFICIAL CONDITIONS OF THIS CONTRACT, AND IN THE EVENT OF ANY CONFLICT, AND THE SPANISH TEXT SHALL PREVAIL.**

AUTOMOBILE ASSISTANCE PROGRAM  
ANA COMPAÑIA DE SEGUROS S.A. DE C.V.

### 1st CLAUSE, GLOSSARY.

The following defined terms will have the meaning that describes them:

#### 1.1 DEFINITIONS.

1. **Accident:** Injury or disability that affects the Insured's physical integrity, health or vital energy as consequence of an external, violent, sudden and fortuitous event.

2. **ANA COMPAÑIA DE SEGUROS:** Hereinafter called **The Company** described in this Insurance contract; it is also the entity that underwrites the Tourist Vehicle Policy, which protects the Vehicle and the Insured to whom **The Company** must provide Vehicle Assistance.

3. **Breakdown:** All fortuitous damages, breaking, fault or deterioration that impedes autonomous circulation of the Vehicle, not as a consequence of a vehicular accident and while the Tourist Vehicle Policy and this contract are in force.

4. **Beneficiary:** Shall be the Insured or Driver or any of the passengers whose permanent residence is out of Mexico and whose immigration status is as tourist or Mexican permanent resident out of Mexico.

5. **Disease:** Any alteration in the Insured's health caused, originated or aroused for the first time after the date of departure of the Insured and while the Tourist Vehicle Policy is in force.

6. **Medical Team:** Medical and assistance personnel that provides the Assistance Services in **The Company**.

7. **Technical Team:** Technical and assistance personnel that provide the Assistance Services in **The Company**.

8. **First Degree Relative:** Father, Mother, spouse or child of the Insured.

9. **Passengers:** All individuals inside the Insured Vehicle at the moment the Assistance is required. The maximum number of passengers will be the one stipulated on the vehicles registration card or similar documents, except those individuals who are hitchhikers. They shall not have any right to Assistance Services.

10. **Assistance Services:** Assistance Services provided by **The Company** through the Assistance Enterprise to the Beneficiaries within the terms of this contract, in such a case a Beneficiary has an Assistance Situation.

**11. Assistance Situation:** any event that happens to the Beneficiary, within the terms and limits stipulated in this Assistance, as well as the described ones herein, which requires the Assistance Services to be provided.

**12. Territoriality:** The Assistance Services stipulated in this contract will be provided within Mexican Territory Only.

**2nd CLAUSE, AUTOMOBILE ASSISTANCE PROGRAM.**

Notwithstanding the provisions in section t) in the 1st Clause "Exclusions" of General Conditions of the Policy", this policy will cover, only when it is specified in the policy with the word "COVERED" shown in the cover page, the Travel Assistance which is described below and which services will be provided in Mexico 24 hours a day, 7 days a week.

**2.1 MEDICAL TRANSPORTATION.**

In case the Insured suffers a Disease or an Accident such that **The Company's** Medical Team, along with the doctor that treats the Insured, recommends hospitalization, **The Company** will provide the following services:

- The transportation of the Insured to the closest hospital; and
- If necessary due to medical reasons:

a) The transportation of the Insured, under medical supervision, to the most appropriate hospital based on the wounds or the disease, and by the most appropriate means (including without limitation, air ambulance, commercial airline or ground ambulance).

b) If medical conditions allow transportation of the Beneficiary, the Medical Team will arrange transportation by a commercial airline to the closest medical center where the Beneficiary's Permanent Residence in the United States of America or Canada is located. **The Company** Medical Team and attending physician will determine the necessary measures with respect to transportation.

**2.2 REPATRIATION OR TRANSPORTATION TO RESIDENCE.**

If the Insured, after local treatment and based on the doctor and **The Company's** Medical Team's opinions, may not travel to his permanent residence in the United States of America or in Canada as a regular passenger nor use the means planned at the beginning, **The Company** will carry out the proceedings for his repatriation or transportation by a regular commercial airline and will cover all the necessary additional expenses and the Insured's airplane ticket back home.

