



Genworth[®]
Seguros

Genworth Seguros
Tourist Auto
Non Resident Mexican Auto Insurance

FOR ASSISTANCE OR TO REPORT A CLAIM, DIAL:

01-800-019-6000

01-477-710-4781 (Direct)

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

GENERAL CONDITIONS

Tourist Automobile Insurance Policy Specification of Risks

Section 1. With Mandatory Deductible for Coverages a and b

a) Collision, overturning and glass breakage.- Material damages to the insured vehicle as a result of collision, overturning or glass breakage are covered by this paragraph (a) where the Company will only pay for damages exceeding the deductible amount specified on 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.- 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. The Company will only pay for such damages exceeding the deductible amount.

c) Towing expenses.- In the event of an accident that leads to a claim, under the terms of this policy, the Company will pay the necessary towing expenses to move the insured vehicle to the place designated by the Company for repairs, (including a place in the United States, if the Company decides so). The expenses to put the vehicle into towable conditions are included.

If the insured chooses to move the damaged insured vehicle to a place other than the one chosen by the Company, or covers these expenses without previous authorization, the Company will be liable for this concept for a limit of up to \$500.00 USD. **TOWING FOR MECHANICAL FAILURE IS NOT COVERED.**

Deductible.- Coverage a and b, available under section 1 are subject to a deductible which is to be borne by the Insured. The deductible percentages and amounts will be the ones stated on the face of the policy.

Section 2. With Mandatory Deductible

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 damages caused to the insured vehicle by acts of people participating in work stoppages, strikes, labor related riots, rallies, mutinies or insurrections during these acts. Damages caused in suppression acts performed by the legally recognized authorities, in the line of duty. Vandalism acts are expressly excluded.

d) Natural Disasters.- Material damages caused to the insured vehicle by cyclone, hurricane, hail, earthquake, volcanic eruption, avalanche, flooding of: rivers, lakes and inlets with the exception of salt water, land or rock slide, fall or collapse of constructions, buildings or similar structures as well as falling of trees or branches.

Deductible.- Coverages available under Section 2 are subject to a deductible which is to be borne by the insured. The deductible percentages and amounts will be the ones stated on the face of the policy.

Under sections 1 and 2 it is also covered the special equipment where upon it is equipped the insured vehicle, adding this amount to the vehicle's value, constituting therefore the insured sum. By special equipment it is understood for the effects of this contract, the one that consist of labels, announcements, radio, clock, fog lights and outer finders, mirrors, visors, and any other extraordinary accessories.

Section 3. Third Party Liability CSL

This coverage protects the liability that the insured or any other person may incur by his express consciousness or tacit by using the vehicle causing damage to third parties (other than the occupants) in their possessions and/or their

persons, or death, including moral indemnity according to the law.

The maximum limit that the Company covers is expressed on the face of the policy and operates as a unique insured amount for each event, during the enforcement of the policy.

The payment of the indemnity of the same event will reduce the insured amount but it will be reinstalled automatically for future events during the enforcement of the policy.

The insured amount of this coverage will apply (only if applicable) on the following cases:

a) The moment the insured amount is used up in any other coverage obligatory in nature that the insured has contracted.

b) When such coverage similar and obligatory in nature does not exist.

c) When this coverage similar and obligatory in nature does not apply.

It is understood for similar coverage, the one which protects the same liability risk, and for obligatory the one contracted in compliance with a legal or administrative disposition.

In the case of trucks (refrigerated and non refrigerated) this coverage will only cover the damage caused by the first trailer and only when it is being pulled by the primary truck, except if something different is expressed on the face of the policy the second trailer is not covered.

In addition and up to an amount of liability equal to the one expressed on the face of the policy, this coverage will extend to coverage to any other person that by the express or tacit consent of the insured uses the vehicle, in case of a civil trial against him caused by his liability.

Deductible

This coverage does not have applicable deductible.

All other terms and conditions remain unaffected and unchanged.

Section 4. Medical Expenses for Occupants.

The payment of medical expenses incurred for hospitalization, medical treatment, nurse care, ambulance and burial expenses resulting from bodily injury suffered by the driver or any other occupant in accidents of the insured vehicle, while riding inside the compartment, cabin or area destined for the transportation of passengers.

