

PRIVATE AUTO LIABILITY INSURANCE CERTIFICATE IN USA (EXCEPT ALASKA & HAWAII) FOR VEHICLES REGISTERED ANYWHERE OTHER THAN THE UNITED STATES OF AMERICA OR CANADA

AGREEMENT

This Private Auto Certificate is a binding contract between you and us. The Declarations Page shows a premium for each type of coverage purchased. If no premium is shown under a specific type of coverage, that specific coverage is not afforded to you or anyone else who may qualify as an “insured”.

Various provisions in this certificate restrict coverage. Read the entire certificate carefully to determine rights, duties and what is and is not covered.

DEFINITIONS

- A.** Throughout this certificate, the words “you” and “your” refer to:
1. the “Named Insured” shown in the Declarations;
 2. the spouse or “registered domestic partner” of the “Named Insured” shown in the Declarations, if a “resident” of the same household during the certificate period.
- B.** The words “we”, “us” and “our” refer to the company providing this insurance.

Other words and phrases are defined. They are in quotation marks when used.

- C.** “Accident” means a sudden, unexpected, and unintended event causing “bodily injury” or “property damage”, and arising out of the operation of a covered “auto”.

All “bodily injury” and “property damage” arising out of the continuous or repeated exposure to the same general conditions shall be considered arising out of one (1) “accident”.

- D.** “Auto” means the “vehicles(s)” shown in the Declarations, that are licensed and registered four wheeled motorized land vehicles of the private passenger type intended for use on public roads, including a pickup, van, or sport utility vehicle with a load capacity of 5 tons or less, that is not used in any business other than farming or ranching. “Auto” does not include “vehicles” with a load capacity of more than 5 tons, midget cars, golf carts, tractors, farm machinery, any vehicle operated on crawler treads or rails, or any vehicle used as a residence or premises, even if included in the Declarations. “Autos” with plates issued in the United States of America and Canada are not covered “autos”. “Autos” with foreign plates other than those issued by the United States of America or Canada qualify as an “auto” if they possess a registration card, legal import permit, or temporary permit demonstrating legal importation into the United Mexican States.
- E.** “Bodily injury” means bodily harm, sickness, or disease, including death resulting therefrom, which is caused solely by an “accident” covered under this certificate.
- F.** “Business” means trade, profession, occupation, courses of employment, job, or commercial use of any kind.
- G.** “Crime” means any felony and includes any attempt to elude law enforcement personnel.

- H. "Family member" means a person related to you by blood, marriage or adoption whose "usual residence" is your household, including a ward or foster child.
- I. "Funeral expenses" means fees, costs or charges incurred or required to be paid for services directly related to the funeral, burial, cremation and/or interment of the remains of an "insured" who has died as a result of an "accident" involving a covered "auto."
- J. "Insured" means:
1. you; and
 2. any "family member"; and
 3. a "permissive driver".
- K. "Medical expenses" means usual and customary charges incurred for reasonable and necessary services rendered to or on behalf of an "insured" within one (1) year of the date of "accident" for: medical, surgical, x-ray, and dental services when performed by a licensed medical professional; pharmaceuticals; prosthetic devices; and necessary ambulance, hospital, and professional nursing services when prescribed by a licensed medical professional.
- "Medical expenses" do not include treatment, services, products or procedures that are: experimental in nature, for research, or not primarily designed to serve a medical purpose; not commonly or customarily recognized throughout the medical profession in Mexico as appropriate for the treatment of "bodily injury"; or incurred for the purchase or rental of equipment not primarily designed to serve a medical purpose.
- L. "Mobile equipment" means equipment or machinery that is primarily designed for either off-road use, or which has a primary purpose of transporting permanently attached equipment.
- M. "Motorcycle" means any motorcycle, motorized bicycle, scooter, motorized tricycle primarily designed to operate on public roads and that have at least two (2) wheels, but no more than three (3) wheels, that are listed as an "auto" on the Declarations. Motorcycles" with plates issued in the United States of America and Canada are not covered "autos". "Motorcycles" with foreign plates other than those issued by the United States of America or Canada will be an "auto" if they possess a registration card, legal import permit, or temporary permit demonstrating legal importation into the United Mexican States.
- N. "Named Insured" means the person shown in the Named Insured section of the Declarations.
- O. "Occupant" means any person in, or entering or exiting the covered "auto". An "occupant" does not include a person that is above, entering or exiting any external part of a covered "auto."
- P. "Occupying" means:
1. in; or
 2. getting in or out.
- However, "occupying" does not include entering or exiting any external part of a covered "auto."
- Q. "Owned" means to hold actual legal title to the "vehicle" or to have legal possession of the "vehicle" that was leased to that person.

- R. "Owner" means any person who holds legal title to the "vehicle" or has legal possession of the "vehicle" that is leased to that person.
- S. "Permissive driver" means a person other than you, a "family member" operating a covered "auto" with your permission, who does not reside in the United States of America resides, who at least twenty-one (21) years of age and under the age of seventy-five (75), who possess a valid driver's license, and who is not a "regular operator" of the covered "auto."
- T. "Property damage" means physical injury to or destruction of tangible property, including any loss of use, which is caused solely by an "accident" covered under this certificate and occurring while the certificate is in force.
- U. "Registered domestic partner" means a domestic partner, civil union partner, or reciprocal beneficiary registered within a government agency where such registration is available.
- V. "Regular operator" is any person not listed on the Declarations who has care, custody of control of the covered "auto" for more than twenty-four (24) hours at any time during the certificate period. The twenty-four (24) hours may be consecutive or cumulative.
- W. "Regular use" means operation of a vehicle for more than twenty-four hours at any time during the certificate period. The twenty-four (24) hours may be consecutive or cumulative.
- X. "Resident" means a person domiciled in the household for which you reside.
- Y. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. The term includes:
1. An arbitration proceeding in which such damages are claimed and to which any insured must submit or does submit with our consent; and
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which any insured submits with our consent.
- Z. "Trailer" means a device which is not self-propelled, and does not exceed 1500 pounds of its charge capacity, which is intended to be towed by a covered "auto" for recreational purposes. "Trailer" does not include a self-propelled "vehicle" that can be lived in.
- AA. "Third party" means a person or organization that suffers "bodily injury" or "property damage" as a result of an "accident". "Third party" does not include you, a "family member", "occupant", "permissive driver" or driver of the covered "auto" at the time of the accident.
- BB. "Usual residence" means the "insured's" usual residence during the certificate period.
- CC. "Vehicle" means a surface transportation device used for conveying goods, passengers, or equipment and including a "trailer" or "motorcycle".

