



ace seguros

FOR ASSISTANCE OR TO REPORT A CLAIM, DIAL:

01-800-ACE-TOUR

TOLL-FREE NUMBER WORKS ONLY IN MEXICO

01-55-5480-0919 (Direct)

To Obtain Status of Your Claim From the US Or Canada, Dial: 1-866-223-8023

ALL CLAIMS MUST BE REPORTED

PRIOR TO LEAVING MEXICO.

**IF YOU DO NOT REPORT A CLAIM BEFORE YOU LEAVE MEXICO,
YOUR CLAIM WILL NOT BE COVERED.**

YOU MUST OBTAIN AND KEEP A COPY OF THE ADJUSTERS REPORT.

**ACE Tourist Auto
General Conditions**



SECTION ONE
COVERAGE PROVISIONS

CLAUSE 1º. INSURED RISKS

By means of this clause, the insurer is obligated to indemnify the insured for damages suffered or caused in the Mexican Republic exclusively, the insured vehicle(s) described in the Declarations Page or Specification of Risks of the policy in conformance to the general and particular provisions of the policy and during the time the policy is in effect, in favor of the insured for the risks contracted and appear as covered in the Declarations Page or Specification of Risks page of the policy.

This policy is not valid in any other jurisdiction other than the Republic of México and only governing laws and procedures of Mexico apply. The only valid claims are those that occur during the insured's stay in the Republic of Mexico.

IMPORTANT:

- THIS POLICY IS NOT AN "ALL RISKS" BUT A "NAMED RISK" POLICY AND IT ONLY COVERS THE SPECIFIC RISKS AND COVERAGES NAMED IN THE POLICY AND THAT APPEAR IN THE DECLARATIONS PAGE/ SPECIFICATION OF RISKS PAGE OF THE POLICY.
- FOR COVERAGE TO BE IN EFFECT, ALL LOSSES MUST BE REPORTED BEFORE LEAVING THE REPUBLIC OF MEXICO. IF SUCH NOTIFICATION IS NOT GIVEN, THE INSURER MAY BE FREE OF ITS OBLIGATIONS UNDER THIS CONTRACT AND WILL NOT INDEMNIFY THE INSURED.

SECTION 1.1 COLLISION

Coverage for this section is granted if this section is shown on the Declarations page of the policy as covered and only up to the insured sums established within and such insured sums will function as the total maximum liability for the following risks.

A) COLLISION, OVERTURN, AND GLASS BREAKAGE

Material damages to the insured vehicle as a result of collision, overturn, and/or glass breakage are covered.

B) FIRE, LIGHTNING AND/OR EXPLOSION

Material damages to the insured vehicle as a result of fire, electrical storms and/or explosion.

C) 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 and rock slides, the fall or collapse of constructions, buildings, structures or other similar objects, and falling trees or branches.

D) STRIKES & RIOTS

Material damage to the insured vehicle caused by the direct actions of persons taking part in work stoppages, strikes, labor disturbances, meetings, riots or popular uprisings or persons with bad intentions, while committing such acts or acts taken by any government agency with the authority to quell such acts.

E) TRANSPORTATION

Physical damage to the insured vehicle caused by: volcanic eruption, flood, fire, explosion, collision, overturn, from derailment or overturn while being transported on land, air, or water, the falling of the vehicle into the sea during loading or unloading of the ship, or the General Average of the insured's property for which the Insured might be liable.

F) TOWING EXPENSES

For occurrences covered under the terms of this policy, the Company will pay up to the sub-limit established in the Specification of Risks Page of the policy, and necessary towing costs to transport the insured vehicle within the limits of the Mexican Republic to a place designated by the Company for repairs, as well as labor costs incurred to prepare the insured vehicle to be transported.

IMPORTANT: All the costs of repair to the insured vehicle will be calculated based on the labor rate in México unless specified differently in the Specification of Risks page of the policy in case the insured wants to repair the vehicle in the US or Canada.

SECTION 1.1 - DEDUCTIBLES FOR COLLISION

The insured is responsible for the appropriate deductible for each loss. The amount of the deductible will be calculated by applying the appropriate percent of the stated value of the vehicle and considering the minimum deductibles established in the Specification of Risk page of the policy.

The insurer will only pay for the damages that exceed the stipulated deductible in the Specification of Risks page of the policy, and the deductible will remain the responsibility of the insured. This deductible will apply for each accident and for each insured vehicle.

SECTION 1.2 TOTAL THEFT

Coverage for this section is granted if this section is shown on the Declarations page of the policy as covered the total theft of the insured vehicle as well as damages to parts or components of the insured vehicle as a direct and immediate consequence of the total theft in case the insurer recovers the vehicle and the insured maintains possession.

SECTION 1.2 - DEDUCTIBLES FOR TOTAL THEFT

The insured is responsible for the appropriate deductible for each loss. The amount of the deductible will be calculated by applying the appropriate percent of the stated value of the vehicle and considering the minimum deductibles established in the Specification of Risk page of the policy.

This deductible will apply for each of the vehicles insured under this policy and the insurer will only pay the damages that exceed the deductible(s).

SECTION 1.3 MEDICAL PAYMENTS

When shown as covered on the Declarations Page of the policy, this coverage is extended to cover payment of medical expenses for the reasons listed below, arising out of injuries suffered by the Insured or any person occupying the vehicle, in traffic accidents or at the time of the theft or attempted theft of the vehicle, occurring while said persons are inside the passenger compartment or enclosed cab of the insured vehicle designed for the transportation of persons.

In the event of a loss which affects this coverage, the limit per person is determined in the Declarations/Specification of Risks page of this policy.

At the moment of loss, the per person limit multiplied by the number of occupants is higher than the total insured sum indicated in the Declarations/ Specification of Risks Page, the maximum limit of liability is the total sum insured and will distribute such amount in proportion to the number of occupants. In such a case, if there exists a portion remaining of the total sum, and there are additional expenses incurred by the occupants, or such as case where the burial expenses were exhausted, the remaining sum insured would be redistributed once again in proportion, to cover the other expenses but without exceeding the per person limit contracted in this policy.

The obligation of the Company shall automatically cease when the effects of the injury have disappeared, either through recovery of the patient or the death of same.

Grounds for medical payments for injuries to occupants of the insured vehicle covered by this policy are as follows:

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

The services of licensed medical doctors those are indispensable excluding Chiropractors.

C) NURSING CARE

The cost of services for nurses with a nursing degree or a license to practice.

D) AMBULANCE SERVICE

Reasonable expenses incurred for the use of an indispensable ambulance service.

