

**CONDICIONES GENERALES
SEGURO DE AUTOMOVILES TURISTAS**

**TOURIST MOTOR INSURANCE TO COVER
FOREIGN-REGISTERED MOTOR VEHICLES.**

COVERAGE SPECIFICATION

THE INSURANCE COMPANY SHALL ONLY COVER THE EXPENSES FOR DAMAGE CAUSED BY THE RISKS SPECIFIED IN **SECTIONS 1 AND 2**, THAT EXCEED THE DEDUCTIBLE STIPULATED ON THE FRONT PAGE OF THE POLICY.

SECTION 1 – MATERIAL DAMAGE.

- A) **COLLISION, OVERTURN AND WINDOW BREAKAGE.**- Material loss or damage incurred by the insured vehicle as a result of collision, overturn and breakage of the windshield, side, quarter and rear windows.
- B) **TRANSPORTATION.** - Material damage incurred by the insured vehicle as a result of grounding, sinking, fire, explosion, collision, overturning or derailling of the means of transportation in which it is being conveyed by land, air or sea, the falling of the vehicle into the sea during loading maneuvers, transportation or unloading and the contribution of the Insured Party to the gross or general breakdown and to the salvage expenses for which said party were responsible.
- C) **FIRE, LIGHTNING AND/OR EXPLOSION.** - Material damage incurred by the insured vehicle caused by fire, lightning, and/or explosion.
- D) **STRIKES AND MASS UPRISINGS.**- Material damage incurred by the insured vehicle caused by the actions of individuals participating in stoppages, strikes, labor disturbances, meetings, riots or mass uprisings or by malicious persons during these acts or caused by the control measures exercised by the legally-recognized authority in the course of its functions. **DAMAGE CAUSED BY VANDALISM IS EXPRESSLY EXCLUDED.**
- E) **NATURAL PHENOMENA.**- Material damage incurred by the insured vehicle caused by cyclones, hurricanes, tornadoes, hail storms, earthquakes, volcanic eruptions, avalanches, flooding of rivers, lakes and estuaries, excluding seawater; landslides of rock or earth, the collapse of constructions, buildings, structures and other similar objects and falling trees or branches.
- F) **TRANSFER EXPENSES.** - In the event of a claim that is worthy of indemnity pursuant to the terms of this policy, the Insurance Company shall cover the necessary towing expenses for the transfer of the insured vehicle within the territorial limits of the Mexican Republic to the place at which, at the judgment of the Insurance Company, the vehicle may be repaired. The indemnity shall also cover the expenses of the maneuvers necessary to prepare vehicle for transfer to a maximum limit of US\$ \$500.00.

SECTION 2 – TOTAL THEFT.

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TOTAL THEFT OF VEHICLE.-The total theft of the insured vehicle, as well as loss or damage incurred as a consequence of said total theft. **PARTIAL THEFT SHALL BE EXPRESSLY EXCLUDED.**

DEDUCTIBLE OBLIGATORY FOR SECTIONS 1 AND 2:

Section 1. "Material Damage", clauses A), B), C), D) and E), as well as Section 2, "Total Theft" are contracted with the invariable application, in the event of a claim, of an amount payable by the Insured Party, known as the "deductible". This obligatory deductible shall apply to each indemnifiable accident and for each vehicle insured in accordance with the terms stipulated in each of the sections mentioned herein. The deductible may be established as a percentage or as a fixed amount, as preferred by the Insured Party.

In the case of a deductible established as a percentage, the amount payable shall be the result of applying the percentage stipulated on the policy's front page to the commercial value of the vehicle at the date of the claim. The minimum deductible established in this case for automobiles or any other type of vehicle shall also be stipulated on the front page of the policy.

In the case of a fixed deductible, the amount payable by the Insured Party shall be specified on the front page of the policy.

EXEMPTION FROM THE PAYMENT OF DEDUCTIBLE. - The Insurance Company may agree to exempt the Insured Party from the payment of the obligatory deductible only for Collision and Overturning coverage when it can be clearly proved that the accident or collision was caused by a fully-identified third-party and that the incident can be fully corroborated by a written report prepared by the Mexican authorities with competent jurisdiction. The exemption shall apply even though said third-party has no insurance policy to cover the liability thereof in the accident. The Insured Party shall be required to cooperate fully with the Insurance Company to safeguard the right to subrogation against the third-party responsible in order to recover the amount of damage incurred. If the Insured Party should fail to comply, the exemption of payment of the deductible will not come into effect.