PART A- LIABILITY COVERAGE

INSURING AGREEMENT

- A.** If a premium paid is paid for this Coverage Part, we will pay damages, up to the limits stated on the Declarations, for “bodily injury” and “property damage” to a “third party” for which the “insured” is legally obligated because of an “accident” originating from the operation of a covered “auto.” We will not cover punitive or exemplary damages, fines, penalties, treble damages, or multiplied or multiple damages imposed upon any “insured”.
- B.** Coverage under this Coverage Part only applies to “bodily injury” and “property damage” to a “third party” because of an “accident” arising out of the operation of a covered “auto” if the “auto” has a permanent garaging location that is not in the United States of America, that is not registered in the United States of America, and the “accident” took place in the United States of America and/or Canada.
- C.** We shall have the right and duty to defend the “insured” against any “suit” seeking those damages for which coverage is afforded under this Coverage Part. We will defend, as we consider appropriate, any claim to which Coverage Part applies. We will settle, as we consider appropriate, any claim or “suit” to which this Coverage Part applies. Our duty to defend ends with the limit of liability for Liability Coverage has been exhausted by payment of judgment or settlement. We have no duty to settle or defend any claim or “suit” to which this Coverage Part does not apply.

SUPPLEMENTARY PAYMENTS

When we defend an “insured” under this Coverage Part, we will provide the following benefits:

- A.** all costs and expenses we incur to investigate the “accident”;
- B.** all costs and expenses incurred to defend the “suit”;
- C.** up to \$75 American dollars per day to the “insured” for lost work as a result of attending hearings or trial, with a maximum of five (5) days;
- D.** we will reimburse any other reasonable costs an “insured” incurs at our request.

To receive a supplementary payment under C. or D. above, you must submit a claim and provide proof of entitlement thereof.

These payments will not reduce the limits of insurance.

However, we have no obligation to pay:

- A.** any court costs, attorneys’ fees or attorneys’ expenses taxed against any “insured”.
- B.** prejudgment interest awarded against the “insured”.
- C.** all interest on the full amount of judgment that accrues after we have paid, offered to pay, or deposited with a court, the part of judgment that is within the applicable limit of insurance.

LIMITS OF LIABILITY

- A. The limits of liability shown in the Declarations is the maximum we will pay for “bodily injury” and “property damage” to a “third party” for which the “insured” is legally obligated to pay arising out of an “accident”, regardless of the number of insureds, “autos”, claims, claimants or “suits”.
- B. No one is entitled to duplicate payments under any Coverage Part of this certificate for the same elements of loss.

OTHER INSURANCE

Any insurance under this Coverage Part will be excess over any other collectible insurance, self-insurance, and/or any other source of recovery, except for other coverage we may provide under this certificate.

If other insurance is also excess, we will only pay our share of the damages based on the ratio of applicable limits to the total of applicable limits of all other insurance.

EXCLUSIONS

Coverage under the Liability Coverage part does not apply to:

1. any “auto” not scheduled under this certificate.
2. Any “trailer” while being towed by a covered “auto.”
3. “bodily injury” or “property damage” that is caused intentionally by or at the direction of an “insured”. Coverage under this Coverage Part shall not apply if an “insured” expected or intended the “accident” or its consequences, or could have expected them from his or her standpoint.
4. injuries to, or damages claims by, persons residing at the same address as an “insured”.
5. damage to real or personal property any “insured” owns, rents or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property.
6. damage to real or personal property loaned to any “insured”.
7. damage to real or personal property in the care, custody or control of any “insured”.
8. “bodily injury” or “property damage” arising out of the operation of a covered “auto” while the “insured” is in the commission of a “crime.” This exclusion applies regardless of whether the “insured” is actually charged with or convicted of a “crime.”
9. “bodily injury” or “property damage” that results from operation of a covered “auto” without your and/or the “owner’s” express or implied permission.

10. "bodily injury" or "property damage" that results from the operation of a covered "auto" outside the scope of your and/or the "owner's" express or implied permission.
11. "bodily injury" or "property damage" arising out of the operation of any "auto" while being used to carry merchandise, persons or property for compensation or a fee, including but not limited to the pickup or delivery or return from a pickup or delivery of products, documents, newspapers, or food. This exclusion also applies to transportation network companies, real-time ridesharing, or ride-sourcing, including but not limited to: Uber, Lyft, Sidecar, Wingz, and Summon.
12. "bodily injury" or "property damage" that results from operation of any "auto" designed mainly for use off public roads.
13. "bodily injury" or "property damage" that results from the operation of any "auto" not subject to motor vehicle registration.
14. "bodily injury" or "property damage" that results from the operation of any covered "auto" to transport any type of hazardous material.
15. "bodily injury" or "property damage" arising out of or resulting from the operation of a covered "auto":
 - a. to join competitions, racing, strength or speed tests;
 - b. in the providing of security services; or
 - c. to teach driving or for operating lessons.
16. "bodily injury" or "property damage" arising from a person getting on or off the external part of covered "auto" truck bed.
17. "bodily injury" or "property damage" caused by overloading or submitting a covered "auto" to excessive traction bond with its resistance or capacity. We will neither be responsible for damage caused to bridges, avenues, any public road and objects or underground installations, caused by vibrations or as consequence of the "auto's" weight load.
18. any obligation to contribute to an unemployment, disability, incapacity benefits, or similar program or law in force at the location of the "accident".
19. "bodily injury" or "property damage" arising out of the operation of a covered "auto" towing more than one vehicle at a time.
20. "bodily injury" or "property damage" property damage" arising out of operation of a covered "auto" if the specified capacity in the manufacturing manual of the covered "auto" is ten (10) or more passengers.
21. "bodily injury" or "property damage" property damage" arising out of the operation of a covered "auto" if the number of passengers traveling in the covered "auto" is higher than the indicated capacity according to the manufacturing manual.
22. "bodily injury" or "property damage" property damage" arising out of the operation of a covered "auto" if the "insured" or any operator of covered "auto" is at least twenty-one (21) years of age

and under the age of seventy-five (75).

