



Mexican Automobile Insurance Policy

Special Tourist Auto Insurance
Specification of Risk and General Conditions

SECTION 1. (a) COLLISION, OVERTURNING AND GLASS BREAKAGE (WITH MANDATORY DEDUCTIBLE) Material damages to the insured vehicle as a result of collision, overturning or glass breakage are covered by this paragraph (a) wherein the Company will only pay for damages exceeding the deductible amount specified on the face of this policy. The deductible shall be borne by the insured and will be separately applicable to each covered occurrence according to the terms of this section. (b) TRANSPORTATION (WITH MANDATORY DEDUCTIBLE) Material damage to the insured vehicle caused by: stranding, sinking, burning, explosion, collision, overturning or derailling of the transportation vehicle in which the insured vehicle is being moved by land, air or sea, and any responsibility of the insured for salvage charges are covered by this paragraph (b) wherein the Company will only pay for such damages exceeding the deductible shall be borne by the insured and will be separately applicable to each covered occurrence according to the terms of this section. (c) TOWING EXPENSES For occurrences covered under the terms of this policy, the Company will pay reasonable necessary towing costs to move the insured vehicle within the limits of the Mexican Republic to the place designated by the Company for repairs, as well as the expenses necessary to put the insured vehicle into towable condition. Expenses payable under this policy provision shall be subject to a limit of \$500.

DEDUCTIBLE. The coverage available under Section 1 (a) and Section 1 (b) are subject to a deductible to be borne by the insured. Based on the limit of liability specified on the face of this policy, the deductible amount is \$500.00 on all private passenger cars, pick-ups, passenger panel vans, vehicles, trailers, campers, motor homes, and other vehicles that have conversions of any type (i.e. modified to be a camper).

SECTION 2. (a) THEFT OF THE VEHICLE. The total theft of the insured vehicle as well as the losses or damages resulting from said total theft. (b) FIRE, LIGHTNING AND/OR EXPLOSION. Material damage suffered by the insured vehicle arising out of fire, lightning and/or explosion. (c) STRIKES AND RIOTS. Material damage to the insured vehicle caused by the actions of persons taking part in work stoppages, strikes, labor disturbances, meetings, riots or popular uprising or by malicious mischief in the course of such actions by the legally recognized authorities in the performance of their duties. Damages caused by vandalism are expressly excluded. (d) NATURAL DISASTERS. Material damage to the insured vehicle arising out of cyclones, hurricanes, hail, earthquakes, volcanic eruptions, avalanches, flooding (overflowing of rivers, lakes, or inlets with the exception of sea water), land or rock slides, the fall or collapse of constructions, buildings, structures or other similar objects, and falling trees or branches.

DEDUCTIBLE. The coverage available under this Section 2 is subject to a deductible to be borne by the insured. Based on the limit of liability specified on the face of this policy, the deductible amount is \$500 (U.S. currency) except for TOTAL THEFT which has a \$1000 (U.S. currency) deductible.

Under Sections 1 and 2, all special equipment of the insured vehicle is covered by adding the reasonable value of said special equipment to the value of the vehicle, thus resulting in the total limit of liability as specified on the face page of this policy. Special equipment shall be construed to include non-standard accessories of the insured vehicle including lettering, signs, radios, clocks, fog and spot lights, outside mirrors, visors and the like.

SECTION 3. CIVIL LIABILITY FOR PROPERTY DAMAGE TO THIRD PARTIES

Subject to applicable laws pertaining to civil liability in force in the Republic of Mexico, the insured's civil liability, not to exceed the limits indicated on the face of this policy, arising out of the use of the insured's vehicle by the insured, or any person operating it with his consent, for material damages to any property not owned by the insured, the driver, their relatives or members of their households. For purposes of this section, property under the custody of the insured or his employees or agents or property which is in the insured vehicle shall be considered property owned by the insured. CONSEQUENTIAL DAMAGE AND LOSS ARE EXPRESSLY EXCLUDED UNDER THIS SECTION.

SECTION 4. CIVIL LIABILITY FOR BODILY INJURY TO THIRD PARTIES, EXCLUDING THE OCCUPANTS OF THE INSURED VEHICLE.