E) FUNERAL EXPENSES

Funeral expenses are included in this section subject to the sub-limit established in the Specification of Risks Page of the policy and within the per person limit of liability established in accordance to the second paragraph of this section. Said expenses shall be paid upon submission of proof of such expenses.

F) LOSS OF LIMBS TO OCCUPANTS

If during the term of this insurance policy and as a direct result of an automobile accident suffered by the insureds and/or driver, within 90 calendar days subsequent to same, the injury were to produce any of the losses listed below, the Company shall pay the following percentages of the insured sums established for this section.

INDEMNIFICATION TABLE

Table with 2 columns: FOR LOSS OF: and % of Insured Sum. Rows include - Life (100%) and - Both hands or both feet (100%).

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- One hand and one foot	100%
- One hand or one foot and sight of one eye	100%
- One hand or one foot	50%
- Sight of one eye	30%
- The thumb of either hand	15%
- Index finger of either hand	10%

For the losses mentioned above, it is understood that:

- The loss of an arm is understood to mean the mutilation, ankylosis, or the loss of motor function of same from the Metacarpus or higher (from the wrist or higher).
- The loss of a leg is understood to mean the complete mutilation, amputation or the loss of the motor function of the same from the tibia-tarsus or above.
- The loss of a finger is understood to mean the mutilation, ankylosis, or total loss of motor function of the same from the metacarpal joint or metatarsus phalanx whichever the case, or above such point.
- The loss of an eye is understood to mean the complete or irreparable loss of function or sight in that eye.

SECTION 1.3 – MAXIMUM LIMIT OF LIABILITY – MEDICAL PAYMENTS

The Company's maximum limit of liability under this coverage is the insured sum per event that is stipulated in the Declarations page of the policy and applies as the sole and combined limit for the several risks covered herein.

SECTION 1.4 - CIVIL LIABILITY FOR DAMAGE TO PROPERTY OF THIRD PARTIES

When shown as covered on the Declarations Page of the policy, this sections covers:

A) PROPERTY

Civil liability arising of the insured or any person operating the insured vehicle, for material damages to any property not owned by the Insured, the driver, their relatives or member of their households nor under his custody, or his employees or relatives, or property placed inside the vehicle. For purposes of this Section, property, which is in or on the insured vehicle, shall be considered property owned by the Insured.

B) PERSONS

Civil Liability for damages caused by the Insured or any person operating the insured vehicle, for bodily injuries to or death of third parties excluding the occupants of the vehicle.

Without exceeding the limits of the insured amount specified on the Declarations sheet of this policy for this Section, the company shall pay the Insured's Civil Liability for the following:

- Medical expenses incurred for first aid.
- Medical treatment and/or burial expenses, for third parties who are injured by the insured vehicle.
- 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.
- The expenses and costs for damages to third parties for which the insured is held legally responsible by a suit brought against the insured in accordance to Mexican laws.

THE FOLLOWING ARE STRICTLY EXCLUDED:

- **LIABILITY ARISING OUT OF CIVIL, PUNITIVE DAMAGES OR CRIMINAL LIABILITY.**

**SECTION 1.4 – MAXIMUM LIMIT OF LIABILITY
CIVIL LIABILITY FOR DAMAGE TO PROPERTY OF THIRD PARTIES**

The maximum limit of responsibility of the company under this coverage is established in the declarations page of this policy / specification of risks page and operates as the total sum payable under the various coverages within this section.

SECTION 1.5 SPECIAL EQUIPMENT

When shown as covered on the Declarations Page of the policy, this section covers:

- Material damages suffered by the special equipment installed in the vehicle as a consequence of risks defined as damages under Section 1.1 - Collision.
- Theft, damage or the loss of such equipment, as a consequence of Total Theft of the vehicle, material damages or loss of equipment covered under Section 1.2- "Total Theft".

Special Equipment is defined as any part, accessory, or signs installed in the insured vehicle, by the owner or a third party including the dealer, in addition to the parts or accessories included by the manufacturer of the vehicle for each make and model in the marketplace.

In no case will the indemnification exceed the real value of the property at the date of loss nor the insured sum stipulated for this section.

DAMAGES OR LOSS TO SOUND OR VIDEO EQUIPMENT OR VIDEO GAME CONSOLES FOUND INSIDE THE VEHICLE AND DAMAGES CAUSED WHILE BEING STOLEN OR THE INTENT OF SUCH REMAIN STRICTLY EXCLUDED FOR THE COVERAGES LISTED IN THIS SECTION.

SECTION 1.5 – DEDUCTIBLE FOR SPECIAL EQUIPMENT

The deductibles described in the Sections 1.1 and 1.2 regarding Collision and Total Theft respectively apply to this section.

SECTION 1.6 PLATINUM ENDORSEMENT

When shown as covered in the Declarations Page of the Policy, the following section will modify and/or extend coverage to the following sections for the risks described below.

Section 1.1 Collision

This section is expanded to include:

1. Vandalism

Vandalism, meaning willful and malicious damage to or destruction of the Insured Vehicle. The deductibles established in Section 1.1 Collision apply to this coverage.

2. Increased Cost of Repair

The labor rate per hour will be increased for damages to the insured vehicle only and when the insured opts to repair the vehicle in the United States of America or Canada.

The maximum labor rate per hour that is covered for the various vehicle types will be specified on the Specification of Risks Page of the policy and is shown in US Dollars.

If the cost of repair to the vehicle exceeds 60% of the value of the insured vehicle, the vehicle will be considered a total loss in accordance with Clause 10a – Valuation & Indemnification of Losses described subsequently in this document.

The specific deductible that applies for this section will be shown on the Specification of Risks Page/ Declarations Page of the policy.

Section 1.2 Total Theft

This section is expanded to include:

1. Partial Theft

This endorsement will oblige the insurer to indemnify the theft of parts and accessories, only that are permanently attached to the Insured vehicle, excluding sound reproduction, video, and recording equipment such as but not limited to AM/FM radios, Cassette and CD players/recorders, televisions, video game consoles, and CB, UHF, and VHF radio unless such equipment was installed as original equipment by the manufacturer of the insured vehicle.

The specific deductible that applies for this section will be shown on the Specification of Risks Page of the policy.

By means of this endorsement, Exclusion "J" is eliminated from Clause 2 – General Exclusions

Section 1.3 Medical Payments

This section is expanded to include:

1. Increased Medical Payments Coverage

This endorsement will increase the sum insured for each event for Medical Payments to occupants of the insured vehicle and will increase according to the amount shown on the Specifications of Risks page of the policy.