23. "bodily injury" or "property damage" property damage" arising out of the operation of a covered "auto" if the "insured" or any authorized person operating the covered "auto" does not possess a license at the time of the accident.

24. "bodily injury" or "property damage" caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, terrorism or riot.

PART B- MEDICAL PAYMENTS

INSURING AGREEMENT

- A. If a premium is paid for this Coverage Part, we will pay reasonable "medical expenses" and "funeral expenses" because of "bodily injury" up to the limits of liability as stated in the Declarations:
1. caused by an "accident" involving an "auto"; and
 2. sustained by "an "insured";
- for "accidents" occurring in the United States of America and/or Canada.
- B. We will pay only those expenses incurred for services rendered within one (1) year of the date of the "accident".

LIMITS OF LIABILITY

- A. The limit of liability shown in the Declarations for this Coverage Part is the maximum limit of liability for each person injured in any one (1) "accident." This is the most we will pay regardless of the number of claims, vehicles involved, or premiums shown in the Declarations.
- B. If more than one person is involved in an "accident" to which this Coverage Part applies, we will pay no more than the maximum limit of liability per "accident" shown for this coverage on the Declarations, regardless of the number of claims, claimants, policies or "autos" involved in the "accident".
- C. Any amount paid or payable under this Coverage Part to an "insured" will be reduced by any payment made to that person under any Coverage Part of this certificate.
- D. In no event shall any person be entitled to receive duplicate payments for the same elements of loss under any Coverage Part of this certificate.

OTHER INSURANCE

Any payment we make under this Coverage Part to any "insured" shall be excess over any:

- A. other available auto medical payments insurance;
- B. medical, surgical, hospital or funeral services benefit of reimbursement plan;
- C. individual, blanket or group accident, disability or hospitalization insurance; or

D. premises medical payments insurance.

EXCLUSIONS

We do not provide coverage under this Coverage Part for an “insured” for “medical expenses” or “funeral expenses” because of “bodily injury”:

1. intentionally caused by or at the direction of any “insured”, even if the actual injury or damage is different than that which was intended or expected.
2. occurring as a pedestrian when struck by an “auto”.
3. occurring while you and/or any “family member” are in the United Mexican States.
4. sustained while “occupying” any “auto” while being used to carry merchandise, persons or property for compensation or a fee, including but not limited to the pickup or delivery or return from a pickup or delivery of products, documents, newspapers, or food. This exclusion also applies to transportation network companies, taxis, real-time ridesharing, or ride-sourcing, including but not limited to: Uber, Lyft, Sidecar, Wingz, and Summon.
5. arising out of the operation of any covered “auto” while it is rented or leased to another.
6. arising out of the operation of any “auto” that is principally designed for use off public roads.
7. sustained while “occupying” any motorized “vehicle” having fewer than four (4) wheels, unless scheduled as a covered “auto”.
8. resulting from the use of a “auto” for snow removal.
9. resulting from any source other than a sudden, unexpected, and unintended event causing “bodily injury”, and arising out of the operation of an “auto” designed for use on public roads.
10. sustained while “occupying” any “auto” located for use as a residence or premises.
11. occurring during the course of employment if workers’ compensation benefits or similar law are required or available for the “bodily injury”.
12. sustained while “occupying”, or when struck by, any “auto” which is:
 - a. owned by any “insured”; or
 - b. furnished or available to any “insured” for “regular use”.
13. sustained while “occupying,” or when struck by any “auto” which is:
 - a. owned by a “family member”; or
 - b. furnished or available for the “regular use” of any “family member”.
14. sustained while “occupying” an “auto” without a reasonable belief that you and/or the “family member” is entitled to do so.

15. sustained while "occupying" an "auto" when it is being used in the "business" of an "insured".
16. caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection;
 - e. terrorism;
 - f. rebellion or revolution.
17. from or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
18. sustained while "occupying" any "auto" while participating in:
 - a. competitions, racing, strength and/or speed tests;
 - b. teaching, driving or operating lessons; and/or
 - c. the provision of security services.
19. sustained while "occupying" any "auto" transporting any type of hazardous material.
20. sustained while "occupying" a "trailer" or "mobile equipment".
21. arising out of the operation of operation of any "auto" without the permission of the owner or outside the scope of such permission.
22. sustained while "occupying" an "auto" operated by any person who has had their driving privileges revoked.
25. sustained while "occupying" an "auto" being used to commit a "crime". This exclusion applies regardless of whether criminal charges are filed, or a conviction is obtained.
23. arising out of the operation of any "auto" by a person who is employed or otherwise engaged in the business of selling, repairing, servicing, storing, or parking "vehicles". This includes road testing and delivery.

PART C - EMERGENCY AND ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

- A. Subject to the limits, restrictions, and exclusions stated herein, certain roadside assistance is available 24 hours every day of the year in the United States of America (except Alaska and Hawaii) during the certificate period. No assistance is available while traveling in Canada.
- B. You will only be required to pay for the uncovered costs or expenses exceeding two hundred dollars (\$200.00) maximum per "covered towing service".

- C. You will only be required to pay for the uncovered costs or expenses exceeding one hundred dollars (\$100.00) maximum per event for all other “covered roadside assistance service.”
- D. We shall not be responsible for delays or breaches caused by force majeure or for the administrative characteristics or policies of the place where the services shall be rendered.
- E. The providers rendering the assistance services are independent contractors. We shall not be responsible for any deficiencies in the services rendered by such providers.

DEFINITIONS

A. “Covered towing service” shall include:

1. **Towing Assistance**

When towing is necessary, the covered “auto” shall be towed to the nearest service center or to any location requested by you.