Subject to applicable laws pertaining to civil liability in force in the Republic of Mexico, the insured's civil liability, not to exceed the limits indicated on the face of this policy, for damages incurred by the insured or any operator to whom he has given permission to drive the insured vehicle for bodily injuries to or death of third parties. DAMAGES ARISING OUT OF BODILY INJURIES TO OR DEATH OF OCCUPANTS OF THE INSURED VEHICLE ARE EXPRESSLY EXCLUDED UNDER THIS SECTION. Without exceeding the limits of the insured amount specified on the face of the policy for this section, the Company shall pay the insured's civil liability for the following: (a) Medical expenses incurred for first aid. (b) Medical treatment and/or burial expenses, if any, for third parties, other than occupants, injured by the insured vehicle. (c) The insured's civil liability for death, total or partial disability or temporary or permanent disability pursuant to applicable laws in force in the Republic of Mexico. (d) The civil liability of the insured or the driver for cost and expenses incurred by third parties other than occupants of the vehicle. CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR PAIN AND SUFFERING AND LOSS OF INCOME ARE EXPRESSLY EXCLUDED UNDER THIS SECTION.

SECTION 5. MEDICAL EXPENSES FOR OCCUPANTS.

The payment of medical expenses incurred for hospitalization, medical treatment, nursing care, ambulance services and burial expenses resulting from bodily injury to or death of the insured or any other occupant of the insured vehicle while riding therein. Any motorcycle, ATC, or ATV policy excludes Medical Payments. The medical expenses covered under this policy are as follow: (a) Hospitalization. Reasonable room and board at the hospital, physical therapy, related hospital expenses and, in general, drugs and medicines prescribed by a physician. (b) Medical Treatment. Required medical services provided by professionals legally authorized to practice their respective professions. (c) Nursing Care. The cost of the services for nurses with a nursing degree or a license to practice. (d) Ambulance Service. Reasonable expenses incurred for the use of an ambulance when required. (e) Funeral Expenses. Funeral expenses incurred to a maximum of 25% of the amount insured per occupant as specified on the face of this policy, which expenses shall be paid upon submission of proof of such. Irrespective of the number of injured occupants, the maximum liability of the Company under this section shall be the amount specified on the face of this policy under the provision "all occupants". In the event that the number of injured occupants exceeds the quotient of the limit of liability for "all occupants" divided by the limit of liability for "each occupant", then the limit of liability for each occupant shall be reduced proportionately. The Company will pay the above-mentioned expenses until the limit of liability for each occupant has been reached. The obligation of the company shall automatically cease when the effects of the injury have disappeared, either through the recovery of the patient or the death of the same, or after a maximum one year period from the date of the occurrence.

GENERAL CONDITIONS.

1. EXCLUSIONS. In no event shall this insurance cover: A) CIVIL LIABILITY FOR DEATH OF OR BODILY INJURY SUSTAINED BY THE DRIVER OF THE INSURED VEHICLE OR ANY OTHER OCCUPANT THEREOF, EXCEPT FOR MEDICAL EXPENSES COVERED IN SECTION 5 OF THIS POLICY. Moreover, this insurance shall not cover liability resulting from intentional conduct attributable to the insured or the driver of the vehicle. B) Civil liability for death of or bodily injury sustained by relatives or members of the household of the insured or persons who are in his employ. C) UNLESS LEGAL SERVICE IS SHOWN ON THE FACE OF THIS POLICY, LEGAL FEES, INCLUDING ATTORNEYS FEES, AND EXPENSES FOR THE DEFENSE OF THE INSURED VEHICLE ARISING FROM CIVIL OR CRIMINAL PROCEEDINGS RESULTING FROM ANY OCCURRENCE OR THE COST OF BAIL, FINES OR ASSESSMENTS OF ANY KIND, AS WELL AS SANCTIONS AND ANY OTHER OBLIGATIONS OTHER THAN THE REPAIR OF DAMAGES. D) Loss or damage sustained or caused in the operation of the insured vehicle off conventional roads used by vehicles or on roads not in good driving condition. E) Loss or damage sustained or caused in the course of participation by the vehicle in a race or any other contest of speed or resistance. F) Damages sustained or caused by the insured vehicle when it is being used for the purpose of driving or operating instructions or teaching. G) Damages sustained or caused by the insured vehicle when it is being used to tow trailers or boats, unless expressly set forth on the face of this policy or if the trailer or boat is insured hereunder. H) Damages sustained or caused by the insured vehicle while being driven by a person lacking a driver's license issued by the proper legal authorities, OR WHILE BEING DRIVEN BY A PERSON UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, PROVIDED SUCH CIRCUMSTANCE IS A CONTRIBUTING CAUSE TO THE ACCIDENT FROM WHICH THE PROPERTY DAMAGE, BODILY INJURY OR DEATH RESULTS I) Theft of parts or accessories, unless as a direct result of total theft of the insured vehicle. J) Any indirect loss incurred by the insured or any occupant 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 other similar expenses. K) Damage suffered by the insured vehicle on account of lack or loss of oil in any component, lack or loss of water or resulting from improper maintenance. L) Mechanical breakdown or failure of any part of the insured vehicle unless directly caused by any of the risks insured herein. M) Loss or damage due to natural wear or tear of the insured vehicle and the components thereof, including depreciation in value as a result of same. N) Loss or damage to the insured vehicle as a consequence of war-like operations whether arising out of foreign or civil war, insurrection, rebellion, expropriation, requisition, confiscation, seizure or detention by the legally recognized authorities in the performance of their duties or for any other similar reason. Likewise, this insurance does not cover loss or damage caused to the insured vehicle when being used by or for any military service, with or without the consent of the insured. O) Any loss or damage caused by the normal action of tide, even when flooding occurs, as a consequence of the insured vehicle being exposed to the tide. P) Any damage suffered or caused by the insured vehicle due to overloading or subjecting it to excessive strain for its strength and capacity. Similarly, the Company shall not be liable for any damages caused to any viaducts, bridges, scales or any other public thoroughfare and underground objects and installations due to vibrations or to the weight of the vehicle and its load.