SECTION 3 – CIVIL LIABILITY FOR MATERIAL DAMAGE TO THIRD-PARTY PROPERTY.

The civil liability legislation currently applicable in the Mexican Republic covers the civil liability of the Insured Party or other party driving the vehicle with the consent of the Insured Party, for material damage, damage incurred from the use and/or maintenance of the insured vehicle, damage to third-party property, the driver and the relatives thereof, property under the custody of the Insured Party or the employees or representative thereof or parties aboard the insured vehicle.

In the case of articulated trucks, the civil liability caused by the first trailer shall only be covered,

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provided the tractor unit is towing said trailer. The civil liability of the second trailer shall not be covered unless otherwise agreed.

PUNITIVE OR EXEMPLARY, MORAL OR CONSEQUENTIAL LOSS OR DAMAGE SHALL BE EXPRESSLY EXCLUDED, REGARDLESS OF THE CAUSE.

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

The civil liability legislation currently applicable in the Mexican Republic covers the civil liability of the Insured Party or any other party who, with the express or tacit consent of the Insured Party, uses the insured vehicle and that as a consequence of said use and/or maintenance of the insured vehicle causes bodily injury or the death of third parties, excluding the occupants of the insured vehicle.

The Insurance Company shall make the following payments without exceeding the limits of the insured sum stipulated on the front page of the policy.

- a) Medical expenses incurred for first aid.
- b) Treatment and/or funeral expenses, whichever is applicable, of third parties injured or killed by the insured vehicle.
- c) Legal indemnity payable for death or total, partial, permanent, or temporary incapacity.
- d) Legal expenses and costs incurred by the Insured Party or the driver as a result of any legal action brought as a result of the civil liability of said parties.

In the case of articulated trucks, the civil liability caused by the first trailer shall only be covered, provided the tractor unit is towing said trailer. The civil liability of the second trailer shall not be covered unless otherwise agreed.

PUNITIVE OR EXEMPLARY, MORAL OR CONSEQUENTIAL LOSS OR DAMAGE SHALL BE EXPRESSLY EXCLUDED, REGARDLESS OF THE CAUSE.

SECTION 5 – OCCUPANTS' MEDICAL EXPENSES

The payment of medical expenses incurred for hospitalization, medical attention, nurses, ambulance services, and funeral expenses arising from bodily injury or the death of the Insured Party or any other occupant of the insured vehicle in an accident of the vehicle while within a compartment, booth, or cabin destined for the transportation of people. The medical expenses covered by the policy include the following:

- a) Hospitalization. - Meals and hospital room, physiotherapy, hospital expenses and all medications prescribed by a doctor.
- b) Medical attention. - Essential medical services provided by professionals legally authorized to exercise their respective professions.

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- c) Nurses. - The cost of qualified or licensed nurses.
- d) Ambulance Service. - Expenses incurred for the use of ambulances, when necessary.
- e) Funeral Expenses. - In the event of the death of any occupants of the insured vehicle, the funeral expenses incurred, considering a maximum of 25% of the insured sum per occupant without exceeding the maximum liability per occupant. These expenses will be reimbursed against the respective invoices that meet the fiscal requirements.

If at the time of the accident the number of occupants injured exceeds the maximum number of insured persons, the limit of liability shall be reduced in proportion.

The Insured Company shall pay the expenses mentioned up to the insured sum for each occupant, stipulating that the Insurance Company's obligation shall cease automatically when the effects of the injury disappear on the recovery of the injured party, the death of the injured party or the maximum term of one-year from the date of the accident having elapsed.

MAXIMUM LIMIT OF LIABILITY.-The Insurance Company's maximum limit of liability pursuant to this Section is stipulated on the front page of the policy.

SECTION 6. RISKS AND ASSETS NOT COVERED BY THE CONTRACT THAT MAY BE COVERED BY SPECIAL AGREEMENT.