Towing assistance is not provided when a covered “auto” is involved in an “accident.”

2. **Extraction Assistance**

The extraction of a covered “auto” shall be provided when the covered “auto” is stuck in a ditch or other inaccessible area, provided that such location is maximum fifty (50) feet away from a paved road.

Extraction assistance is not provided for a covered “auto” driven outside of a paved road or surface.

B. “Covered road assistance service” shall include:

1. **Battery Service**

If battery failure occurs, the vehicle shall be jump-started.

2. **Flat Tire Assistance**

The service includes removing a flat tire from the covered “auto” and changing it for a spare tire found in the covered “auto”.

3. **Fuel, Oil, Liquid and Water Services**

The service includes the emergency delivery of fuel, oil, liquid or water for the covered “auto” on site when the “auto” has an immediate necessity. You shall pay for the cost of the fuel or other liquid upon delivery thereof.

4. **Locksmith Assistance**

If the keys locked within the covered “auto”, assistance will be provided to enter the “auto.”

ASSISTANCE REQUEST

- A. All Road Emergency Assistance services are provided by Driven Solutions.

- B.** To request covered services, CALL 1-866-562-3265 WITHOUT COST from the United States of America and provide the following information:
1. indicate the telephone number at which Driven Solutions may contact Insured or his/her Representative, as well as all other information that the assistant requests to locate him/her.
 2. name and number of the insurance certificate or certificate.
 3. location where the incident occurred.
 4. description of the events.
 5. if family, indicate relationship.
 6. appoint the person appointed by Driven Solutions as his legal representative (if applicable).
 7. provide the necessary elements to locate the situation, as well as cooperate with the follow-up of the event before the corresponding authorities.
 8. abstain from negotiating or incurring in expenses without consulting with Driven Solutions
 9. notify Driven Solutions about the changes of address.
 10. the medical and legal team of Driven Solutions shall have free access to the history and clinical files, as well as to the criminal background of the Insured in order to know his/her situation; if such access is denied, Driven Solutions shall not be obligated to render any of the assistance services.
 11. any other document requested by Driven Solutions, provided it is reasonable in terms of law.
- C.** Please remain in your vehicle when the service provider arrives, unless it is unsafe to stay with the vehicle, because they cannot provide service to an unattended vehicle.
- D.** In case the service cannot be obtained through Driven Solutions you will receive an authorization number to receive reimbursement for the payments made pursuant to the program of benefit and coverage for services received independently. Any services rendered by an entity other than Driven Solutions, and with our consent, remain subject to the limits stated within this Coverage Part. Assistance obtained through any source that is not Driven Solutions without our consent is not covered and will not be reimbursed.
- E.** Any claim made under this Coverage Form must be submitted before exiting the United States of America by telephone to the free toll number indicated above. All the documentation shall be submitted in writing within ninety (90) calendar days of the date of the event. Driven Solutions shall make the payments and indemnifications mentioned in this certificate, provided that it does not represent a profit for the Insured.
- F.** You shall take all pertinent measures to prevent any damage or to diminish the effects of any act in which the service provided for in this Coverage Part is necessary.

EXCLUSIONS:

Coverage shall not be provided:

1. while in the United Mexican States or Canada.
2. in the event of emergencies resulting from the use of intoxicants, illegal substances, or drugs.
3. as a result of the use of a covered "auto" to commit a "crime".

4. for the cost of parts/spare parts, spare keys, liquids, lubricants or fuel, cost of installation of products or materials.
5. to tow when it is not an emergency or other non-emergency service.
6. for any service available through a warranty of a valid manufacturer or service.
7. for non-emergency assembly or substitution of tires for snow or chains.
8. to move snow from around the vehicle.
9. for tire repair.
10. for any "motorcycles", trucks with capacity of one and a half tons (U.S.A.), taxis, limousines or other commercial vehicles. Recreational vehicles (including motorized Rvs), trailers for camping, moving homes, or any other towing vehicle.
11. for any and all tax, tolls, fines, fees or penalties.
12. for damage or disablement due to fire, flood or vandalism.
13. to tow an "auto" as a result of an uncharged battery that cannot be jump-started.
14. to tow an "auto" as a result of an alarm block or failure of anti-theft device.
15. to tow an "auto" stuck in a puddle or sand.
16. to tow from or repair work performed at a service station, garage or repair workshop.
17. for towing assistance provided by an unlicensed service station or garage.
18. for vehicle storage expenses.
19. for service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle that will be towed or be serviced.
20. for towing or service on roads not regularly maintained, such as sand beaches, open countryside, forests and areas designated as impassable due to construction.
21. for towing at the direction of an officer in connection with the obstruction of traffic, impounding, abandonment, illegal parking or other law violations.
22. for services received independently from Driven Solutions without previous authorization from Driven Solutions.
23. for repeated services to a covered "auto" in need of routine maintenance or repair. Only two (2) covered services within a period of twelve (12) months of coverage will be accepted. One (1)

covered service for all other coverage periods.

24. when you do not provide true and timely information that, due to its nature, does not allow assistance of the situation.
25. when the “insured” does not prove your entitlement to receive the assistance service.
26. when you breach any of the obligations indicated in this certificate.
27. when you are not at the place where the service is requested.
28. when the covered “auto” has been illegally introduced to the country.
29. when the need for assistance arises due to fraud or bad faith by you, or is caused by an intentional act by you.
30. as a result of the unlawful use of an “auto” without your consent, such as in the case of theft, or breach of trust.
31. for “autos” with modifications different than the original manufacturing, if such modifications directly influenced the need for services.
32. for the assistance and/or expenses of the “auto’s” occupants that are transported for a fee.
33. to tow any covered “auto” with a load.
34. to tow any covered “auto” while occupied by injured people;
35. to tow any covered “auto” if stuck on potholes or a rift.
36. if involving direct violations of traffic and/or transportation laws.
37. to tow a covered “auto” as a result of a collision or automobile accident.
38. to tow a covered “auto” while crossing the border from the United States of America into the United Mexican States.
39. for services during trips made by you against a doctor's order.
40. for assistance involving suicide or injuries caused by the attempt thereof.
41. to Acts related with the acquisition or use of prothesis, glasses and/or pregnancy.
42. during natural phenomena of extraordinary character, such as floods, earthquakes, volcano eruptions and cyclones;
43. during acts and/ or situations deriving from terrorism, riot or rebellions;

- 44. to situations or acts of armed forces or safety groups, even if they occur in times of peace;
- 45. as a result of acts related to radioactive energy, or any other cause of force majeure.