The medical expenses covered under this policy are as follows:

a) Hospitalization

Reasonable room and board at the hospital, physical therapy, related hospital expenses and, in general, drugs and medication prescribed by a legally recognized 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

Expenses incurred on under this concept for a maximum of 25% of the insured amount per person under this coverage. These expenses will be reimbursed by the Company when the respective expense voucher is presented.

In the event of an accident of the insured vehicle, if the number of injured occupants exceeds the maximum insured persons, the maximum limit of liability of the Company for this coverage will be reduced proportionally.

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, the death of the same or after a maximum of one year from the date of the occurrence.

Tourist Automobile Insurance Policy General Conditions

COVERAGE ONLY IN MÉXICO

Clause 1. Exclusions

This insurance policy does not cover:

a) CIVIL LIABILITY FOR DEATH OR BODILY INJURY SUSTAINED BY THE DRIVER OF THE INSURED VEHICLE OR ANY OTHER OCCUPANT THEREOF, EXCEPT FOR MEDICAL EXPENSES COVERED IN SECTIONS 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 of the owner and/or driver of the insured vehicle for running over either's relatives, family or household members and employees.

c) UNLESS EXPLICITLY CONTRACTED, LEGAL FEES, INCLUDING ATTORNEYS' FEES, AND EXPENSES FOR THE DEFENSE OF THE INSURED, ANY DRIVER OF THE INSURED VEHICLE OR THE OWNER OF THE INSURED VEHICLE RESULTING FROM CIVIL OR CRIMINAL PROCEEDINGS ORIGINATED FROM ANY LOSS, 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 or on roads not in good driving condition. (Conventional Road "shall be understood as a road adapted and/or designed to be used by vehicles authorized to transport passengers on a private basis, and on which there are reasonable signs of the normal transit of vehicles).

e) Loss or damages 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 instruction or teaching.

g) Damages sustained or caused by the insured vehicle when being used to tow trailers, boats or other vehicles, unless expressly stated on the face of the policy or if the trailer or boat are insured separately.

h) 1. 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, and this has to be certified by the competent authority provided such circumstance is a contributing cause to the accident.

2. Damages sustained or caused by the insured vehicle, WHILE BEING DRIVEN BY A PERSON UNDER THE INFLUENCE OF DRUGS, provided such circumstance is a contributing cause to the accident.

THESE EXCLUSIONS ARE APPLICABLE TO PRIVATE USE VEHICLES, IN CASE OF COMMERCIAL TRUCKS OR PICK-UP TRUCKS, PANELS, TRAILERS, TRUCK-TRAILER, BUSES AND/OR TAXIS(CABS), DAMAGES CAUSED OR SUSTAINED BY THE VEHICLES WHILE BEING DRIVEN BY A PERSON LACKING A DRIVER'S LICENSE OR BY A PERSON UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, ARE NOT COVERED.

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, as

well as 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 and tear of the insured vehicle and the components thereof, including depreciation in value as a result of the same.

n) Loss or damage to the insured vehicle as a consequence of warlike 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.

Clause 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 it, 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. This insurance policy does not cover medical expenses for occupants on injuries sustained inside the trailer or boat.

Trailers and boats are subject to a separate deductible under Sections 1 and 2 of this policy.

Boats or articles transported on a trailer are covered only while on the trailer and on land. Coverage is granted for the dates specified on the face of the policy. The Company's liability ceases in the moment when the boat (or article) is detached from the trailer. Damages suffered in the act of attaching or detaching, loading or unloading are excluded.

The limits of liability under Sections 3 and 4 on this policy shall not be increased by virtue of the inclusion under this policy of trailers or boats. These limits are merely extended.

Clause 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 to the insured, if the insured had complied with such obligation.

Clause 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 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 MEXICAN REPUBLIC**. 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 of damage 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 to 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 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 the 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. 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 construed as an acceptance of liability by the Company

Clause 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 be liability exceeding the insured amount as provided on the face of this policy, considering the dispositions in clause 10.

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 be automatically terminated and the insured shall surrender the policy to the Company.

For being a first risk insurance does not apply proportionality.

In the event the vehicle suffers damages, the repair of which requires replace-

ment of parts not readily available in the market, the obligation of the Company at the time of indemnifying the insured in cash, as stated in item d) of the **fourth clause** of the policy, 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.

Clause 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 pretence, the insured shall lose all rights to coverage under all specifications of this policy.