**2.3 SENDING OF SPECIALIST.**

In case that the Insured is hospitalized due to an Accident or Disease and that there is no specialist to treat him, **The Company** will carry out the proceedings to send a specialist as long as it is agreed with **The Company's** Medical Team and with the doctor treating the Insured. This service is limited up to \$1,000.00 US dollars.

**2.4 SENDING OF MEDICATION.**

In case the Insured suffers an Accident or a Disease, and, if **The Company's** Medical Team and the doctor determine the need of using medication that does not exist locally, **The Company** will carry out the proceedings to send enough quantity of medication to the place where the Insured is located, but will cover up to only \$500.00 US dollars maximum.

**2.5 MEDICAL REFERENCES.**

When the Insured requires Medical Assistance, **The Company's** Medical Team will advise the Insured about the measures that must be taken in each case.

**The Company's** Medical Team will not diagnose, but under the Insured's petition, will provide the means to obtain a diagnosis, either:

- a) By a doctor's visit, or by
- b) Making an appointment with a doctor, or in a hospital but such costs will be covered by the Insured.

**UNDER NO CIRCUMSTANCES WILL THE COMPANY TAKE RESPONSIBILITY FOR ANY SERVICES PROVIDED BY THESE PROFESSIONALS OR INSTITUTIONS. LIKEWISE, THESE COSTS WILL BE THE RESPONSIBILITY OF THE INSURED.**

**2.6 FUND TRANSFER FOR MEDICAL EXPENSES.**

In case of Accident or Disease, **The Company** will transfer the money to the Insured in order to pay the medical expenses from \$500.00 US dollars up to \$2,500.00 US dollars per Policy.

Before **The Company** pays out any amount of money, the Insured's representative must transfer or deposit the equivalent amount to any office of **The Company**.

**2.7 ROUND-TRIP TICKET AND LODGING FEES FOR A RELATIVE.**

In case the Insured needs to be hospitalised for more than five days due to an Accident or Disease, **The Company** will provide one person designated by the Insured, a round-trip ticket (economy class departing from the city of permanent residence in the United States or in Canada) so this person can be with the Insured. In addition, **The Company** will cover the person's lodging up to \$100.00 US dollars per day, for 10 days maximum per event and per vehicle.

**2.8 ANTICIPATED RETURN TO RESIDENCE.**

**The Company** will cover the additional expenses for the anticipated return of the Insured, by a regular commercial airline (Economy Class), in case of a first-degree relative death in the permanent city residence in the United States or in Canada.

**2.9 LODGING EXPENSES FOR CONVALESCENCE.**

**The Company** will cover the expenses to extend the stay in Mexico in a hotel chosen by the Insured, if the local doctor and **The Company** Medical Team have prescribed this extension after being released from hospital. This benefit is limited to \$100.00 US dollars per day, for 10 days maximum per event and per vehicle.

**2.10 TRANSPORTATION IN CASE OF DEATH OR LOCAL BURIAL.**

In case the Insured dies, **The Company** will carry out all the formalities (including legal proceedings) and will be in charge of:

- a) The transportation of the corpse or ashes to the burial place in the city of permanent residence within the United States or Canada; or
- b) If required by the Insured's heirs or representatives, burial where the death took place. **The Company** will cover these expenses for the same amount that would have resulted in the case of transporting the corpse as shown in last paragraph.
- c) The maximum combined single limit for this benefit will be up to \$5,000.00 US dollars.

**2.11 REPATRIATION OR TRANSPORTATION OF ACCOMPANYING RELATIVES IN FIRST DEGREE.**

If the Insured is taken or repatriated as a consequence of an Accident, Disease, or death, and these circumstances impede the family members in first degree that accompany the Insured and are under 18 years old and there is no competent and qualified person to accompany them, **The Company** will provide the service of a qualified person to accompany them to their city of permanent residence within the United States or Canada.