PART D - EXCLUSIONS APPLICABLE TO ALL COVERAGE PARTS

POLLUTION EXCLUSION

- A. As used in this exclusion, “pollutants” mean any organic or inorganic substance or materials that is a solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapor, soot, fumes, dust, acids, alkalis, fibers, particles, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. “Pollutants” also include gasoline, diesel fuel, and all other petroleum products, and their derivatives.
- B. It is agreed that this insurance does not provide coverage for “bodily injury” or “property damage” arising out of or resulting from the intentional or unintentional, actual, alleged, or threatened discharge, release, dispersal, seepage, or escape of “pollutants” contained in any property:
 - 1. transported by, towed by, loaded into, or unloaded from the covered “auto.”
 - 2. otherwise in the course of transit.
 - 3. stored, disposed of, treated, or processed in or upon the covered “auto.”
 - 4. containing the pollutants before or after the pollutants are moved from the place of acceptance, delivery, disposal, or abandonment, for movement into, onto, or from the covered “auto.”
- C. It is agreed that this insurance does not provide coverage for any loss, cost, liability, or expense arising out any judicial, administrative, or other governmental order, direction, or request that you test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or environmental damage.

PART E - DUTIES AFTER ACCIDENT OR LOSS

We have no duty to provide coverage under this certificate unless there has been full compliance with the following duties:

- A. notice of an “accident” or loss must be made promptly and before the “insured” leaves the United States of America and/or Canada.
- B. notice must include how, when and where the “accident” or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- C. a person seeking any coverage must:
 - 1. cooperate with us in the investigation, settlement or defense of any claim or “suit”.
 - 2. promptly send us copies of any notices or legal papers in connection with the “accident”, claim, or loss.
 - 3. submit, as we reasonably require:
 - a. to physical exams by physicians we select. We will pay for these exams.
 - b. to examination under oath.
 - 4. authorize us to obtain:
 - a. medical reports; and

- b. other pertinent records as we request.
 5. submit a proof of loss when required by us.
 6. attend trial, civil hearings and depositions as required.
 7. grant powers of attorney on behalf of our lawyers designated to represent an “insured” in civil trial, in case he/her will not be able to intervene directly.
 8. notify and/or report to the appropriate policing/governmental authorities of an “accident” within the jurisdiction where the accident occurs. We must receive copies of all reports generated.
 9. perform any tasks that avoid, mitigate or diminish damages. If no danger comes from delay, the “insured” shall ask for guidance from the Company regarding such tasks. If the “insured” does not perform the tasks necessary to avoid, mitigate or diminish further damage, the Company’s duty to indemnify will be limited to the damages incurred prior to the “insureds” failure to comply with said obligation.
- C. A person seeking coverage under the Uninsured Motorists Bodily Injury Coverage Part and Uninsured Motorists Property Damage Coverage Part must also:
1. notify the police if a hit-and-run driver is involved within forty-eight (48) hours of “accident”.
 2. promptly send us copies of the legal papers if a “suit” is brought.
- D. A person seeking coverage under the Uninsured Motorist Property Damage Coverage Part must also:
1. take reasonable steps after loss to protect the covered "auto" from further loss. We will pay reasonable expenses incurred to do this.
 2. permit us to inspect and appraise the covered “auto” before its repair or disposal.
- E. If a claim is made or coverage is sought under this certificate, the “insured” shall have the obligation to immediately inform the Company in writing of the existence of all insurance available to the “insured” for the same risk for which coverage is sought under this certificate. The “insured” shall be required to provide the name of the insurance company providing such coverage and the limits provided in accordance with Article 100 of the Insurance Contract Law.

PART F - PREMIUM AND PAYMENT OBLIGATION

PREMIUM PAYMENT

Premium payment means the actual receipt of cash funds by us.

We provide coverage for each certificate term only on the condition that the initial premium payment and subsequent installment payments, if necessary, for that certificate term are paid. You have not paid the initial premium or any installment payment if you give us a check, a credit card, or an electronic funds transfer that is not honored at first presentation by the financial institution upon which it is drawn. In that event, this certificate shall be void from the inception of the certificate term and no coverage will exist, regardless of whether the certificate has been issued.

You may not receive a cancellation notice from us referencing a regular installment payment or premium payment to us was returned unpaid. You then must provide a replacement payment to us by means of either a cashier’s check or money order. When you then make such payment, in a timely manner, by the due date noted on the cancellation notice, your certificate will remain active and in force.

PLACE OF PAYMENT

Agreed premiums shall be paid at the Company's offices or at the banking institutions included by the Company. Notwithstanding this obligation, it may be agreed with you that payment will be made by charging a credit card, debit card or checking account.

In the event the "insured" makes the premium payment at any of the banking institutions indicated by the Company, it shall be the "insured's" responsibility to reference the certificate number being paid, so that the receipt issued by said banking institution shall serve as full proof of payment of the premium for this certificate. Likewise, the account statement of the "insured" showing the corresponding charge shall serve as full proof of said payment, until the Company delivers a receipt to the "insured."

COMMISSIONS

While the certificate is in force, the "insured" can make a written request for the Company to obtain the percentage of the premium that constitutes a commission to any individual and/or agent. The Company shall send this information by electronic means within fifteen (15) working days.

PART G - GENERAL PROVISIONS

EXTENSIONS OF STATE COVERAGE

While a covered "auto" is being used in the United States and Canada, the following will apply:

1. we will increase the limit of Liability Coverage to comply with the limit or limits specified by financial responsibility or compulsory liability law in the jurisdiction of where the covered "auto" is being used.
2. we will provide the minimum amounts and corresponding coverages by state, such as no-fault, required for out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
3. this coverage extension does not, and shall not, require us to make a duplicate payment for the same loss.