The Insurance Company shall not be liable for any loss or damage incurred in the event that the insured vehicle is put to a use or service other than that stipulated in the policy that implies an aggravation of risk, loss or damage caused to assets or risks not specified in the policy, as well as loss or damage caused by said asset or the loss or damage caused by a risk not covered by the policy unless there is an express agreement executed by and between the Insurance Company and the Insured Party. The Insured Party shall be obliged to pay the corresponding premium on contracting any of the coverage items specified in this section, as well as providing the Insurance Company with all information relating to the nature and characteristics of the assets to be covered. The contracting of each coverage item shall be confirmed on the front page of the policy.

Section 6.1. SPECIAL EQUIPMENT.

In the case of Sections 1 "Material Damage" and 2 "Total Theft", special equipment fitted to the insured vehicle may also be insured under the policy through express agreement and with the obligation to pay the corresponding additional premium in order to cover material damage and total theft thereof as a result of the risks described in said sections. The value of the special equipment described in the policy shall be added to the commercial value of the vehicle, thus constituting the insured sum for this coverage.

For the purposes of this policy, "special equipment" shall be understood as any component, decal, accessory (radio, clock, fog and searchlights, exterior mirrors, visors and other

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accessories), including armor, fitted to the vehicle at the express request of the buyer or owner in addition to the components or accessories originally included on the vehicle by the manufacturer for each specific model and type sold on the market. Special equipment shall exclude all components installed by the manufacturer as original product line equipment for the specific vehicle model and type as sold on the market.

The description of the assets insured, the unit value and total value thereof shall be confirmed by a specification to be attached to and which forms part of the policy, without which, said assets shall not be deemed covered. The contracted deductible for material damage and total theft coverage shall apply. Special equipment not itemized in the original invoice shall not be insured.

Section 6.2. ADAPTATIONS AND CONVERSIONS.

Pursuant to Sections 1 “Material Damage” and 2 “Total Theft”, adaptations and conversions fitted to private and commercial vehicles may be covered against material damage, theft or loss as a consequence of the risks described in said sections through an express agreement and the payment of the additional corresponding premium. The value of the adaptation or conversion described shall be added to the commercial value of the vehicle, thus constituting the insured sum.

“Adaptation and conversions” shall be understood to be any modification, change, or addition to the bodywork, structure, coverings, mechanisms, or apparatus required by the insured vehicle for the purpose for which it was designed.

The maximum limit of liability shall be stipulated on the front page of the policy and it shall operate as a single insured sum. The contracted deductible for material damage and total theft coverage shall apply. Any adaptation or conversion not itemized in the original invoice shall not be insured.

The description of the assets insured and the insured sum for each shall be confirmed by a specification to be attached to and which forms part of the policy, without which said assets shall not be deemed as covered.

Section 6.3. TRAILERS AND BOATS

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Pursuant to Sections 1 "Material Damage" and 2 "Total Theft," trailers and boats may also be covered through express agreement with the obligation to pay the corresponding additional premium.

Containers, trailers, caravans and/or boats shall be deemed covered when expressly included on the policy front page and providing that said trailer, caravan and/or boat is towed by the insured vehicle using devices and mechanisms specifically designed for said purpose. The characteristics of this type of units and their commercial value shall be stipulated on the front page of the policy.

1. "Container" shall be understood as a unit generally used to transport machinery or equipment and/or merchandise, which is attached to and towed by a motor vehicle;
2. "Trailer" shall be understood as a unit generally used for transporting equipment and towed by a motor vehicle.
3. "Caravan" shall be understood as a residential recreational unit that includes original fixtures and fittings, **excluding household furnishings and personal articles**; Household furnishings shall be understood as household utensils or articles, either new or used, in such number and with such characteristics that allow it to be determined that they will be destined for domestic use.
4. "Boat" shall be understood as the vessel specified on the front page of the policy and the platform of trailer on which it is mounted as a single unit.

Containers, trailers, caravans and/or boats shall be protected against the same risks and time contracted in the insurance policy of the vehicle used to tow them while they are coupled to said vehicle.

However, containers, trailers, caravans and/or boats shall be covered by Material Damage and Total Theft policies when they are parked even without being coupled to the motor vehicle.