2. Increased Medical Payments for accidents with at-fault Uninsured Motorist

In the event that the insured is not at fault in an accident that results in injuries to the occupants of your vehicle and the driver of the at-fault vehicle is Uninsured, the sum insured for Medical Payments to Occupants will increase according to the amount stipulated in the Specification of Risks Page of the Policy.

Section 1.4 - Civil Liability For Damage To Property Of Third Parties

This section is expanded to include:

1. Increased Civil Liability for Property Damage and for Bodily Injury to Third Parties

By means of this endorsement, the sum insured for this coverage is increased in accordance to the amount stipulated in the Specification of Risks page of the policy.

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SECTION 1.7 BOATS & TRAILERS

When shown as covered on the Declarations Page of the policy, this sections covers:

A) PERSONAL TRAILERS

"Personal Trailers" shall be construed to mean a boat trailer, camping trailer, utility trailer, house trailer excluding household articles and personal belongings contained therein;

Personal Trailers will be covered for the risks contained in the following sections:

- Section 1.1 Collision (even if the vehicle is unhitched from the power unit)
- Section 1.2 Total Theft (even if the vehicle is unhitched from the power unit)
- Section 1.4 Civil Liability For Damage To Property Of Third Parties (Only when the trailer is hitched to the insured vehicle)

IN NO CASE IS COVERAGE AFFORDED TO ANY VEHICLE PULLING MORE THAN ONE TRAILER.

B) BOATS

Boat shall be construed to mean the vessel specified on the Declarations Page of the policy and the platform or trailer on which it is transported, as a single unit.

A boat shall only be covered while on the platform or personal trailer on which it is mounted and attached to the motor vehicle. Boats are covered for the risks outlined in this policy. The Company's responsibility ceases the moment the boat and its trailer are separated from the towing vehicle.

The limit of liability under Section 1.4 (Civil Liability For Damage To Property Of Third Parties) does not apply if the boat is unhitched from the power unit. Collision and Total Theft is covered even if the boat is unhitched from the insured vehicle.

The limit of liability for third parties shall not be increased by virtue of the inclusion of boats and/or trailers but only an extension of coverage is afforded.

THIS INSURANCE WILL NOT COVER DAMAGES SUFFERED OR CAUSED BY THE BOAT DURING THE LOADING OR UNLOADING FROM ITS TRAILER OR PLATFORM AND/OR WHILE IT IS IN THE WATER.

DEDUCTIBLES FOR PERSONAL BOATS & TRAILERS

The same deductibles and criteria in Section 1.1 and 1.2 for Collision and Total Theft apply to this section.

C) COMMERCIAL TRAILERS

This policy does not cover commercial/business use trailers unless specifically described in the declarations page of this policy and the appropriate premium has been paid. The only coverages that apply to Commercial Trailers are Section 1.1 and 1.2 of this policy

DEDUCTIBLE – COMMERCIAL TRAILERS

The same deductibles and criteria in Section 1.1 and 1.2 for Collision and Total Theft apply to this section.

SECTION 1.8 MOTORCYCLES

When shows as covered on the Declarations page of the policy and specifically described, is covered.

Motorcycles are covered only when specifically described on the Declaration Page of the policy, and a limit of liability is stated for them, and the appropriate premium has been charged.

"Motorcycle" is understood to mean a two-wheeled motor vehicle intended for street use in every way and is considered "street legal".

Without exception, the only coverage provided for dirt bikes, ATVs, Quads, Mopeds, or Dune Buggies or any other motorcycle that does not fit the definition above, is Section 1.4 - Civil Liability For Damage To Property Of Third Parties.

The limit of liability under Section 1.4 - Civil Liability For Damage To Property Of Third Parties of this policy shall not be increased but only an extension of coverage is provided under this policy

THE INSURER DOES NOT PROVIDE COVERAGE UNDER THE FOLLOWING CIRCUMSTANCES:

- MEDICAL PAYMENT COVERAGE IS STRICTLY EXCLUDED FOR ALL MOTORYCLES
- FOR ANY MOTORCYCLE PULLING A SIDE CAR
- THERE IS NOT COVERAGE FOR A MOTORCYCLE THAT IS ATTACHED TO THE OUTSIDE OF A VEHICLE EXCEPT IF IT IS SECURED IN THE BED OF A PICKUP TRUCK.

CLAUSE 2^a. GENERAL EXCLUSIONS

THE FOLLOWING ARE STRICTLY EXCLUDED:

- a. ANY HARM, EXPENSE, LOSS OR INDIRECT DAMAGE SUFFERED BY THE INSURED FROM THE LOSS OF USE OF THE VEHICLE.
- b. INJURIES/DAMAGES TO OCCUPANTS OF THE INSURED VEHICLE FOR WHICH THE INSURED IS LIABLE AND SUCH LIABILITY IS DERIVED FROM COMMERCIAL RISKS OR PENAL LIABILITY.
- c. CIVIL LIABILITY FOR DEATH OF BODILY INJURY SUSTAINED BY RELATIVES OR MEMBERS OF THE HOUSEHOLD OF THE INSURED OR PERSONS WHO ARE IN HIS EMPLOY.
- d. LOSS OR DAMAGE SUSTAINED OR CAUSED IN THE OPERATION OF THE INSURED VEHICLE OFF CONVENTIONAL ROADS OR ON ROADS WHOSE CONDITION IS IMPASSABLE.
- e. LOSS OR DAMAGE SUSTAINED OR CAUSED IN THE COURSE OF DIRECT PARTICIPATION BY THE VEHICLE IN A RACE OR ANY OTHER CONTEST OF SPEED OR RESISTANCE, EITHER AS A VEHICLE COMPETING IN SUCH COMPETITION, OR BY A VEHICLE PROVIDING SUPPORT TO A VEHICLE THAT IS COMPETING IN ANY RACE.
- 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 TO OR CAUSED BY THE INSURED VEHICLE WHEN IT IS BEING USED TO TOW VEHICLES, TRAILERS OR BOATS UNLESS THE TOWED VEHICLE, TRAILER, OR BOAT IS SPECIFICALLY DESCRIBED ON THE DECLARATION PAGE OF THE POLICY AND THE CORRESPONDING PREMIUMS ARE PAID.
- h. DAMAGES SUSTAINED TO OR CAUSED BY THE INSURED LACKING A VALID AND APPROPRIATE DRIVERS LICENSE VALID IN MEXICO OR ITS EQUIVALENT FROM THE INSURED'S HOME COUNTRY TO DRIVE THE INSURED VEHICLE. UNLESS THE INSURED IS FREE OF FAULT, NEGLIGENCE, OR INEXPERIENCE FOR THE LOSS.
- i. DAMAGES CAUSED TO OR CAUSED BY THE VEHICLE, WHEN DRIVEN BY A PERSON UNDER THE INFLUENCE OF ALCOHOL OR DRUGS UNLESS PRESCRIBED MEDICALLY
- j. THEFT OF PARTS OR ACCESSORIES, UNLESS AS A DIRECT RESULT OF THE TOTAL THEFT OF THE INSURED VEHICLE.
- k. VANDALISM IS STRICTLY EXCLUDED UNLESS THE INSURED HAS PURCHASED THE OPTIONAL "SPECIAL BROADENING ENDORSEMENT" FOR THIS POLICY AND SAME IS NOTED ON THE DECLARATION PAGE OF THE POLICY.
- l. ANY DIRECT 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 OTHER SIMILAR EXPENSES, UNLESS SPECIFICALLY PROVIDED IN THIS POLICY.
- m. DAMAGES SUFFERED BY THE INSURED VEHICLE CAUSED BY OPERATING IT WITH AN INSUFFICIENT AMOUNT OF OR LOSS OF OIL IN ANY COMPONENT, OR LOSS OF WATER, OR RESULTING FROM IMPROPER MAINTENANCE.
- n. MECHANICAL BREAKDOWN OR FAILURE OF ANY PART OF THE INSURED VEHICLE UNLESS DIRECTLY CAUSED BY ANY OF THE RISKS INSURED HEREIN. 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 SAME
- o. 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.
- p. 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.
- q. 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