**2.12 TRANSMISSION OF MESSAGES.**

**The Company** will be in charge of transmitting urgent messages derived from any Assistance Situation, if required by the Insured.

Likewise, information will be given to the Insured's relatives about serious medical problems when this seriousness hinders the Insured from communicating or, when his representative has required it.

**2.13 TOURIST INFORMATION.**

If required by the Insured, **The Company** will provide specific tourist information about Mexico by phone regarding:

- i. Immigration Proceedings.
- ii. What freeway should be taken to get to a certain destination.
- iii. Telephone number, address and business hours of an American or Canadian Embassy or Consulate in a specific city in Mexico.
- iv. Hotels in any city in Mexico.

**The Company** will provide three pieces of information as described above, two events per Policy and within the following four hours after information was required.

**The Company** will inform the Insured who asked for the information, that **The Company** is simply giving the required data and will try to be informed about any changes through the corresponding authorities.

**The Company** will not take any responsibility if the given information is not accurate, complete, or valid.

**2.14 SEARCH AND TRANSPORTATION OF PERSONAL BELONGINGS OR LUGGAGE.**

In case the Insured's personal belongings or luggage are stolen or lost, **The Company** will advise him how to report the facts and will help him with the search; if the objects are recovered, **The Company** will carry out the proceedings to send them to the place where the Insured is located or to his permanent residence within the United States or Canada.

**2.15 ADMINISTRATIVE ASSISTANCE.**

In case of stolen or lost passport, visa and/or airplane tickets, **The Company** will provide the necessary information, as well as the proceeding to be followed before local authorities with the aim of obtaining the replacement of the lost or stolen documents.

**2.16 SENDING AND PAYING FOR A TOW TRUCK.**

In case a Breakdown hinders the autonomous circulation of a vehicle, **The Company** will provide all towing services to the closest authorized repair shop where the vehicle problems can be solved with a limit up to \$250.00 US dollars per event per vehicle.

The cost over \$250.00 US dollars will be paid by the Insured directly to the service provider and according to the current fees at the time the service provider asks the Insured to do so.

When it is not possible to take an inventory from the Vehicle, leaving the original to the Insured, the Insured must come with the towing truck operator during the transportation.

Labor costs as well as cost of parts, fuel, repair in general, and tires will be covered by the Insured.

**2.17 RENTING A CAR DUE TO A BREAKDOWN.**

In case of a Breakdown and after arranging the towing service for the vehicle, **The Company**, according to the benefit 2.16 and if the vehicle repair will take more than 36 hours, will arrange and pay the rent of a vehicle preferably similar to the damaged vehicle in order to go to the place where the damaged vehicle has been taken.

So that this service is valid, it will be necessary that the Insured have a valid credit card, which will be taken by the car leasing company as guarantee for the damages that the Insured could cause on the rented vehicle during its use.

If it is impossible to rent a vehicle, **The Company** will pay expenses, up to \$60.00 US dollars per event and vehicle, to take a taxi, bus, or any other transportation means.

**2.18 IMPOSSIBILITY TO COMMUNICATE WITH THE COMPANY.**

In case of absolute and proved urgency and it is impossible for the Insured to request the ground ambulance or towing services under the terms of sections 2.1 and 2.16, the said Insured may address directly to third parties requesting these two services and, under these circumstances, **The Company** will refund to the Insured, up to \$250.00 US dollars for towing truck and up to \$1,000.00 US dollars for ground ambulance. Under no other circumstances will a refund take place, unless **The Company** authorizes it in writing.

The Insured must notify **The Company** of the urgency or impossibility to communicate, within the following 24 hours after using the towing service and 48 hours after using the ground ambulance service, in order to have the right of refund by **The Company**; the Insured must also turn in all the receipts that meet tax requirements.

If there is no notification, **The Company** will consider the Insured responsible for all costs and expenses.