Particular exclusions:

- a) **This insurance policy does not cover medical expenses for occupants injured inside the container, trailer, caravan, and/or boat.**
- b) **Boats shall be insured only while on land for the same risks and time contracted in the policy. The Insurance Company's liability ceases when the boat is separated from the motor vehicle. The insurance excludes damage incurred or caused by the vessel during loading and unloading maneuvers onto the trailer or platform.**

OBLIGATORY DEDUCTIBLE. - Containers, trailers, caravans, and/or boats shall be subject to the payment of deductible by unit as applicable in Sections 1 and 2 of this policy.

Section 3 "Civil liability for Material Damage to Third Party Property" and Section 4 "Civil Liability for Bodily Injury to Third Parties" shall not imply any increase in insured sums, but only the extension of liabilities covered by the policy through the application of the corresponding premium surcharge.

Section 6.4. VANDALISM.

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Pursuant to Section 1, coverage D) "Strikes," material damage caused to the insured vehicle as a consequence of vandalism may be covered on express agreement with the payment of an additional premium. For the purposes of this coverage, acts of vandalism shall be understood as all intentional or malicious acts by one of various persons that result in damage to the insured vehicle, without any intention other than destruction.

Vandalism shall not be deemed to include damage caused as a result of forcibly breaking into the insured vehicle and/or trailer with the intention to steal the contents thereof.

The Insured Party shall be obliged to report incidents of vandalism to the Insurance Company follow the Insurance Company's instructions and file the respective claim, together with the report of the material damage prepared beforehand by the authority with competent jurisdiction, as well as any additional information requested by the Insurance Company.

MAXIMUM LIMIT OF LIABILITY. - The maximum limit of liability of this coverage is specified on the front page of the policy.

MANDATORY DEDUCTIBLE-This coverage is contracted with the application of a mandatory deductible payable by the Insured Party for each claim. This deductible amount shall be stipulated in the policy and shall be applicable in each indemnifiable loss.

Section 6.5. PARTIAL THEFT.

Pursuant to Section 2, "Total Theft", through express agreement and with the obligation to pay an additional premium, the theft of original equipment installed inside the insured vehicle by the manufacturer of each model and specific type of vehicle offered on the market and described in the original invoice may be insured provided there is evidence of forced break-in to the vehicle in the committal of partial theft and providing that the loss is not a consequence of the total theft of the vehicle itself.

The Insured Party is obliged to file the corresponding claim together with the material damage report prepared before and by the authority with competent jurisdiction, as well as providing the Insurance Company with the documentation required in order to authenticate the insurable interest.

Partial theft coverage excludes all audio, video and recording equipment, including but not limited to non-factory installed AM/FM, CB, UHF and VHF radios, cassette players, CD players, TVs and videogame consoles and any other personal property of the driver or third parties aboard the insured vehicle.

MAXIMUM LIMIT OF LIABILITY. - The maximum limit of liability for this coverage is specified on the front page of the policy.

OBLIGATORY DEDUCTIBLE. - This coverage is contracted with the invariable application

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of a deductible amount payable by the Insured Party for each claim. This deductible amount shall be stipulated in the policy and shall be applicable in each indemnifiable loss.

Section 6.6. PAYMENT OF LABOR. - Notwithstanding the stipulations set forth in the 10th clause of the General Policy Conditions "Maximum Liability Limits", the Insured Party and the Insurance Company may agree to the payment in US dollars of up to 10 hours' labor charges in order to repair the partial material damage incurred by the insured vehicle within the territorial limits of the Mexican Republic, covered and admissible pursuant to Section 1. "Material Damage" or Section 2 "Total Theft," when the Insured Party opts to receive indemnity for the damage incurred in cash, in accordance with the valuation conducted by the Institution in accordance with the terms of Clause 8 "Valuation Bases and Indemnity for Damage".

To be entitled to this benefit, the Insured Party and/or Driver shall be obliged to:

- a) Report the incident within the Mexican Republic,
- b) Take the vehicle to the place indicated by the Insurance Company for the valuation of damage.
- c) Confirm in writing the wish to repair the insured vehicle in its country of origin, accepting that the repair of the vehicle, as well as any aggravation to the damage that may occur to damage incurred by the insured vehicle shall remain under the Insured Party's entire and absolute responsibility.

In all cases, the Insurance Company shall proceed to make the adjustment and the valuation of the damage incurred in order to calculate the amount of indemnity, as well as the number of hours of labor necessary to repair the damage at an hourly rate of US\$ \$50.00 for automobiles, US\$60.00 for other types of private vehicles up to 3 ½ tons and US\$70.00 for motor homes.