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PUBLIC THOROUGHFARE AND UNDERGROUND OBJECTS AND INSTALLATIONS DUE TO VIBRATIONS OR THE WEIGHT OF THE VEHICLE AND ITS LOAD.

- r. CIVIL LIABILITY FOR DAMAGES CLAIMED BY A PERSON AS A RESULT OF BODILY INJURY OF DEATH SUFFERED BY ANOTHER PERSON, INCLUDING BUT NOT LIMITED TO CLAIMS OF LOSS OF CONSORTIUM AND CLAIMS OF EMOTIONAL DISTRESS
- s. INJURIES AND DAMAGE TO A DRIVER OF THE INSURED VEHICLE 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.
- t. 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.
- u. MEDICAL EXPENSES COVERAGE IS SPECIFICALLY EXCLUDED FOR ANY PERSON RIDING IN AN OPEN BED OF A TRUCK OF ANY KIND.
- v. VEHICLES THAT ARE DEEMED AS "PUBLIC TRANSPORTATION" OR THAT ARE USED TO DELIVER CARGO OR MERCHANDISE.
- w. FOR COVERAGES UNDER COLLISION AND TOTAL THEFT, COVERAGE WILL BE STRICTLY EXCLUDED IF THE OPERATOR/OWNER OF THE VEHICLE DOES NOT HAVE PHYSICAL DAMAGE COVERAGE FOR THE VEHICLE IN THEIR HOME COUNTRY FROM A LEGALLY ESTABLISHED INSURER AND SUCH COVERAGE IS IN EFFECT WHILE THE VEHICLE OPERATES IN THE MEXICAN REPUBLIC.

IF YOUR POLICY FROM THE HOME COUNTRY HAS A LAY-UP PROVISION TO YOUR POLICY DURING YOUR STAY, OR IF THE INSURED PURCHASES A POLICY FOR SIX MONTHS OR LONGER AND PAYS THE APPROPRIATE SURCHARGE CORRESPONDING TO MEXICAN RESIDENTS, THIS EXCLUSION (W) WILL NOT APPLY.

Lay Up: Defined as a period of time the insured declares that the insured will not use the vehicle in the home country.

CLAUSE 3^a. DEFINITIONS

For the effects of this policy, the following words and phrases will have the following definition unless the context of the policy requires a different interpretation.

- 1. Insured
Insured is understood to mean any person who drives the insured vehicle with the specific consent of the owner.
- 2. Insurer
Refers to ACE Seguros, S.A.
- 3. General Average
According to Law of Mexican Navigation, Article 115, General Average signifies an act that is carried out, intentionally and reasonably, any sacrifice or additional expense for the sake of communal security and safeguarding of the vessel, with the objective to preserve property from dangers inherent in navigation.
- 4. Policy
Signifies the present insurance contract, including the addendums, declarations page or certificate of insurance, certificates and endorsements registered by the Insurer, as well as application of insurance and any surveys, all of which constitute a proof of contract between the insured and the insurer.
- 5. Named Risk Policy
An insurance contract where the only risks specifically described in the policy are covered.
- 6. All Risks Policy
An insurance contract where all risks are covered in the policy unless it is specifically excluded.
- 7. Insured Vehicle
It is understood to mean a means of motorized transportation covered by the insurer that travels on conventional roads inside the Mexican Republic like:

Private Passenger Cars (Sedans)
Pickup trucks
SUV (Sport Utility Vehicle)
Motor Homes or RV
Minivans
Motorcycles
Trailers
Vans

In the text of the policy, the term "insured vehicle" is invariably used and the term may refer to one or more of the vehicles insured under this policy.

CLAUSE 4^a. INSURED SUMS

It is the Insured's responsibility to establish the appropriate amounts insured under each coverage shown on the Declarations Page and these amounts shall constitute the insurer's maximum limit of liability in case of an accident and must be in accordance with the following:

- 1. For coverages under Section 1.3 Medical Payments and 1.4 - Civil Liability for Damage to Property of Third Parties, the sum insured is established by common accord between the insured and the insurance company.
- 2. For coverages under Section 1.5 Special Equipment, the sum insured must be established based on a fair value supported by a valuation from a competent party or an invoice.
- 3. For coverages under Section 1.1 Collision and Section 1.2 Total Theft of Physical Damage or Total Theft for private passenger cars, pickup trucks, RVs, and motorcycles, the sum insured is declared by the Insured

In case of a loss, Physical damage losses will be adjudicated on Actual Cash value at the time of loss subject to the limits set forth in the Declarations and/or Specification of Risks Page of the policy.

CLAUSE 5^a. REINSTATEMENT OF POLICY

All payments by the Company shall reduce the insured amount by the same sum for any and all coverages affected by the loss. Said insurance may be reinstated at the discretion of the Company upon the request of the Insured and by payment of the additional premium.

CLAUSE 6^a. CURRENCY

The payment of the premium as well as the loss payments will be paid in US dollars or its equivalency in Mexican Pesos according to the current monetary law.