2. TRAILERS AND BOATS. Trailers and boats shall be insured only if they are expressly included on the face of this policy, designating the characteristics of same, the insured amount and the corresponding premium. For the purposes hereof, "trailer" shall be construed to mean a house trailer or mobile home, which includes the fixed equipment attached thereto, excluding household articles and personal belongings; "boat" shall be construed to mean the vessel specified on the face of the policy and the platform or trailer on which it is transported, as a single unit. A trailer is covered under the same risks and duration contracted in the policy for the motor vehicle pulling it, even though the trailer may be unhitched from the motor vehicle or parked. A covered boat shall only be covered while on the platform or trailer on which it is mounted and attached to the motor vehicle for the same risks and duration contracted in the policy for the motor vehicle pulling it. The Company's responsibility ceases at the moment the boat is separated from the vehicle. This insurance shall not cover damages suffered or caused by the boat during the loading or unloading from its trailer or platform. Trailers and boats are subject to a separate deductible under Sections 1 and 2 of this policy. This insurance shall not cover expenses or damages resulting from injuries or death sustained within a covered trailer or boat. The limits of liability under Sections 3 and 4 of this policy shall not be increased by virtue of the inclusion under this policy of trailers or boats.

3. PRECAUTIONS IN THE EVENT OF LOSS. Upon the occurrence of an accident or loss, the insured shall take all precautions advisable under the circumstances to prevent further damages; the insured shall not abandon the insured vehicle unless required to do so by reasons beyond his reasonable control. Noncompliance with the foregoing shall result in the reduction of the amount payable under this policy to the amount which would have been payable had the insured complied with such obligation.

4. DUTIES IN CASE OF OCCURRENCE. a) Upon the occurrence of an accident or loss covered hereunder, the insured is obligated to immediately notify the Company as soon as he is made aware of the same except in the case where such notification is rendered impossible by reasons beyond the reasonable control of the insured, in which case he still must notify the Company as soon as the circumstances allow and prior to

leaving the Republic of Mexico. Noncompliance with the foregoing shall result in the reduction of the amount payable under this policy to the amount which would have been payable had the Company been promptly advised of the occurrence. b) Once the insured has given the Company notice of the occurrence, the Company shall make an appraisal and commence adjustment of damages within 72 hours from the time the insured placed the vehicle at the disposal of the Company and it has been released from the authorities. c) In the event the Company does not commence adjustment of damages within 72 hours as provided above, the insured shall have the right to proceed with reasonable repairs to the vehicle and shall have the right to demand payment for said repairs from the Company pursuant to the terms of this policy. d) Upon making the adjustment and acceptance of the liability, the Company shall pay the insured the amount of the damages. e) Unless the Company has not commenced the adjustment within the period of 72 hours as provided in paragraph b) of this clause, the Company shall not be liable for the damages suffered or caused by the vehicle if the repairs to such were initiated without the previous written consent of the Company, as such would prevent the Company from knowing the extent of the loss and the facts and circumstances which caused or influenced the occurrence. f) In the event of theft or any other criminal act which may give rise to coverage under the provisions of this policy, the insured shall immediately advise proper Mexican authorities and shall cooperate with the Company in order to recover the vehicle or the amount of damages suffered. In the event of theft or other criminal act which may be covered under this policy, the Company shall be liable or shall reject liability within 30 days following the date on which all necessary documentation regarding such event has been received. g) If requested, the insured shall provide to the Company a power of attorney in favor of the Company or its appointee, who on behalf of the insured, shall conduct all proceedings for the settlement of any claim or shall conduct for the Company or for the insured any action on any claim against a third party. The Company shall have the right to conduct the proceedings and to make any settlement of any claim, with or without the consent of the insured, and the insured shall furnish all necessary information or assistance. h) Any assistance rendered to the insured or to third parties by the Company or by its representatives shall not be constructed as an acceptance of liability by the Company.