The Insurance Company's liability shall be extinguished once the payment of damage and labor has been made and the Insured Party has signed the respective settlement.

The payment of labor in US dollars shall not be admissible if the Insured Party returns to its country of origin without having first complied with the obligations stipulated in Clause 6 "Incidents."

Section 6.7 EXTENSION OF CIVIL LIABILITY.

Section 3. "Civil liability for Material Damage to Third Party Property" and Section 4. "Civil Liability for Bodily Injury to Third Parties".- Through express agreement and with the obligation to pay an additional premium, civil liability for damage caused by the principal individual holder of the policy, whose name appears on the front page of the policy, to third-party property or persons may be covered according to the same basis, limits and conditions stipulated for civil liability coverage when the Insured Party is driving any other private vehicle similar to the class, type and tonnage to the vehicle insured and described in the policy, without exceeding 3.5 tons.

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Under no circumstances shall this coverage extension substitute or run concurrently to any other insurance against the same risks covering the vehicle being driven by the Insured Party that causes the damage, since it shall operate only in excess of said insurance or in the absence thereof.

EXCLUSIONS. - This coverage extension shall not operate when:

- a) The individual policyholder:**
 - a. Is driving a vehicle weighing more than 3.5 tons, a bus or any other passenger or cargo vehicle used for a purpose other than that of a private automobile.**
 - b. Is driving a vehicle to tow a trailer or boat, unless otherwise expressly agreed.**
- b) The policyholder is a company.**

PUNITIVE OR EXEMPLARY, MORAL LOSS OR DAMAGE SHALL BE EXPRESSLY EXCLUDED.

Section 6.8. DRIVING LICENCE.

In accordance with the civil liability legislation currently applicable in the Mexican Republic, through express agreement and with the obligation to pay an additional premium, the civil liability of the Insured Party, the driving license holder specified on the policy front page arising from the use and/or maintenance of a private motor vehicle up to 3 ½ tons, belonging to the Insured Party or any of the dependants thereof may be covered pursuant to the following:

- A) Civil liability for damage to third-party property, excluding damage to property of the Insured Party, the driving license holder or their family members or parties in their custody or aboard the vehicle being driven by said parties.**
- B) “Civil Liability for Bodily Injury to Third Parties,” excluding the occupants of the vehicle being driven.**
- C) Medical expenses for hospitalization, medical attention, nurses, ambulance services and funeral expenses resulting from bodily injury or the death of the Insured Party, the driving license holder and any other occupant of the vehicle being driven by the Insured Party while traveling within the passenger compartment destined for the transportation of people.**

Definition of dependents. - For the purpose of this coverage, “dependents” shall be understood to be direct relatives of the Insured Party, spouse, and children up to 25 years of age living in the same home and depending economically on the Insured party.

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OBLIGATION OF INSURED PARTY: The Insured Party, holder of the driving license specified in the policy must at all times hold a valid driving license issued by the competent authority, of the type suitable for the vehicle being driven. The Insured Party is obliged to notify immediately in writing of any changes to the driving license within the term of the policy, either due to expiration or loss thereof. Failure to notify may result in a claim being rejected.

INSURED SUM: The Insurance Company's liability shall not exceed the amount stipulated in each of the sections contracted. The insured sums for each section are stipulated on the front page of the policy.

EXCLUSIONS: In addition to the exclusions of the General Tourism Vehicle Policy Conditions, this coverage shall not operate when:

The civil liability of the individual policyholder, the driving license holder specified on the front page of the policy is excluded when said party is driving a vehicle of more than 3 ½ tons belonging to a third party for any use other than private.

Obligations of Insured Party: In the event of an accident, the Insured Party license holder shall inform the Insurance Company immediately and shall be subject to the stipulations set forth in **Clause 7 "Incidents"** of the General Policy Conditions and demonstrate insurable interest by filing the following before the Insurance Company or its representative:

1. Valid driving license issued by the competent authority in the name of the Insured Party, whose name also appears on the front page of the policy and
2. Proof of ownership of the vehicle.

Under no circumstances shall this coverage substitute or run concurrently to, any other insurance against the same risks covering the vehicle being driven by the Insured Party that causes the damage, since it shall operate in excess of said insurance or in the absence thereof.