CLAUSE 7^a. TERRITORIALITY

This policy applies strictly within the Republic of Mexico.

CLAUSE 8^a. OBLIGATIONS OF THE INSURED

In case of a loss, the insured is obligated to:

- 1. Precautions: Upon the occurrence of an accident or loss, the Insured shall take all precautions available under the circumstance to prevent further damages. If there is no danger of further loss, the insured must consult the insurance company and must follow such instructions given.
All expense incurred by the insured that were prudent will be reimbursed by the company and if the company instructs the insured to act, the company will pay all costs in advance.
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.
- 2. Duties In Case Of An Accident: Upon the occurrence of an accident or loss covered hereunder, the Insured is obligated to notify the Company as soon as he is made aware of same, with a maximum of 5 days, except in the case when 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.
- 3. Notification to Authorities - In the event of theft or any other criminal act which may give rise to coverage under the provision of this policy, the Insured shall immediately advise the proper authorities and shall cooperate with the Company in order to recover the vehicle or the amount of damages suffered
- 4. Concurrence of Coverages: In case of concurrence of coverages, the insured has the obligation to present the claim to their insurer in their country of origin. In addition, when the insured drives on toll roads in Mexico, the insured must aid the insurer in making a claim against the operator of the toll roads, to the Secretary of Public Transportation (SCT) or any other party that has an obligation/ interest in the loss.
- 5. Claim Notification: The insured is obligated to communicate to the company as soon as he or she has knowledge of, a loss or suits against the insured by the insured or his representatives, and in such case, would remit all documents or copies of said documents.

Failure to comply with this obligation by the insured will free the insurance company from indemnification which corresponds to the coverages affected by the loss. The company will not be obligated to recognize or accept debts, transactions, or any other judicial act of such kind, carried out without the consent of the insurance company. A confession of a material fact will not be construed as the acceptance of liability by the insurance company.

- 6. Insured's Cooperation With Insurance Company – The insured is obligated at the cost of the company, to take part in all civil proceedings against the insured or company with respect to the liability covered by the insurance. The insured must:
 - Provide dates and the necessary proof which are required by the company for its defense at the cost of the insurer, in case it is deemed necessary or if it is not necessary for the insured to appear in court.

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- Exercise or assert his rights and actions that which correspond to the insured.
- Take part in all civil proceedings
- Provide a power of attorney to the counsel that the insurer designates to defend this case in all proceedings, in case the insurer cannot intervene directly in all transactions of said proceedings.

CLAUSE 9^a. OTHER INSURANCE

The Insured has the obligation to immediately make known to the Company, in writing, the existence of other insurance contracted with any other company for the insured vehicle, covering the same risks and interests, indicating the name of the insurer, the policy number and the amount of such insurance, pursuant to section 100 of the General Law of Insurance Institutions.

In conformance to Article 102 of the Insurance Statutes, in the event of the existence of other insurance covering the same insurable interests, contracted in good faith, with the same or different policy dates, and for a total sum insured higher than the insurable interest, will be deemed valid and each insurance company will pay a proportionate share of a claim, based on the corresponding limits of coverage provided by each insurance companies' policy.

If the insured intentionally omits notice of other insurance as stated above or commence a process to collect from other insurers for undue gain, the company shall be free of obligation to pay said claim.

CLAUSE 10^a. VALUATION & INDEMNIFICATION OF LOSSES

If the insured has complied with the obligation that was imposed on Clause 8a, Obligations of the insured b) Duties in Case of Accident and the vehicle is not detained, seized, confiscated or other similar situation by order of the appropriate authorities legally qualified and acknowledged in its function to intervene in such acts, the company is obligated to begin without haste the adjudication process.

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 repair to the vehicle and shall have the right to demand payment for said repairs from the Company pursuant to the terms of the policy except if the delay is attributable to the insured or his actions. Upon finishing the valuation, making the adjustment and acceptance of its liability, the Company shall pay the Insured the amount of the damages that occurred on the date of loss in accordance with Article 71 of the Insurance Statutes.

A) PARTIAL LOSSES

Payment of partial losses will be based on the invoice price of parts and the labor charge plus the taxes that are appropriate. In any case, valuation of losses will take into account the market price of parts and accessories at the date of the loss.

If the insured opts to repair the car in the United States or Canada, the labor cost per hour will not exceed the appropriate rate shown on the Specification of Risks page of the policy.

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 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.

From the amounts determined, the appropriate deductible will be subtracted for each and every coverage affected.

B) TOTAL LOSSES

If the amount of loss exceeds 60% of the value of the vehicle, the claim will be considered a total loss by the company.

In the event of total loss that affect Section 1.1 Collision or 1.2 Total Theft of the insured vehicle, the Company will indemnify for the actual cash value on the vehicle, on the date of the loss, not exceeding the insured amount in force.

To determine the market value of the insured vehicle at the moment of loss, value will be determined by taking an average of the following two sources: "Kelley Blue Book Auto Market Report" published by Kelly Blue Book Co. of California, United States of America and the NADA Guide from the National Automobile Dealers Association.

**ALL ACCIDENTS/LOSSES MUST BE REPORTED TO AN ADJUSTER OR REPRESENTATIVE OF THE INSURER IN MEXICO BY CALLING:
01-800-ACE-TOUR (01-800-223-8687)**

SECTION TWO GENERAL PROVISIONS

CLAUSE 1^a. PREMIUMS

The Policy Premium is based on the sum of the premium of the various coverages listed in this policy and premium is due at the purchase of the policy.

The premium will be paid by the insured directly to the agent or via a charge to the insured's credit card or a direct debit from the insured's bank account if the policy is purchased on the web.

The Premium must be paid in full when the policy is purchased and the policy does not take effect or the coverages inforce until the agent receives payment or a charge is made via the credit card or direct debit,

CLAUSE 2^a. LATE PAYMENT INTEREST

In case that the insurer did not receive the documents and/or information that would prohibit the knowledge of said claim, the insured is not obligated to pay indemnification, any capital or rents according to Article 71 of the Insurance Statutes. Insurer will be obligated to pay the insured, beneficiary or 3rd party, according to Article 135 of the "Ley General de Instituciones y Sociedades Mutualistas de Seguros" reformed by published decree in "Diario Oficial de Federación" on December 31, 1999 and January 16, 2002, an indemnification for contract delays established in this article.

The corresponding interests will be computed from the following day of the expiration of the period which is referred to by Article 71 of the Insurance Statutes.

CLAUSE 3^a. SALVAGE

It is expressly agreed that in the event the Company pays the total loss of the vehicle any salvage or recovery of the vehicle shall be the property of the Company except the special equipment that was not insured.