COVERAGE CHANGES

This certificate, the application, the endorsements, the Declarations Page and all attachments contain all of the coverage agreements between you and us. The terms of this certificate may not be changed or waived except by an endorsement issued by us.

The premium for this certificate is based on the information you provided to use or other sources we use. You agree to cooperate with us in determining if this information is accurate and complete. You agree to notify us of any changes during the certificate period. If this information is incomplete, incorrect, or changes during the certificate period, you agree that we may adjust your premium, or take other legally permissible action.

Changes that may result in a premium change include, but are not limited to, you or a "family member" obtaining a driver's license or operating permit, or changes in:

1. your address;
2. your garaging address;
3. "resident" drivers and additional frequent drivers;
4. a spouse or "registered domestic partner",

5. the number, type, or use classifications of your covered “autos” and
6. coverages, deductibles, or limits of liability.

You must notify us within thirty (30) days of the time when a person becomes a “resident” of your household who did not qualify previously as an “insured” under the certificate.

FRAUD

We do not provide coverage for any “insured” who has made false or fraudulent representations or statements or engaged in fraudulent conduct in obtaining coverage, or concerning any “accident” or loss for which coverage is sought under this certificate. If we are not permitted to void this certificate, any first party claims will be reduced by the amount of any additional premium owed to us. Any payments made by us as the result of your fraud or misrepresentation may be recovered from you or from any payments due or made to you under any first party coverage provided by this certificate.

BREACH OF WARRANTY

If a breach of warranty or condition contained in this certificate, the application or any endorsement attached hereto shall occur, such breach shall cause this insurance to be immediately void.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all terms and conditions of this certificate. We may not be sued under Coverage Part A of this certificate until the obligation of an “insured” to pay is finally determined either by judgment against the “insured” or by written agreement of the “insured” involved in claim and/or suit, the claimant, and us. No one shall have any right to make us a party to a suit to determine the liability of an “insured.” Any lawsuit brought against us under this certificate must be commenced within two (2) years.

OUR RIGHT TO RECOVER PAYMENT

We may make a payment under this certificate and the person receiving payment is entitled to recover from another. We are then entitled to those same rights of recovery to the extent of our payment. You and anyone we cover must sign and deliver to us any legal papers relating to that recovery. You and anyone we cover must do whatever else is necessary to help us exercise our rights. You and anyone we cover must do nothing after a loss to harm our rights. A person who has been paid by us under this certificate may also recover from another. That person shall then hold the amount recovered in trust for us. It then shall be reimbursed to us to the extent of our payment. This is provided that the person to or on behalf of whom such payment is made is fully compensated for their loss. If an “insured” receives recovery from a responsible party without our written consent, the “insured’s” right to payment under any affected coverage of this certificate will no longer exist.

CERTIFICATE PERIOD AND TERRITORY

This certificate shall become effective on the date and time shown on the Declarations Page at the address shown on the Declarations Page. The certificate will expire on the date and time specified on the Declarations Page at the address shown on the Declarations Page, unless terminated sooner.

This certificate applies only to “accidents” and losses that occur during the certificate period shown on the Declarations Page and only within the United States of America and Canada.

CANCELLATION AND NON-RENEWAL

You may cancel this certificate by returning it to an authorized agent or us. You also may cancel by advising us in writing as to when the cancellation is to be effective. Upon early termination by written notice of the “insured”, we have the right to payment of the premium which corresponds to the period that the certificate as to be in force according to the daily tariff established by the National Insurance and Bond Commission.

We have the right to terminate this certificate prior to the expiration of the certificate period. Notice may not be given to the “insured” prior to or after cancellation of the certificate.

MORATORIUM INDEMNITY

In the case that the Company, despite of receiving the documents and information that allows to know the origin of the claim, does not fulfill the obligation to pay the indemnification, capital or rent in terms of article 71 of Insurance Contract Law, will be forced to pay the Insured, beneficiary or third parties damaged a default indemnification in the terms of article 276 of Ley de Instituciones de Seguros y de Fianzas.

The correspondent interests will have to be computed to last day of termination of the term established on article 71 of Insurance Contract Law.

PRESCRIPTION

All the actions that are related with this Insurance Contract will prescribe in two years, as set forth in Article 81 of Insurance Contract Law, starting from the date of the “accident” or event triggering coverage, except for the exceptions established on Article 82 of the aforementioned law.

Prescription will interrupt not only ordinary causes but those mentioned in the Protection and Defense for Users of Financial Services Law.

Claims notice to the Claim Department of the Company, interrupt prescription.

TRANSFER OF INTEREST

Interest in this certificate may not be assigned or transferred without our written consent. If the “auto” is sold, coverage will terminate as to that “auto” when the buyer takes possession of the “auto” and will not transfer to the new “owner.”

COMPETENCE

In case of controversy, the “insured” and or claimant shall initiate a complaint before the Claims Office of the Company, or before a delegate of its choice from the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF). If a CONDUSEF delegate is not available to be designated as arbitrator, a judge of the domicile of the aforementioned delegate will be competent to address the

complaint.

COMMUNICATION

Any declaration or communication relating to this certificate must be sent to the Company in writing, to its address. In the case that the domicile of the offices of the Company is different than the one in the certificate, new contact information shall be provided to the insured.

Any required communications the Company must make to an “insured” or its beneficiaries, will be deemed valid if made to the last known address of the “insured” on file with the Company.

LANGUAGE

Any Spanish translation of this document is for informational purposes and is provided as a courtesy. In case of controversy or conflict, the English version shall control.

ARTICLE 25 OF INSURANCE CONTRACT LAW

If the contents of the certificate or its modifications are not consistent with the coverage offered, the “insured” may request modifications to the certificate within thirty (30) days after the date of receipt of the Certificate.

Once this period of time has expired, the stipulations of the certificate will be considered accepted.