### **3rd CLAUSE, OBLIGATIONS THE INSURED.**

#### **3.1 REQUEST FOR ASSISTANCE.**

In case of any Assistance Situation and before taking any actions, the Insured must call collect to **The Company's** Alarm Center to provide the following information:

- a. The Insured will indicate the place where he is and the phone number where **The Company** will reach the Insured or his Representative as well as all the information that the bilingual agent may request in order to contact him.
- b. His name and the Tourist Vehicle Policy number.
- c. He will also describe the problem or the illness he is suffering from, as well as the kind of assistance he needs.

**The Company** Technical and Medical Team will have free access to the Insured information (medical history) and to his Vehicle (opening trunks, etc) in order to know the situation and, if this access is denied, **The Company** will not have any responsibility to provide any of the Assistance Services.

#### **3.2 MEDICAL TRANSPORTATION.**

In cases when the medical transportation is required, the Insured or his Representative must provide the following so that **The Company** may provide a better intervention:

- a. Name, address and phone number of the hospital or the medical center to which the Insured was admitted.
- b. Name, address and phone number of the doctor who is treating the patient and, if it is necessary, the regular family doctor's information who normally treats him.

**The Company** Medical Team or its representatives should have free access to the medical files and to the Insured in order to assess his condition; if the access is denied, the Insured will lose the right to all Assistance Services.

In every case, **The Company** will decide when it is the appropriate time for the transportation and will determine the most appropriate dates and means for the transportation.

#### **3.3 VEHICLE TOWING SERVICE.**

In such cases when towing a vehicle is required and it is impossible to make an inventory of personal items, it will be necessary that the Insured or his Representative come with the towing truck operator during the transportation.

It is also necessary that the Insured or his Representative is present when any repair takes place, especially if it is related to the breakdown.

Labor costs, as well as cost of parts, fuel, repair in general or tires will be covered by the Insured.

#### **3.4 GENERAL RULES.**

##### **a) Mitigation.**

The Insured is required to try to mitigate and limit the Assistance Situations effect.

##### **b) Cooperation with The Company.**

The Insured must cooperate with **The Company** in order to facilitate the recovery of all payments made in the different interventions, providing all the required documents to **The Company**; he must help **The Company** to carry out the necessary proceedings.

##### **c) People that provide Assistance Services.**

People who provide Assistance Services are, in most cases, independent contractors selected by **The Company** with appropriate qualifications and competence according to the place, time, and circumstance levels where Assistance Services are administered. Therefore, **The Company** will be responsible for the administration of services according to that established in this coverage, but will not be responsible for the deficiencies of such people, corporations or establishments.

##### **d) Prescribing complaint.**

Any complaint related to any Assistance Service must be filed within the following two years after the fact.

##### **e) Subrogation.**

**The Company** shall be subrogated to the extent of expenses and amounts paid to the Insured, as well as any rights and/or actions of the Insured against anyone responsible for an Accident or Disease that took place in any Assistance Services

### **4th CLAUSE, EXCLUSIONS.**

**4.1** Assistance Situations during trips or vacation taken by the Insured against the regular family doctor's prescription.

**4.2** Regardless of section 2.18 (impossibility to communicate with The Company), the Insured will not have the right of being refunded by The Company.

**4.3** Assistance Situations that the Insured had administered, hired, or paid on his own.

**4.4** Under no circumstances, will The Company cover the expenses that the Insured incurs when using the service stipulated in section 2.17 (Rented Vehicle for Breakdown) by concept of:

- a) Gasoline consumed or toll road fees paid during the renting period of a vehicle.
- b) Fines of any kind imposed by authorities.
- c) Partial or total theft of a rented vehicle.
- d) Deductible charges for accidents in the rented vehicle.
- e) Any damages and/or detriment that the rented vehicle may suffer.