5. LIMIT OF LIABILITY UNDER SECTIONS 1 AND 2. The liability of the Company under Sections 1 and 2 of this policy shall not exceed the actual amount of the damage caused on the date of the occurrence to the components of the insured vehicle including the reasonable cost of repair thereof. Under no circumstances shall the liability exceed the insured amount as provided on the face page of this policy. In the event of total loss or total theft of the insured vehicle, the Company shall have the option of replacing it to the satisfaction of the insured or of effecting a cash settlement for the actual cash value on the vehicle, on the date of the loss, not exceeding the insured amount in force. Upon payment 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. In the event the vehicle suffers damage, the repair of which requires replacement of parts not readily available in the market, the obligation of the Company shall be to pay to the insured the reasonable current list price of such parts as published by automobile dealerships, plus reasonable labor costs for the installation of such parts, as mutually agreed upon by the Company and the insured, or, lacking such an agreement, to be determined by a recognized specialist.

6. LOSS OF RIGHT TO COVERAGE. Without prejudice to each and every other exclusion as stated herein, if a claim presented by the insured is determined by the Company to be erroneous, fraudulent, deceptive, in bad faith or intended to make the Company make payment in error or under pretense, the insured shall lose all rights to coverage under all specifications of this policy.

7. OBLIGATION TO NOTIFY COMPANY OF THE EXISTENCE OF OTHER INSURANCE. The insured has the obligation to immediately notify to the Company, in writing, the existence of other insurance contracted with any other Company on the insured vehicle, indicating the name of the insured, the name of the insurer, the policy number and the amount of such insurance. In the event of the existence of one or more other insurance policies covering the same loss, the Company shall pay that proportion of the loss that its limit of liability bears to the total of all applicable policy limits.

8. SUBROGATION. In the event of any payment under this policy, the Company shall be subrogated to the insured's rights of recovery therefore against any parties responsible for the loss. If the Company so requires, the insured shall confirm such subrogation in writing. If subrogation is hindered due to any act or omission on the part of the insured, the Company shall have no obligations hereunder. If damage suffered by the insured was only partially indemnified by the Company, the insured and the Company agree to exercise their rights against any parties responsible for such damage in the corresponding proportions.

9. SALVAGE. It is expressly agreed that in the event the Company pays the total insured amount of the vehicle any salvage or recovery of the vehicle shall be the property of the Company, and the insured shall transfer ownership of the insured vehicle to the Company by execution and transfer of the necessary documents of title and registration.

10. REDUCTION AND REINSTATEMENT OF INSURED AMOUNT. All payments by the Company shall reduce the insured amount by the same sum. Said insurance may be reinstated at the discretion of the Company upon the request of the insured and by payment of the additional premium. Such reductions and reinstatements shall be applicable to each section of the policy so affected.

11. PREMIUM PAYMENT. The premium is due and payable upon the issuance of the policy and shall be paid against a premium receipt issued by the Company or a verifying seal. The minimum premium for the issuance of this policy shall be Thirty Five dollars (\$35.00) U.S. currency plus 10% of total premium.

12. PRIOR TERMINATION OF THE CONTRACT. Notwithstanding the term of this policy as specified on the face page, the parties agree that either party may terminate it before the expiration date in which case the Company shall refund the unearned premium.

13. JURISDICTION. In the event of a dispute between the Company and the insured, the complaining party shall appear before the National Banking and Insurance Commission at its main office or at a branch office under the terms of Article 135 of the General Law of Insurance Institutions, and if said organization is not designated as the arbitrator, the complaining party may appear before the proper court within the Republic of Mexico

14. STATUTE OF LIMITATIONS. All claims under this policy must be submitted with two years from the date of the occurrence giving rise thereto pursuant to the terms of Article 81 of the Law for Insurance Contracts, with the exception of the cases stipulated in Article 82 of the same Law. The statute of limitations shall be interrupted not only by ordinary cause, but also by the appointment of an expert or through the commencement of the process set forth in Article 135 of the General Law of Insurance Institutions.