The insured must cover the deductible in principal for any loss. The amount of salvage obtained by the company will be used by the company to pay for adjudication expenses and any amount in excess will be returned to the insured.

The company is required to notify by writing to the insured, any recovery, in which the insured is eligible for a portion of that recovery.

CLAUSE 4^a. LOSS OF RIGHTS TO RECOVERY

The obligations of the company are null and void:

- If it is shown that the insured, the beneficiary or its representatives with the motive to be erroneous, fraudulent, or state inaccurate facts that would exclude or can restrict the payment of obligations by the insurer.
- If there were deception or bad faith by the Insured, a beneficiary or the respective assignees or trustees
- If it is shown that the insured, the beneficiary or its representatives with the motive to be erroneous, conceals material facts solicited by the Insurer relating to the loss that will help determine the circumstances and the consequences of the loss.

CLAUSE 5^a. PRIOR TERMINATION OF THE CONTRACT

Notwithstanding the term of this policy, the parties agree that either party may terminate the contract.

When the insured cancels the contract, the insured must send such request in writing to the company or one of its agents. The premium that will be earned by the company will be calculated by the number of days the policy was in effect multiplied by the one day tariff applicable to the vehicle registered with the National Insurance Commission. Any remaining amount will be returned to the insured. If the policy is cancelled twenty (20) days or more after the effective date, the policy is considered fully earned and premium will not be returned.

Cancellation of the policy by the Company will be done by written notification, and such cancellation will take effect 15 days after such notification is given. The Company will return the premium not earned proportional to the time remaining on the policy and if such premium is not returned, the policy will not be considered as cancelled.

CLAUSE 6^a. ARBITRATION

In case of disagreement between the Insured and the Company as to the amount of any loss or damage, the case shall be submitted to the judgment of an arbitrator appointed in writing by both parties. If no agreement is reached as to the appointment of a single arbitrator, the case shall be submitted to the judgment of two; one appointment by each party, within 10 days from the time of written request from the other to do so. The arbitrators shall appoint an umpire to act in case of disagreement, prior to taking up their duties.

If one of the parties should refuse or fail to appoint its arbitrator when requested by the Death or dissolution of the parties during the arbitration shall not annul or affect the powers or arbitrations of the arbitrator, or as the case may be, of both arbitrators or the umpire, respectively, or if either of the arbitrators or the umpire shall die before judgment is rendered, a new arbitrator

TOURIST AUTO INSURANCE POLICY FOR MEXICO

or umpire shall be appointed (by parties, arbitrators or by the Mexican Judicial Authority, or, as the case may be) in substitution.

The expense and costs of the arbitration shall be borne in equal parts by the Company and the Insured. However, each party shall pay the fees of its arbitrator.

The arbitration mentioned in this Clause does not imply acceptance of the claim by the Company. It merely determines the amount of the indemnity, which the Company may eventually be obligated to pay, and the parties remain free to execute any actions and oppose the corresponding exceptions.

CLAUSE 7ª. STATUTE OF LIMITATIONS

All claims under this policy must be submitted within two years from the date of the occurrence giving rise thereto and pursuant to the terms of article 81 of the Law for Insurance Contracts with the exception of 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 factors referred by the "Ley de Protección y Defensa al Usuario de Servicios Financieros" (Financial Consumer Protection Laws).

CLAUSE 8ª. JURISDICTION

In the event of a dispute between the Company and the Insured, the insured can assert his rights with the "Special Unit for Consultation and Complaints" of the Company, as well as the CONDUSEF (Financial Services Consumer Protection Association) at the headquarters or at the nearest branch office of the aforementioned Association in accordance with article 50 and 68 of the "Financial Services Consumer Protection Laws" and article 136 of the General Law of Insurance Institutions and Mutual Societies. The aforementioned rights must be asserted within two years from loss that originated the dispute.

If both parties do not arbitrate CONDUSEF, or the party CONDUSEF recommends, the insured is free to assert his rights with a judge of a competent tribunal near the place where the branch office of the Association mentioned above is located. In all cases, the insured is free to choose to direct the complaint either with the Special Unit of the Company, CONDUSEF or with a judge in a competent tribunal.

CLAUSE 9ª. COMMUNICATIONS

Any declaration or communication in relation to the present contract, must be communicated to the insurer in writing, precisely to its headquarters. In such case where the address of the headquarters changes, the new address within the Republic of Mexico will be communicated to the insureds to send any and all correspondence and for any other legal matter.

The requirements and communications that the company must make to the insureds or its trustees, will be made by using the last known address by the company and such notification will be deemed valid.

CLAUSE 10ª. SUBROGATION

In the event of any payment under this policy, the Company will subrogate the Insured's rights of recovery against any parties responsible for the loss. If the Company so requires, at its cost, the Insured shall confirm such subrogation rights in writing.

The company will be released in whole or in part from its obligations if the subrogation is impeded by acts or omissions that were promulgated by the insured.

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.

The right to subrogation will not proceed in the case that the insured is the spouse or is related by blood to the second degree to the insured or the spouse, with the person responsible for the loss or if the insured himself is held legally responsible for the loss.

CLAUSE 11ª. 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.

CLAUSE 12ª. ARTICLE 25 OF THE MEXICAN INSURANCE STATUTE

If the contents of this policy or its modifications does not agree with the offer, the insured can request a redress within 30 days of the receipt of this policy. After such time, the conditions and the modifications of this policy are deemed to be accepted

ACE SEGUROS, S.A.
Edificio Arcos Oriente
Bosques de Alisos No. 47ª 1er Piso
Bosques de las Lomas
05120, México, D.F.

Commissions and compensations to intermediaries or moral persons

While the insurance policy is in force, the insured could request in writing to the insurance company the percentage of the premium that correspond to commissions or compensations paid direct to the intermediaries or moral person due to the intervention to celebrate this contract. The insurance company will provide such information in writing or email in a period not greater than 10 working days after the date of the reception of the request.

The document and the filling that support this policy is filed with the National Commission of Insurance & Bonding, in conformity with the following articles 36, 36-A, 36-B and 36-D of the "Ley General de Instituciones y Sociedades Mutualistas de Seguros" with registration number CGEN-S0039-0237-2005 of December 13th, 2005.