Clause 7. Obligation to Notify The Company of the Existence of other Insurance

The insured has the obligation to immediately notify the Company, in writing, the existence of other insurance contracted with any other Company on the insurer, 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, each Company shall pay that proportion of the loss that its limit of liability bears to the total of all applicable policy limits.

Clause 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.

Clause 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.

Clause 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.

Clause 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 ten dollars (\$10.00) U.S. currency.

Clause 12. Prior Termination of the Contract.

Notwithstanding the term of this policy as specified on its face, the parties agree that only the Company may terminate it before the expiration date in which case the Company shall refund the unearned premium, retaining a minimum net premium equivalent to 30 days of the daily premium.

Clause 13. Jurisdiction

In the event of a dispute between the Company and the insured, the complain-

ing party shall appear before the Mexican National Bonding 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 competent court in the Republic of México.

Clause 14. Statute of Limitations

All actions derived from this insurance contract will prescribe in two years from the date of the occurrence giving rise thereto pursuant to the terms of Article 81 of the Insurance Contract Law, with the exception of the cases stipulated in Article 82 of 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.

Clause 15. Recognition of Date Exclusion

In no case will the Company be responsible for losses, material damage or expenses caused directly or indirectly by malfunctions, failure, errors or deficiencies of any device, appliance, mechanism, equipment, installation or system, being such property or not of the insured or being such under his control simple possession as a consequence of the inability of its physical or logic components to correctly recognize or use any date intended to be represented from September the 9th 1999 and subsequent dates, including the ones under the year 2000 of the Gregorian Calendar.

For the effect of the present clause, it is defined as logic components, operating systems and platforms, programs, databases, code lines, applications, and all of the elements of electronic computing also called "software", and for physical components, electronic electromechanical devices such as processors, microprocessors, circuit boards, diskettes, discs, reading units, printers, players, switch boxes, control equipment, and all items known under the generic denomination of "hardware".

In addition to the clause 3 of this contract, it is excluded any reimbursement of any loss or expense generated by changes or modifications made or tried on the physical or logic components already defined of the vehicle mentioned on the face of the policy because of the arrival of the dates already referred on the first paragraph of the present clause.

Any stipulation of the policy regarding The Company's obligation to investigate, attend or defend claims will not be applicable to risks excluded under this clause.

Clause 16. The Right To Be Informed

During the policy's term, the insured can request the Company in writing, to inform him/her the percentage of the commission paid to the broker or business entity, due to their intervention in the execution of the insurance contract. The Company will provide such information in writing or by electronic means, in no more than ten working days after the reception of such request.

Clause 17. 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

Art. 25. -Should the content of the policy or its modifications not meet the offer the insured may request the corresponding correction within the following thirty days from the receipt of the policy. Once this period concludes, the stipulations of the policy or its modifications will be considered as accepted.

Art. 91. -The value of the insured property at the moment of the loss will be considered to determine the indemnity of the insurance.

Art. 91.- The value of the insured property at the moment of the loss will be considered to determine the indemnization of the insurance.

Art. 92.- Unless it is previously agreed on the contract the insurance company

will pay in a proportional way the damages caused when the insured amount is inferior to the insured property.

Art. 93.- The participants may determine on the contract an estimated value of the insured property (object) for the damage covering.

Art. 100.- When insurance is contracted for the same risks and interests with several companies the insured is obligated to inform each of the insurance companies of the existence of the other insurances. This shall be notified on written, indicating the names of the insurance companies as well as the insured amounts.

Art. 101.- All the insurance companies involved will be released of their obligations when the insured intentionally omits the notification specified on Art. 100 or if he (she) contracts diverse insurance with unlawful purposes.

Art. 102.- The contracts referred to on Art. 100, when taken in good faith on the same or different date, for a total amount superior to that of the insured property, will be valid. Each of the insurance companies involved will be liable for an amount in proportion of the loss with out going beyond its insured amount.

Art. 103.- The Company that pays, in the case of the previous article may repeat against the rest in the proportion of the amounts respectively insured.

MORATORY INTEREST. -In the event the Company, having received all the documents and information that support the basis of the claim presented, does not comply with the obligation to pay the indemnity, capital or interests in the terms of Article 71 of the Insurance Contract Law, instead of the applicable legal interest, the Company is obliged to pay the insured, beneficiary or offended third party, a moratory annual interest equivalent to the highest rating interest rate from the instruments or stocks that Nacional Financiera, S.N.C., has in the foreign currency of which the contract is object, and if a rate in such currency does not exist, it will be in U.S. Dollars. Such interest will be calculated from the day after the thirty-day period stipulated as limit date in the aforesaid Article.