15. 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, or discrepancy, the Spanish policy wording (text) shall control, or prevail. LA PRESENTE ES UNA TRADUCCION LIBRE DE CORTESIA, LA POLIZA EN CASTELLANO (ESPAÑOL) PARA CUALQUIER ASUNTO LEGAL O INTERPRETACION, TIENE PRELACION SOBRE EL TEXTO ANTES REFERIDO.

16. ARTICLE 25 OF LAW GOVERNING INSURANCE CONTRACTS. If the content of this policy or its modifications does not agree with the offer, the insured may request a correction thereto within thirty days following the day on which the policy was received. After this thirty day period has elapsed, the stipulations of the policy or its modifications shall be considered as accepted.



Qualitas Claim Reporting and Hotlines

From a Mexican Land Line or Mexican Cell Phone, Call:

01 (800) 800-2880 * 01 (800) 288-6700 * 01 800 004-9600

In Mexico from a Cell Phone with International Service, Call: (55) 5258 2880

To File a Claim: Please call a Mexico City QUALITAS, CLAIM HOTLINE:

An adjuster will be dispatched to the location of the accident. When you report the accident or theft to the Company, please give them the exact place where you are and the description of your vehicle and/or towed units.

- Please do not leave the automobile, unless it is strictly necessary.
- Please do not assume any responsibility or make any deal with the third parties.
- When the adjuster arrives, please show him your insurance policy, your driver's license, etc.
- Please get and keep the adjusters name, phone number and business card.
- Please complete the accident declaration that forms part of the adjusters report. Please keep a copy of this report for your records.
- Please help the adjuster with all required information he needs so that a fair transaction can be made.
- In case of theft please file a police report. Please ask for and keep a copy of this report.
- In case needed the adjuster will provide you with the following services
- The adjuster will send you a tow truck for your automobile or the third party's.
- The adjuster will assign you an auto repair garage.
- The adjuster will assign you a medical pass to the hospital.
- The adjuster will collect for you a lawyer for legal assistance.

CLAIM MANAGERS AT TIJUANA QUALITAS WHO PROCESS AUTO CLAIM SETTLEMENTS ARE:

Ramon Verdugo: Tijuana_Turistas@Qualitas.com.Mx

Victor Rodriguez: Tijuana_Siniestros4@Qualitas.com.M x

Tijuana Qualitas mailing address: P. O. BOX 434355, SAN YSIDRO, CA 92143-4355

Tijuana Physical Address: Qualitas Compania De Seguros, S A B De C V Jose Maria Velasco No 2627 Int 105, Tijuana, B C

Tijuana Qualitas Telephone 011 52 (664) 634-2781 * Tijuana Qualitas Telephone 011 52 (664) 634-1446

Tijuana Qualitas Facsimile 011 52 (664) 634-6872

Mexico City Physical Address: Boulevard Picacho Ajusco 236, Col. Jardines de la Montana, Mexico, 14210, Mexico



AUSA Claim Reporting and Hotline for travel assistance in Mexico call

From a Mexican Land Line or Mexican Cell Phone, Call: AUSA 01 (800) 262-6911

In Mexico from a Cell Phone with International Service, Call: (55) 5061 6161

- Take all the necessary steps or measures to prevent accidents, damages, or dangerous situations so as to reduce further damages. Call the Company to request instructions and proceed as indicated.
- Inform the Company about any event requiring the services offered when possible, not exceeding a period of 24 hours after the event occurred, except when you are prevented from doing so by reasons beyond your control.
- Provide the necessary information for locating any third person involved and cooperate in the subsequent process including presenting yourself to the relevant authorities, providing if necessary, powers of attorney to AUSA.
- Abstain from negotiating agreements or expenses without previously consulting AUSA.
- Promptly notify the AUSA lawyers and relevant authorities of any change in your residence or domicile for legal notification.
- Be present for the relevant authorities as many times as required or as summoned.

CLAIM MANAGERS AT MEXICO CITY AUSA WHO PROCESS TRAVEL ASSISTANCE CLAIM SETTLEMENTS ARE:

Mexico City Physical Address: Tonalá 136, Col. Romas 06700 Mexico, D.F.

Lic. Hugo E. Alvarado Ramirez: HEAlvarado@ausa.com.mx or Miguel Arsuaga Sanchez: ajimenes@ausa.com.mx