Platinum Assist Terms and Conditions

DECLARATIONS:

1. Insured declares to have a valid policy in force at the time services are needed and assistance coverage must be shown as covered on the declarations page of the policy.
2. "Insured" is defined as the person(s) shown on the Declarations Page of the Policy and/or the person driving the insured vehicle with the permission of the insured.
3. "Occupants" is defined as the person(s) accompanying the insured in the insured vehicle.
4. In order to present a claim that the company is obligated to indemnify under the terms of this policy, the accident/emergency must take place within the Republic of Mexico during the term of the policy except the request of Travel Information.
5. Risks covered by this policy are limited to only those risks that are described in the Description of Coverage section. No other risks are covered.
6. "Company" is defined as IKE Asistencia which is third-party contracted by the Company to provide the services outlined in this document.
7. 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.
8. ALL CLAIMS MUST BE REPORTED BEFORE YOU LEAVE THE REPUBLIC OF MEXICO. ANY CLAIM NOT REPORTED WILL BE SUBJECT TO DENIAL. PLEASE CALL 01-800-ACE-TOUR TO REPORT YOUR CLAIM BEFORE YOU LEAVE THE REPUBLIC OF MEXICO.
9. The foregoing points 1 through 8 above are considered to form part of the text of this policy.

SECTION 1.0 - LEGAL ASSISTANCE

LEGAL ASSISTANCE IN CASE OF ROBBERY, ASSAULT OR VIOLATION:

In case the insured suffers an Assault, Robbery or Violation, the Company will assess and assist the insured in processing all petitions which must be reported to the corresponding authorities and any other procedures which are needed according to the place where the event takes place.

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

In case of detention or prohibition of liberty of the insured derived from third-party damages and/or in case of bodily injury against third parties, the Company will negotiate accordingly, where applicable, the freedom of the insured, before Administrative and/or Judicial Authorities.

LEGAL ASSISTANCE IN CASE OF DEATH:

In case of death of the insured because of violence, the Company will process all formalities and paperwork necessary for the integrity of the investigation, liberation of the body, delivery to the family and seek solution before the Public Authorities.

ASSISTANCE AND DEFENSE FOR CAR ACCIDENTS:

The Company will provide protection, assessment and defense to the insured in case he/she is involved in a car accident which results in legal responsibility for injuries, death, damages to third party property or damage to public/ government property.

The Company will guarantee the presence of a lawyer for the defense and assessment of the insured, from the place of the accident through the time of sentencing of the insured, in any judicial process for lawful responsibility due to a covered car accident.

In case of total theft of the vehicle property of the insured because of a transit accident, the Company will handle the paperwork necessary for the recovery before the authorities, in the company of the insured.

The Company will pay all costs derived from defending the driver of the insured vehicle, as long as it is the insured, also the defense costs or the protection necessary in cases referred by this clause and only in relation to penal responsibility.

In case of a transit violation and the authorities require some guarantee in exchange for freedom of the insured, such activities will be coordinated without limit by the Company, whether it be by cash or bail bond. The limit of the bail bond is established in your insurance policy.

LEGAL ASSISTANCE IN CASE OF ACCIDENTS:

If the insured suffers an accident with bodily injury, the Company will process in company of the insured or his legal representative, all reports with the respective authorities, (Public Ministry, Highway Patrol, and any others to whom it should be reported according to the place where this may happen) and will obtain a prompt resolution and release of the case from the authorities.

SECTION 2.0 - MEDICAL ASSISTANCE

By medical assistance it is understood that the medical team authorized by the Company is to be in the place of the accident or illness, the assistance includes medical transportation to the nearest hospital and in case of it being necessary the ambulance will be by land or air.

A. MEDICAL REFERENCES IN THE ENTIRE MEXICAN REPUBLIC 24 HOURS A DAY:

The medical team of the Company WILL NOT provide any diagnosis, if and when the insured does require it, the Company will help him/her to obtain a diagnosis, whether it is by:

- a) medical visit at the patients location.
- b) medical visit at a medical center.

The expenses and costs that originate will run at the insureds expense, which will have to be paid to the doctor or medical center.

The Company will provide this service in the cities of the Mexican Republic where possible. In other places the Company will do whatever possible to try and help the insured to contact a doctor or hospital, quickly and try to obtain the best conditions in terms of price and attention for the insured.

The Company WILL NOT be responsible regarding the bad attention or mistreatment on behalf of the medical staff or medical institutions referred to in point a) and b) above.

B. LAND AMBULANCE TRANSPORTATION:

In case the insured or occupants (four persons in total) suffer grave illness or accident which provokes injuries or traumas such that the medical team of the Company in contact with the treating doctor, recommend his/her hospitalization, the Company will organize and cover the cost of the ambulance transportation of the insured and the occupants, without limit, to the nearest medical center from the accident scene whether in the US or the Republic of Mexican Republic which results appropriate for the treatment of the insured. If necessary and for medical reasons, such service will be done under medical supervision.

C. AIR AMBULANCE DUE TO EMERGENCY:

In case the insured or occupants subject to a maximum limit of four (4) persons suffers an illness or grave accident and as long as it is absolutely necessary, the Company will provide an air ambulance for transportation of the insured to the nearest hospital at which the medical attention and services required can be obtained, the Company will proportion such transportation under medical supervision to the nearest hospital whether in the Mexican Republic or the United States of America.

If the insured for personal preferences decides to be transported by air ambulance to his/her place of origin or to a city in the United States of America or Canada, independently from his health status, the Company will obtain the transportation but the cost of such transportation will be covered by the insured.

D. TRANSPORTATION OR REPATRIATION IN CASE OF DEATH:

In case of death of the insured or occupants of the insured vehicle, the Company will comply with the necessary process (including any legal paperwork), organize and cover the repatriation or transportation of the body or cremation and transportation the ashes to the permanent residence of the insured as long as the residence is within the United States of America or Canada. Coverage is provided for the insured and occupants subject to a maximum limit of four (4) persons.

E. TRANSPORTATION OR REPATRIATION IN CASE OF SERIOUS INJURY:

In case of a serious injury of the insured(s) and/or occupants and hospitalization is required for an extended stay of more than 10 days, the company will cover the insured and occupants subject to a four person maximum limit:

1. One way coach class ticket by land or air for trip continuation to the intended trip destination as long as the price of the ticket does not exceed the cost of ticket to the place of permanent residence of the insured/occupants as long as it is in the Republic of Mexico, United States of America or Canada.
2. One way coach class ticket to the permanent place of residence in the Mexican Republic, USA, or Canada.
3. The company may arrange special transportation if prescribed by the treating physician and medical team of the Company and only if the injured parties cannot travel via a commercial airline.