DOCUMENT DELIVERY

When the insurance contract is performed through a service provider referred by articles 102 and 103 of Ley de Instituciones de Seguros y de Fianzas, we will deliver by this means the insurance certificate, general conditions, and any other document that contains rights and obligations derived by the insurance contract, which will receive proof of delivery from the insured or the contracting party.

When the contracting is done by phone, we, through an agent, will provide the certificate number and will send via email and/or fax the declaration page of the certificate and any other document that shows proof of the rights and obligations of the insurance, such call as well as the email sent to the insured will be recorded as proof of delivery.

Contracting made via internet or by any other electronic means, in which the premium payment has been agreed to be done by credit card or bank account, we will deliver the declaration page and/or the certificate number or the conformation folio that corresponds to his request for the insurance contract, which will serve as proof to clarify any situation, as well as any other document that contains rights and obligations derived by the insurance contract performed by the electronic mean which was contracted by. Such delivery will be registered automatically in the company’s system.

In all cases the insured or the contracting party can consult and print the general conditions and model of clauses which correspond to the insurance contracted, by login to the web page www.qualitasinsurance.com. If the insured or the contracting party for any reason, do not or cannot receive the documents referred in the above paragraphs during the following 30 days after the contracting, she/he/they will have to go to the offices of Qualitas, Compañía de Seguros, s.a. de c.v. or

telephone the call center of the insurance company at 800-800-2021, so that she/he can be informed according to the address the location of the place she/he/they need(s) to go to pick the certificate declaration page and all the documents related to the insurance contracted.

In the event that the last day of the above referenced period is a holiday, the document delivery will be made the following working day.

The insured or contracting party can request the cancellation of the insurance certificate, or the non-automatic renewal thru the service provider who contracted the insurance, or by Qualitas, Compañía de Seguros, s.a. de c.v., as applies in a term of 24 (twenty four) hours to 10 (ten) working days following the request, the service provider will request the insureds or contracting party's signature as proof of having received the corresponding endorsement or telephone the company's call center at 800-800-2021, to receive counseling.

The phone numbers for claims assistance are: 800-800-2880, 800-288-6700.

Likewise, the phone number for handling complaints by the specialized unit is 55 5002-5500.

In compliance with Article 202 of the Law of Insurance Institutions and Surety, the contractual documentation and Technical Note comprising this insurance product were registered with the National Commission of Insurance and Bonds from April 5th, 2010, with the number RESP-S0046-0018-2009/CONDUSEF-001642-06.

COMPREHENSIVE PRIVACY NOTICE

CUSTOMERS

(Valid as of January 16th, 2023)

Quálitas Compañía de Seguros, S.A. de C.V. (hereinafter, "Quálitas"), in fulfillment of the *Ley Federal de Protección de Datos Personales en Posesión de los Particulares* (LFPDP) (Federal Law for the Protection of Personal Data Held by Individuals), its Regulations and the GUIDELINES of the Privacy Notice, hereby informs you that, this Privacy Notice is applicable to Personal Data provided by You by means insurance application, questionnaires, forms, telephone contact or directly or through third parties authorized by Quálitas, by hard copy, electronic, optical, sound or visual means, or any other means or technology, by virtue of the legal relationship we have entered into or, in its case, will enter into. For purposes of this Notice:

- "Customers" will be: proposers, applicants, contracting parties, insured parties, beneficiaries, third parties affected (any individual outside or inside a vehicle insured by Quálitas when an incident is realized), driver and passengers of a vehicle not insured by Quálitas trustors, trustees, suppliers of resources and visitors to the public page of Quálitas and any other application provided by it for the rendering of its services (hereinafter, indistinctively "the Holder(s)").

"Authorized third parties" or "affected third parties" must not be understood as the "third party" concept indicated in the applicable law.

- According to the general rule, the consent of the holder for the processing of his/her personal data shall be "tacit", therefore, the holder declares that this Privacy Notice has been disclosed to him/her by Quálitas, being considered as accepted with the availability of this Privacy Notice through any means authorized by law and the delivery of the data by the Holder.

In case of requesting financial and/or sensitive data, Quálitas shall obtain the "Express Consent" of the Holder for the processing of such data, either through printed format or by electronic means

1. **IDENTITY AND ADDRESS OF THE RESPONSIBLE PARTY:** Quálitas Compañía de Seguros, S.A. de C.V., with address in Avenida San Jerónimo número 478, Colonia Jardines del Pedregal, Alcaldía Álvaro Obregón, C.P. 01900, México City.
2. **INFORMATION COLLECTED FROM HOLDERS (PERSONAL DATA SUBJECT TO PROCESSING):** Quálitas informs you that it will process your **Personal Data** (identification data, contact data, labor data, education data, traffic data and immigration data, geolocation, as well as data regarding administrative proceedings followed in the way of trial, judicial and/or jurisdictional), **Property Data** and **Financial Data**, collected in its case; as well as images taken by video surveillance video cameras for the purposes indicated in this Privacy Notice.
3. **EXPRESS INDICATION OF SENSITIVE DATA TO BE PROCESSED:** Quálitas will also process **sensitive data** (health data, personal, physical and gender features and biometric data), required in its case.

4. PURPOSES OF THE PROCESSING OF PERSONAL DATA COLLECTED

- 4.1. **PRIMARY PURPOSES OF PROCESSING.** The personal data mentioned above, including those of a

sensitive nature, will be processed for all purposes related to the legal and/or business relation we have with you due to the services provided by Quálitas, and may be:

- **Purposes of the processing of personal data of Customers:** Evaluating your insurance application and risk selection, in its case, validating the veracity of your data, issuance of the insurance agreement, attention and processing of incident claims, sale of salvages, management, maintenance or renewal of insurance certificate, making payments, collection, invoicing, customer service, preventing frauds and unlawful transactions, researches and statistics, promoting road safety education, management of the funds provided by the customer for purposes of paying the cost of the engaged services, monitoring and follow-up of rights and withdrawal of consent by the holders; as well as for all purposes related to the fulfillment of our obligations in accordance with the stipulations in the Law regarding the Insurance Agreement and the applicable normativity.
- **Purposes of the processing of personal data of Visitors: VIDEO SURVEILLANCE AND PHOTOGRAPHY.** Any person entering any of Quálitas' facilities may be videotaped and/or photographed by our security cameras, which will keep records that may be used to safeguard the security of visitors and staff, with the purpose of remote monitoring in real time of the properties and thus mitigating any emerging risk condition, as well as to control access to our facilities.