Tourist Automobile Insurance Policy Legal and Vehicle Assistance Coverage

By means of this document, the Company, set under an obligation to provide, to the purchaser (hereafter called Client) of this coverage, the services that will be defined hereafter and which had been agreed upon by both parties, as well as the maximum amounts stated in this document.

1. LEGAL ASSISTANCE

1.1 LEGAL DEFENSE: Through this service, the Company will provide the Client, by previous request, with the professional assistance of lawyers appointed by the Company, to defend and represent him/her in the presence of the relevant authorities as a consequence of a road accident while traveling in the authorized vehicle, from the moment he/she is detained or subject to the authorities or public prosecutor, to the conclusion of the legal process. The Company is responsible to cover the expenses derived from the legal process to defend the Client. This service is available 24 hours a day , 365 days a year.

In the event that due to distance and/or that the local attorney is unavailable, the user will have the authority, with previous notification to the Company, to hire the services of an independent attorney for his/her defense up to a limit equivalent to sixty (60) days of the General Minimum Wage in force in the Federal District.

Other Company responsibilities derived from this service are:

1. To get the Client released according to law.
2. To carry on the formalities needed to release the authorized vehicle.
3. To guarantee by means of a bond, the reparations of the claimed damages as well as other pecuniary penalties derived from the offense.

All these legal procedures and formalities will be held in the presence of a judge and/or a public prosecutor.

The responsibility of the Company will begin when the Client provides the Company with the complete documentation that the authority requires to initiate, to continue or to end any legal procedure including Client freedom or authorized vehicle release.

1.2 BAIL BOND OR GUARANTEE DEPOSIT. The Company will cover the amount of the bail bond or guarantee, up to the limit of liability (Combined Single Limit) contracted by the Client, to obtain the benefits specified in points 1), 2) and 3) of sections 1.1, with automatic reinstatement in the authorized vehicle insurance policy.

To grant these coverage it is necessary that the Client accepts as his/her lawyer the one designated by the Company.

If, at the moment of the road accident, the authorized vehicle insurance policy contracted by the Client, does not include or does not apply due to some exclusion, coverage for Civil Liability for Damages to Third Parties and /or to the freight, and /or to the vehicle occupants, the Client is then responsible to warrant payment for the reparations of the claimed damages as well as any pecuniary penalties derived from the offense.

In case the Client incurs some cause of exclusion agreed in this document or in his/her insurance policy, that motivates that the insuring company rejects the road accident when the Company has granted any type of guarantee (bail or deposit), the Client commits itself to pay it or to replace it immediately.

2. MEDICAL ASSISTANCE

2.1 In this document, it is regarded as Client the purchaser of this coverage who travels as a tourist to the United States of Mexico.

In the event that the Client contracts an illness or suffers an accident, the Client should ask the Company for the following services and if the Company medical team in touch with the doctor assisting the Client, determine if he/she requires hospitalization; if it is thus, the Company will be responsible for organizing and covering the expenses of the following services:

A. LAND MEDICAL TRANSPORTATION. Terrestrial transportation in an ambulance to a hospital, under medical care. The Company will choose the nearest hospital that best suits the event.

B. AIR MEDICAL TRANSPORTATIONS. Air transportation in an air ambulance when the Company medical team along with the doctor assisting the Client determines the event requires it. The Company will choose the hospital that best suits the event.

C. INTERNATIONAL AIR MEDICAL TRANSPORTATION. International Air transportation in an air ambulance when the Company medical team along with the doctor assisting the Client determines that the illness or the injures cannot be treated in a Mexican hospital. This service is restricted to hospitals in San Diego, CA and Houston, TX. Acts as an exclusion the fact that the Client had traveled against medical advise from his/her doctor or had suffered symptoms of the illness for which he is requesting this service, within a period of six months prior to the request.

2.2 MEDICAL REFERENCES. The Company will provide the following information to the Client, available 24 hours a day, 365 days a year in the Mexican Republic.

- Doctors – names, specialties, telephone numbers and addresses.
- Hospitals, clinics, drugstores and test laboratories – names, telephone numbers and addresses.
- Recommendation and advice about these references.