F. TRIP CONTINUATION FOR OCCUPANTS IN CASE OF EXTENDED ILLNESS

If the insured and or driver is hospitalized for more than ten (10) days, due to a car accident or illness, or in case of death, the company will provide for the transportation of the companions to return to their place of permanent residence as long as it is within the Republic of Mexico, USA or Canada, by means of transportation available whether it by land or air and if the trip cannot be continued as planned without the injured party. The company may also pay for travel to their original destination as long as the cost does not exceed the cost to return to the permanent place of residence. The company will only be responsible for coach class fares to any covered destination.

ACE PLATINUM ASSIST TERMS & CONDITIONS

H. ROUND TRIP TICKET AND HOTEL STAY FOR A DESIGNEE:

In case of hospitalization of the insured because of grave illness or accident and the hospitalization will last more than 7 (seven) calendar days, and the insured is traveling alone, the Company will provide and cover the cost of one round trip ticket (coach class originating from the city of permanent residence of the insured) as long as such residence is found within the United States Of America or Canada, for a person designated by the insured, with intention to accompany the insured. In addition the Company will organize and cover the expenses for hotel stay for the person designated by the insured up to a maximum of \$1,000.00 (one thousand) Mexican pesos per day or its equivalent in American Dollars to the day of payment for 5 (five) calendar days.

In case of death of the insured, the Company will provide the same service as in the last paragraph but only for an immediate relative of the insured for effects of recovering the body and making the necessary arrangements.

SECTION 3.0 – ROADSIDE ASSISTANCE

A. BASIC ROADSIDE ASSISTANCE

The company will cover basic roadside assistance as follows for the vehicle insured under the policy:

1. Lockout Service – If insured locks the keys in the car accidentally, the company will send a locksmith to open the car. The cost of the parts to open the car or subsequently operate the car will be the responsibility of the insured
2. Emergency Fuel Service – If the insured runs out of fuel, the company will arrange fuel to be delivered to the insured and only the amount necessary to drive to the nearest fuel station. The cost of the fuel must be paid by the insured.
3. Flat Tire Service – The Company will arrange to have the flat tire replaced with the spare tire of the insured vehicle or have air put into the tire for trip continuation. In case the tire must be replaced, the insured must have a spare tire in good condition.
4. Jumpstart Service – The company will send a mechanic or technician to jump start the automobile. However, the company will not be responsible for damage to the auto or any electrical parts/ systems due to jump start.

Important: In all cases, the insured must be present when the service technician is working on the insured vehicle.

B. TOWING SERVICE AND PAYMENT OF THE SERVICE:

In case of car accident or mechanical break down which does not allow movement of the vehicle driven under the insureds responsibility, the Company will provide and cover the cost of the towing service to the nearest repair shop within the city or state of the Mexican Republic in which the event takes place. This service does not apply when dealing with a rented vehicle from a rental agency in Mexico, in this case the Company will only serve as an intermediary between the insured and the rental agency for the resolution of the problem.

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

The following vehicles are expressly excluded from the towing service: Vehicles with capacity of 3.5 tons or more, vehicles destined for public transportation or cargo, federal as well as local, taxis, minibuses, buses and rented vehicles. However, if the vehicle driven by the insured is more than 3.5 tons and such vehicle is for personal use and deemed as an RV, the weight exclusion does not apply. RVs will be towed to the nearest repair shop where repairs can be made. If insured would like to tow to another location other than the nearest shop, the maximum towing limit afforded under this coverage is \$200 US dollars.

C. PAYMENT OF RENTED VEHICLE DUE TO MECHANICAL FAILURE OF THE INSURED VEHICLE:

If the mechanic where the repairs are taking place deems that the repair to the insured vehicle will last more than 48 hours, the Company will provide coverage once the situation has been evaluated and the payment of a rented vehicle will be made subsequently. The insured may use the vehicle for a maximum period of 3 (three) days, with a maximum cost of \$700.00 (seven hundred Mexican Pesos) per day or its equivalent in American Dollars using the exchange rate at the time of payment, as long as the insured abides by the requirements of the rental agency for the rental of the vehicle.

SECTION 4.0 - OTHER COVERAGES

A. TRIP INTERRUPTION IN CASE OF THEFT, TOTAL LOSS OR EXTENDED REPAIR

If the insured vehicle is un-repairable due to a total loss, or repairs will take longer than 10 days or if the car has been verified as stolen, the company will arrange for the insured plus the occupants of the vehicle subject to a maximum of four (4) persons to return to their permanent residence by land or air in coach class. The company may arrange for the parties to continue their trip to the original destination as long as the cost does not exceed the cost of returning to their permanent residence.

B. CASH ADVANCE:

In case of the insured suffering a robbery with physical or verbal violence and being left without cash, the assistance provider may provide the insured a cash advance previously authorized by the Insurer for a maximum of \$1,000 USD (one thousand US Dollars).

C. TOURIST INFORMATION:

Upon the insureds' request, ACE will provide information by phone related to :

- Schedules of museums in the Mexican republic
- Vaccine and visa requirements for other countries
- Weather check in the Mexican republic
- Sport events and shows in select Mexican cities
- Reservation of plane tickets, hotels and restaurants.

D. TRANSMISSION OF URGENT MESSAGES:

ACE, upon the insureds' request, and in case of an emergency will take and transmit urgent messages on behalf of the insured to the authorized party.

SECTION 5.0 – DUTIES OF THE INSURED/OCCUPANTS

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

SECTION 6.0 – EXCLUSIONS

This policy does not provide assistance coverages for the following:

1. The insured cannot show proof of coverage or cannot show a valid ID
2. Insured or occupants cause intentional damage to self or property
3. Damages caused by the influence of drugs other than those prescribed by a doctor, alcohol or any psychological or psychiatric illness
4. Medical coverages are excluded if insured is traveling against the recommendation of a doctor.
5. If insured does not follow its obligations as stated in Section 4.0
6. Expenses that are incurred by the insured without the consent or approval of the company unless it is an emergency.
7. If the insured provides false testimony.
8. The insured is in the country illegally or if the insured vehicle is not appropriately certified to circulate in Mexico or not have the appropriate importation permit.
9. Damages from the delay of service due to force majeure or reasons beyond the control of the company such as weather, public authorities, location of service needed, etc.
10. Traveling against the recommendation of a doctor especially in relation to pregnant women.
11. Damages from participating in or providing support for race competitions.
12. Damages from traveling in non-conventional roads
13. If insured flees the scene of an accident
14. If the insured is involved in any criminal or illegal activity or is a fugitive of the law.
15. Damages that result from improper maintenance or modifications to the automobile.
16. Losses from strikes, riots, insurrection, war, terrorism, civil war, popular uprising, nuclear activity, etc.