4.2. SECONDARY PURPOSES OF THE PROCESSING. When You are a third party affected by a corporate certificate (taken out by a company) or customer, your personal data may be processed for the following secondary purposes:

- When our insured parties, directly or through our insurance brokers, request us information on third parties affected by an incident, aimed at analyzing the incident and, in its case, conducting plans, discussions and risk prevention programs.
- For fleets, when our insured parties or our insurance brokers request information for the determination of accident rate percentages, aimed at determining if the cost of the certificate will be increased in the renewal or if a discount may be granted.
- For marketing, advertising or commercial research purposes and, in its case, to provide You with benefits additional to your certificate, by physical or electronic means, whether personally or through insurance brokers.
- Inviting you to participate in contests, recreational or altruistic non-profit activities.
- Evaluate the quality of the service and perform statistical studies, as well as contact your relatives and/or third parties, appointed for emergency contact, with the same purpose.

If you do not want your personal data to be used for any (or all) of the above purposes, indicate this by checking, with an "X" the box to the left of each paragraph. If the box(es) is(are) not checked, you express your consent for the processing of your personal data for secondary purposes. Your refusal for the use of your personal data for the above purposes may not be a reason for the denial of services and products that you request from or take out with us.

5. DATA TRANSFERS:

Quálitas may conduct transfers of personal data without requiring the consent of the Holder, whether national or international, in cases provided for in Article 37 of the LFPDP or in any other exception case provided for in the same or other applicable legislation, as well as to:

- Related companies or subsidiaries, in order to offer you other products and services;
- Affiliated companies, subsidiaries and/or third-party companies that are part of the "Group", and/or with which we maintain a legal relationship and/or are our business partners, which operate under the same internal policies regarding personal data protection; for the purposes set forth in this Privacy Notice.
- Mexican and foreign authorities, in order to fulfill our obligations under laws, treaties or international agreements as an insurance institution, tax obligations, as well as to comply with notifications or official or judicial requirements.
- Institutions, organizations or entities of the insurance sector (members and auxiliary or support entities), for selection, monitoring and control of risks, fraud prevention and conducting business in coinsurance and reinsurance; payment and compensation of claims between insurance companies.
- Individuals or legal entities engaged in the purchase and/or commercialization of salvage, according to invoices and/or documents of ownership.
- Your Insurance Agent and/or Risk Manager, to comply with the legal relationship with Quálitas.
- Insurance, product or service contracting parties, in order to comply with the obligations derived from the agreement.
- Any entity with which we have entered into a binding legal agreement for the purpose of fulfilling contractual obligations.

5.1. Per the request of:

- Corporate customers (legal entities), requiring data of affected third parties with the purpose of preparing reports or statistical analyses, the data referred to in this notice may be transferred to:
- Brokers in insurance transaction, to determine accident rate percentages, aimed at defining if the cost of the certificate will be increased in the renewal or if a discount may be granted, as well as for preparing reports, research or statistical analyses for its customers regarding addressees or end beneficiaries of the insurance policies (just like You, if it was de case).

If you do not want your personal data to be transferred to insurance brokers, indicate this by checking, with an "X" the box to the left of this paragraph. If the box is not checked, you express your consent for us to transfer your personal data to insurance brokers.

If we conduct any additional transfer requiring your express consent, the same will be obtained previously.

6. MECHANISMS FOR REQUESTING THE EXERCISE OF ARCO RIGHTS AND WITHDRAWAL OF CONSENT, AS WELL AS OPTIONS AND MEANS OFFERED BY QUÁLITAS FOR LIMITING THE USE OR RELEASE OF PERSONAL DATA:

You may request to the Department of Personal Data at Quálitas, the Access, Rectification, Cancellation and Objection to the processing of your Personal Data as well as limiting its use and withdrawal of

consent, at the address indicated in numeral I of this Notice or to E-mail: datospersonales@qualitas.com.mx, in accordance with the stipulations in the Procedures available in the web page: www.qualitas.com.mx in the “Privacy Notice” section. In the Procedures at the end of said notice, you will find the answering means for different requests, depending on the contents of the same.

Besides the exercise of your Withdrawal or ARCO rights, you may limit the use or release of your personal data, by registering the same in the *Registro Público de Usuarios Personas Físicas (REUS)* (Public Registries of Individual Users).

7. COOKIES:

“Cookies” are data files stored in the hard drive of the computer equipment or electronic communication device of a user in a specific web site; which enable exchanging status information between said site and the user’s browser. The status information may disclose session identification, authentication means or user preferences, as well as any data stored by the browser related to the web site.

Due to the above, Quálitas hereby informs you that, at any time, you may disable the use of these mechanisms, in accordance with the instructions that each company owner of the browsers (browser of internet viewer) has implemented to activate and disable the aforementioned “Cookies”.

8. INFORMATION REGARDING THE DEPARTMENT OF PERSONAL DATA:

You may contact the Department of Personal Data, in order to answer questions or comments regarding your proceeding(s), through the following means:

- E-MAIL: datospersonales@qualitas.com.mx

- Document addressed to the *Departamento de Datos Personales*, with address in Avenida San Jerónimo número 478, Colonia Jardines del Pedregal, Delegación Álvaro Obregón, C.P. 01900, in Mexico City.

- Service hours: 09:00 to 14:00 hours

9. MEANS THROUGH WHICH THE PRIVACY NOTICE AND ITS UPDATES ARE AVAILABLE TO YOU:

Quálitas reserves the right to modify, at any time, this Privacy Notice due to changes in its operational practices and service improvements; it is the responsibility of the holder to review the contents of the Notice in its web page www.qualitas.com.mx, we therefore recommend that you visit the web page periodically, or you may request it to E-mail: datospersonales@qualitas.com.mx