2.3 MEDICAL ASSISTANCE COORDINATION. If the Client requires medical assistance the Company medical team will not be responsible for the diagnosis, but on the Client request the Company will help the Client get a diagnosis by:

- a) Sending a doctor to his hotel
- b) Arranging an appointment with a doctor at his/her office.
- c) Arranging an appointment with a doctor at a hospital

The Client will be responsible for the expenses derived from these medical services.

The Company will provide this assistance in the main cities of the Mexican Republic. In small locations, with no medical services, will coordinate an ap-

pointment with a doctor in the nearest city that offers medical service.

The Company will take no responsibility for any situation derived from the medical assistance provided by the doctors or the medical institutions.

2.4 INCIDENTAL EXPENSES DERIVED FROM CONVALESCENCE:

I. COMPANY OF A RELATIVE IN CASE OF ILLNESS: In the event that the Client contracts an illness or suffers an accident while traveling alone or with minors, the Company will arrange and pay for a round trip by the most suitable means of transport so that a close relative can travel from his/her residence to where the Client is and take care of him/her. The Company will cover the expenses for the relative accommodations up to \$60 USD a day, limited to five consecutive days.

II. PAYMENT FOR THE COMPANIONS TO CONTINUE THE TRIP OR TO GO BACK TO THEIR PERMANENT RESIDENCE: In the event that the Client contracts an illness or suffers an accident while traveling accompanied, and needs to be hospitalized, the Company will arrange and pay for his/her traveling companions to go back to the Client's place of permanent residence or to the next location to where their trip was heading, on the condition that the originally planned transportation means are not longer available. If it is the case that the Client traveling companions are all minors, the Company will arrange for an adult to travel with them. Traveling companions limited to 4 people.

III. STAY BY MEDICAL PRESCRIPTION: In the event that the Client contracts an illness or suffers an accident while traveling alone or with minors, and the Company medical team along with the doctor attending him/her determines he/she is not able to continue the trip after leaving the hospital, the Company will arrange and pay for the necessary expenses to extend the Client's stay in a hotel chosen by him/her. This coverage is limited to \$60 USD a day, for no more than 10 consecutive days.

IV. TRANSPORTATION TO HIS/HER PERMANENT RESIDENCE: If, after being treated for an illness or accident, the Company medical team along with the doctor attending the Client determines him/her is not able to go back to his/her place of permanent residence using the originally planned transportation means, the Company will cover the necessary expenses and make all the arrangements needed to send him/her back to his residence location on a commercial flight.

2.5 CLIENT DECEASE. In the regrettable case the Client dies as a result of an illness or an accident, the Company will carry on all the required legal formalities and will be responsible to:

- a) Arrange and pay for a round trip by the most suitable means of transport so that a close relative can travel from his/her residence to the decease location. This service is valid only if the Client was traveling alone or with minors.
- b) Arrange and pay for the transfer of the corpse or ashes to the burial ground on the Client's place of permanent residence.
- c) Arrange and pay in response to the Client relatives or representatives request, for the burial on the location where the decease took place.

The Company will cover these expenses to a limit amount of 600 days the current minimum wage for Mexico City, per event.

2.6 ODONTOLOGICAL EMERGENCY. In the case that during the trip the Client has acute dental symptoms requiring emergency treatment, the Company will make the necessary arrangements to get the Client medical attention from the Company dentist network, choosing the closest dentist office to the Client location. The Client will pay for the dentist fee.

2.7 GLASSES OR CONTACT LENSES REPLACEMENT. If the Client breaks or loses his/her glasses or contact lenses, the Company will make the necessary arrangements to get the Client an appointment with an optometrist to adjust a new prescription and replace them. The Client will cover the expenses of the new glasses or contact lenses as well as the optometrist fee.

2.8 LEGAL ASSISTANCE IN CASE OF ASSAULT. The Company will provide the Client legal assistance in the United States of Mexico, 24 hours a day, 365 days a year, in the event that the Client is robbed with physical or psychological violence, when the intention was robbery or any other crime.

The Company is responsible to pay without restrictions, for the fees and expenses derived from the legal procedures.