**4.5** The Assistance Situations are also excluded when they are direct or indirect consequences of:

- a) Strikes, war, invasion, acts of foreign enemies acts, hostilities (whether a war has been declared or not), rebellions, civil war, insurrection, terrorism, uprisings, demonstrations, popular movements, radioactivity, or any other cause of force majeure.
- b) Radiation originating from nuclear transmutation or disintegration, from radioactivity, or from any kind of Accident caused by nuclear fuels.
- c) Assistance Situations when using the Vehicle for any kind of military service; acts of war, insurrection, rebellion, revolution, intentional criminal acts or fights wherein the vehicle driver is involved directly.
- d) Using the vehicle for different services from the one indicated in the Policy that may imply aggravating risks; using the vehicle for the purposes of teaching or instructing in its use or function.
- e) Using the vehicle directly in races or security, resistance, or speed competitions.
- f) Diseases, Accidents or Breakdowns caused by extraordinary natural phenomena including but not limited to floods, earthquakes, volcanic eruptions and cyclonic storms.
- g) Self inflicted injuries or injuries sustained while participating in criminal acts.
- h) Practicing professional sports; participating in official competitions and exhibitions.
- i) Diseases and/or Accidents produced by the intentional ingestion or administration of toxins or narcotics (drugs) consumption or administration or by taking medication without medical prescription or drinking alcoholic beverages.
- j) Participating in horse, bicycle, motorcycles and/or car races or exhibitions, as well as in speed, security, resistance and/or skill competitions.
- k) Any pre-existing, chronic or recurrent Disease; the convalescence being considered as part of the disease, as well as any disease already suffered, diagnosed or known by the Insured, and that by the symptoms or signs could be noticed before starting any trip and/or any aggravating risk.
- l) Medical transportation of pregnant woman within the last three months before the probable delivery date, as well as the delivery itself and the prenatal examinations.
- m) Mental disorders or insanity.
- n) Organ transplant of any kind.
- o) Suicide, Disease or injuries resulting from suicide attempt.
- p) Death or injuries caused directly or indirectly by the Insured acting in bad faith or committing fraud.
- q) Injuries caused by the exercise of a profession that involves physical activity.
- r) Vehicle maintenance, modification and any vehicle parts repair and installation of parts that were already dismantled by the Insured or a third person.
- s) Any kind of work such as carrying, straightening, unloading merchandise, etc., as well as towing a Vehicle with cargo or wounded people; maneuvering or towing a Vehicle through pothole's, ravine's or rough dirt.
- t) Vehicles for transporting merchandise or passengers, rental vehicles with or without chauffeur, as well as 3.5-ton vehicles of load capacity or with greater capacity.
- u) Any kind of motorcycles.
- v) Situations caused by the Insured in bad faith.
- w) Assistance Services produced in a robbery, breach of trust and, in general, using the Vehicle without the Insured's consent.
- x) Resident Vehicles; that is, registered and with Mexican License Plates.
- y) Assistance Situations occurring outside Mexico.
- z) Assistance to hitchhikers.
- aa) Rescue in mountains, peaks, seas or, desserts.
- bb) Assistance Situations that may be profitable for the Injured.

Employment of "ANA COMPAÑÍA DE SEGUROS S.A. DE C.V. AUTOMOBILE ASSISTANCE PROGRAM" implies conformance with the subscribed program.

**THE ENGLISH TEXT OF THIS POLICY IS A COURTESY TRANSLATION, THE SPANISH TEXT CONTAINS THE OFFICIAL CONDITIONS OF THIS CONTRACT, AND IN THE EVENT OF ANY CONFLICT THE SPANISH TEXT SHALL PREVAIL.**

Este documento y la nota técnica que lo fundamenta, están registrados ante la Comisión Nacional de Seguros y Fianzas, de conformidad con lo dispuesto en los artículos 36, 36-A, 36-B y 36-D de la Ley General de Instituciones y Sociedades Mutualistas de Seguros, por registro número CNSF-S0089-0521-2003.