3. TOURIST ASSISTANCE

3.1 VEHICLE CALL CENTER. Through its Call Center, The Company will provide the Client with the following information: location and charge of toll-booths on the main highways of Mexico, gas stations, highways in the Mexican Republic and the best or shortest routes between two cities. Telephone numbers and addresses of vehicle pounds and Police Stations within the Mexican Republic.

3.2 EMBASSIES AND CONSULATES. To the Client's request, the Company will assist him/her to get in touch with the Embassy or Consulate of his native country.

3.3 TOURIST CALL CENTER. Through its Call Center, the Company will provide the Client with the following tourist information:

- Formalities, visas, documents
- Exchange rates
- Weather
- Local customs
- Main holidays
- Sports facilities and local sports competitions
- Ticket-selling agencies
- Children attractions
- Shopping centers
- Shows and exhibitions
- Museums and art galleries
- Festivals and special events
- Music
- Hotels and restaurants
- Nightlife
- Useful tips

3.4 TICKETS FOR LOCAL SHOWS. To the Client's request, the Company will make the arrangements for the acquisition of tickets for local shows, provided if they are available where the Client is located. The Client will pay for the tickets.

The Company will also assist the Client in planning vacation trips within Mexico.

3.5 US STATE TRAVEL ADVISORY DEPARTMENT. To the Client's request the Company will provide the Client with relevant information from the US State Travel Advisory Department about traveling alerts, public announcements, consular information.

3.6 DOCUMENT LOSS. In the event the Client loses essential documents needed to continue his/her trip like passport, visa, plane tickets, and alike, the Company will provide the Client with the information relevant to the procedures and formalities in the local authorities or consulates to report the loss and get a replacement.

3.7 LUGGAGE LOSS. In the event that the Client loses his/her luggage or it is stolen, the Company through its Call Center will assist the Client in reporting the loss/theft of the luggage to the authorities and will help to carry on the procedures to get it back and send it to where the Client is located or to his/her place of permanent residence.

3.8 TRANSFER OF FUNDS. In the case the Client contracts an illness or is injured in an accident, the Company will transfer funds up to a maximum amount of \$2,000.00 USD after a deposit is done in the Company's offices or authorized branches. This deposit will have to be made by the person(s) who the Beneficiary designates.

3.9 TRAVEL AGENCIES. To the Client's request, the Company will coordinate the reservations to secure accommodations on flights and/or hotels within the Mexican Republic. The Client will pay travel expenses.

3.10 URGENT COMMUNICATION SERVICES. In the case of an emergency, the Company will keep the relatives, family, doctor or business office, informed about the Client's condition. The Company will pay the cost of such communications.

In no case the Company will be liable for the contents or truthfulness of the transmitted information.

4. ROAD SERVICES

4.1 TOWING SERVICE. In the case of a breakdown, if the authorized vehicle is immobilized and cannot continue moving on its own, or cannot be repaired at the place of the breakdown, and upon request of the Client, the Company will be in charge of coordinating and paying for a towing service up to a maximum amount of \$300.00 USD per trip and vehicle, to the closest place for repair.

In every case of authorized vehicle towing, it is necessary that either the Client or someone representing him/her go with the tow-truck during the transportation.

4.2 ROAD ASSISTANCE.

- a) If the authorized vehicle runs out of gas, the Company will provide enough gasoline to reach the nearest gas station. The Company will pay for the gasoline up to a limit amount of 10 liters.
- b) If the authorized vehicle battery dies, the Company will be responsible of getting the battery recharged, so the Client can continue to the nearest garage for its repair.
- c) If the authorized vehicle tire goes flat, the Company will be responsible of replacing the tire, or taking it to the nearest place for its repair. If the tire cannot be repaired, the cost of a new one will be paid by the Client.
- d) In the case the Client loses the car keys, or leaves the keys inside the vehicle, the Company will be responsible for sending to the place where the Client is located, a locksmith as well as for paying for the locksmith transportation and fee.

These services are limited to a maximum of 3 events. In all cases, the Client has to be present during the service provision.

4.3 AUTHORIZES DEALERS REFERENCES. To the Client's request, the Company will provide updated information of authorized service stations and auto spares stores, the closest to where the Client is located.

4.4 SENDING SPARE PARTS. Only in the event that the authorized vehicle breaks down, the Company will be responsible for sending the spare parts that are available in the Mexican stores when these spare parts are necessary for the vehicle repair and not available in the location where the event took place. The Client will pay for the spare parts.

4.5 TRANSPORTATION OF THE DRIVER AND HIS/HER TRAVELING COMPANIONS DUE TO THE AUTHORIZED VEHICLE BREAKDOWN. In the case the authorized vehicle breaks down within the Mexican Republic and has to be taken to a nearby garage for repair, the Company will organize and be responsible for ground transportation of the Client and his/her traveling companions (a maximum of 4 people besides the Client) to the place where the authorized vehicle will be repaired.

4.6 DRIVER SERVICE. In the event that the Client contracts an illness or suffers an accident that prevents him/her from driving the authorized vehicle, and any of his traveling companions is able to do so, the Company will send and pay for a driver to take the vehicle back to the Client's place of permanent residence or to the next location to where the trip was heading.

4.7 TRANSPORTATION IN CASE OF VEHICLE BREAKDOWN OR VEHICLE THEFT. In the case that the authorized vehicle breaks down and cannot be repaired and used within the next 24 hours after the breakdown, or in the case the authorized vehicle is stolen, reported to the relevant authorities, and is not recovered within the next 48 hours, the Company will pay for an economic class rental car for a maximum of 2 days or for the transportation of the Client and his/her traveling companions either to the next location to where the trip was heading or to the Client's place of permanent residence, whatever option suits the Client best. This service is limited to the number of occupants allowed by the vehicle driving permit card.

4.8 HOTEL ACCOMMODATIONS IN CASE OF VEHICLE BREAKDOWN OR VEHICLE THEFT. In the event that the authorized vehicle breaks down and cannot be repaired and used within the next 24 hours after the breakdown, or in case the authorized vehicle is stolen, reported to the relevant authorities, and not recovered within the next 48 hours, the Company will pay up to a maximum amount of \$300.00 USD per event for a maximum of two nights.

In no case the Company will be responsible for services rendered by independent third parties not hired by the Company.

5. SITUATIONS NOT COVERED BY THIS DOCUMENT

No services will be rendered by the Company in the following situations:

- 5.1 When the event, accident or injury, results from a deliberate act committed by the Client.
- 5.2 When the Client lacks a vehicle insurance policy.
- 5.3 All cases not covered by the vehicle insurance policy contracted by the Client.
- 5.4 When the person complaining or claiming the service cannot identify him/herself as the Client and/or as the owner of the authorized vehicle.
- 5.5 When the Client fails to meet any of the obligations, requirements or responsibilities mentioned in this Document.

6. GENERAL EXCLUSIONS OF THE ROAD SERVICES

No services will be rendered by the Company in the following situations:

- 6.1 When the authorized vehicle has been illegally introduced to Mexico.
- 6.2 When the event, accident or injury, results from a deliberate act committed by the Client.
- 6.3 In all cases and exclusions expressed in the vehicle insurance policy contracted by the Client.
- 6.4 When the person complaining or claiming the service cannot identify him/herself as the Client and/or as the owner of the authorized vehicle.
- 6.5 When the Client and/or the owner of the authorized vehicle is not present at the place where the event occurred.
- 6.6 When any event, accident or illness is a result of the Client disobeying or going against the medical instructions of his/her family/attending doctor.
- 6.7 The Company will not reimburse the Client any expenses that were not previously authorized by the Company.
- 6.8 Vehicles 15 or more years older at the time of the event date are excluded.
- 6.9 The Company will not be responsible for any damages caused by the electrical system or as a result of the breakdown of the authorized vehicle.
- 6.10 When the Client fails to give on time truthful and substantial or key information relevant to the situation preventing the Company from properly rendering the service.
- 6.11 Services will not be rendered when they are linked to the following situations:
 - Strikes, war, invasion, acts of foreign enemies, hostilities, rebellion, civil war, insurrection, terrorism, revolts, demonstrations, popular movements, radioactivity, or any other natural disasters or circumstances beyond our control.
 - Self-inflicted injuries, suicide attempts, suicide. Participation of the Client and/or the authorized vehicle in criminal acts.
 - Psychiatric, psychological or mental derangement illnesses.
 - Pathological effects resulting from consumption, in any form, of toxic substances, drugs or pharmaceutical products, whether legal taken in excess (except for medical prescription), or illegal.
 - Vehicles with any kind of modifications different from the original conditions set by the manufacturer, when they have a direct influence in the accident or breakdown.
 - The authorized vehicle is not to be towed when loaded or occupied by injured people, nor will it be pulled out if stuck in potholes or ravines; neither will any kind of maneuver be made.
 - Medical transportation service will not be provided for pregnant women during the last 90 days prior to the date of the childbirth.
 - Accidents of all kinds, injuries or illnesses resulting from professional sports activities or official competitions.
 - When the Client left or ran away from the scene of the accident.
 - Direct violations to driving permits or licenses.

7. TERRITORIAL LIMIT

The Company offers the services mentioned in this document, 24 hours a day, 365 days a year, and will be provided in case of a road accident or other events mentioned in this document, only within the Mexican Republic.

8. SERVICE PROCEDURES AND CLIENT'S OBLIGATIONS.

When the Client requests any of the services offered in this document, he/she should proceed as follows:

- 8.1 Take all the necessary steps or measures to prevent accidents, damages,

or dangerous situations or to reduce further damages. Call the Company to request instructions and proceed as indicated.

- 8.2 The Client should inform the Company about any event requiring the services offered in this document as soon as possible, not exceeding a period of 24 hours after the event occurred, except when the Client is prevented from doing so by reasons beyond his/her control.
- 8.3 Provide the necessary information for locating any third person involved and cooperate in the subsequent process, presenting him/herself to the relevant authorities, providing if necessary, powers of attorney to the Company.
- 8.4 Abstain from negotiating agreements or expenses without previously consulting the Company.
- 8.5 Promptly notify the Company lawyers and relevant authorities of any change in residence or domicile, or any legal notification.
- 8.6 Present him/herself to the relevant authorities as many times as required or summoned.
- 8.7 In the event that the Client does not comply with any of the obligations established to the relevant authorities and due to this behavior the bond or guarantee deposit is lost in the favor of the relevant authorities, the Client will be obliged to reimburse such amounts to the Company plus an additional charge (back interest) of 1.15 times the Average Percentage Cost in force at the time when the debt is cleared.

9. GLOSSARY

For effects of this document, and for a better understanding of the services offered in it by the Company, the following definitions are established:

ACCIDENT – any event that causes physical harm to the Client or damage to an authorized vehicle, solely or directly brought about by a violent unexpected and evident external cause, occurring during the term of this document.

LAWYER – a person appointed by the Company, who practices law with the necessary experience to provide the services offered in this document, for the legal defense of the Client.

AUTHORIZED VEHICLE – the automotive unit protected by the services and coverage rendered by the Company and expressed in this document.

BREAKDOWN – a mechanical failure, all types of damage, breakage or deterioration that hinders the independent movement of the authorized vehicle occurring during the term of this document and that is not the result of a road accident.

MANEUVERS – movements executed by the towing companies on the authorized vehicle as a result of a road accident or breakdown.

MEXICO OR MEXICAN REPUBLIC - refer to the United States of Mexico

OCCUPANTS - all occupants of the authorized vehicle as long as they are inside the vehicle at the time of the accident or injury. The number of traveling companions may not exceed 4 people.

RELEVANT AUTHORITIES – authorities that are recognized under the Mexican law to determine any legal matter in particular.

REPRESENTATION – steps taken by the company in the presence of the relevant authorities, in the name and favor of the client, for the continuance of a matter. This must not be interpreted as a substitution of the user in his/her rights and obligations.

RESIDENCE OR DOMICILE – the place of permanent residence indicated by the Client to the Company as such.

ROAD ACCIDENT – event produced by the normal transit of vehicles, from which situations of legal nature derive and where there is blame, and affect one or several coverages and services of this document.

SERVICES – each and all the assistance benefits, legal support, coordination, representation, mediation, expressed in this document, all of which are the object of it.

THE CLIENT – In this document, it is regarded as Client the purchaser of the coverage who travels as a tourist to the United States of Mexico and acquires for him/herself or others the services offered by the Company by means of this document, and to whom the rights and obligations derived from this document correspond. The client may be the owner or the driver of the authorized vehicle.

10. LANGUAGE

The English text is a courtesy translation. The Spanish text contains the official conditions of the document. In the event of any conflict, the Spanish text shall prevail.

11. JURISDICTION

In case of controversy in the application or interpretation of the present document, the parties will renounce to any power or jurisdiction, only accepting the competence of the courts in the Federal District, Mexico. **MAY 2006**