Section 6.9 TERRITORIAL EXTENSION COVERAGE.

Only by express agreement and with the obligation to pay an additional premium, the basic coverage of Section 1 "Material Damage" and Section 2. "Total Theft", when contracted, may be extended to cover the vehicle described in the policy for use within the United States of America within the territorial limits of the States of California, Arizona, New Mexico and Texas.

This coverage is granted exclusively for private vehicles up to 3 ½ tons with foreign license plates belonging to individuals with permanent residence within the Mexican territory, covered under daily-entry policies issued for 365 days.

In the event of a claim within the territory of the United States of America, the Insured Party

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shall be required to prove a permanent place of residence within the Mexican territory and comply with the stipulations set forth in Clause 8th. "Claims."

Section 6.10.DAMAGE CAUSED BY CARGO. Applicable only to vehicles used to transport merchandise:

Only by express agreement and with the obligation to pay an additional premium may the Insured Party's civil liability be covered for third-party personal or property damage caused by cargo being transported, provided that:

1. The cargo is aboard the insured a vehicle in the trailer of the truck and in the box or on the platform of the articulated truck.
2. At the time of the claim, the cargo corresponds to the classification and type of merchandise stated in the insurance application and on the front page of the policy.
 - a. Non-hazardous
 - b. Hazardous
 - c. Very hazardous

MAXIMUM LIMIT OF LIABILITY: The maximum limit of liability resulting from any claim against risk coverage and the conditions agreed shall correspond to the amounts established for civil liability coverage of third-party damage and third-party injury.

PARTICULAR EXCLUSIONS:

1. Damage caused during loading and unloading maneuvers.
 - a) Damage caused by cargo that does not match the stated classification.
 - b) Damage to the cargo itself, and
 - c) Ecological damage to the nation or to the ecosystem caused by the cargo.

Section 6.11 CIVIL LIABILITY DUE TO POLLUTION. Applicable only to vehicles used to transport merchandise:

Only by express agreement and with the obligation to pay an additional premium may the civil liability of the Insured Party be covered for sudden and unforeseen damage to the environment due to the fall or spillage of the cargo transported by the insured vehicle, the classification of which is specified on the front page of the policy, as a result of the overturning and/or collision of the insured vehicle.

The coverage shall only be applicable when:

1. The insured vehicle that transports the merchandise complies with the specifications for the transportation of hazardous materials and residues in accordance with the standards stipulated by the competent authorities.

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2. The accident occurs within the Mexican Republic.

PARTICULAR EXCLUSIONS. - Excludes damage caused by the cargo when the vehicle is being loaded or unloaded.

MAXIMUM LIMIT OF LIABILITY: The maximum limit of liability resulting from any claim against risk coverage and the conditions agreed shall correspond to the amounts established for civil liability coverage of third-party damage and third-party injury.

OBLIGATORY DEDUCTIBLE: The deductible is stipulated on the front page of the policy.

GENERAL CONDITIONS

CLAUSE 1st GENERAL EXCLUSIONS. - Under no circumstances shall this insurance cover:

- 1) Civil liability for the death or bodily injury suffered by the driver or the occupants of the insured vehicle, except for the medical expenses covered in the Occupants' Medical Expenses Section.**
- 2) Civil liability that arises from intentional offenses committed by the owner or driver of the vehicle.**
- 3) Civil liability for running down persons related to or in the service of the Insured Party.**
- 4) Injuries or road traffic accidents suffered by drivers using the vehicle to commit suicide or to self-inflict any other injury, even when the driver is suffering from mental illness.**
- 5) Expenses and fees for the legal defense of the Insured Party, driver or owner of the insured vehicle described in the policy, arising from criminal proceedings following an accident, as well as the cost of bonds, fines or cautions of any kind, as well as penalties or any obligation other than the repair of damage. PUNITIVE, EXEMPLARY, OR MORAL DAMAGE.**
- 6) Damaged incurred or caused by a vehicle when driven by a person not holding a valid driving license, equivalent to the type used in the Mexican territory, of the type appropriate to drive the insured vehicle, issued by the competent traffic authorities, unless blame, the lack of expertise or serious negligence cannot be attributed to said driver as the cause of the incident. Driving permits shall be considered as driving licenses for the purpose of this policy.**
- 7) When the driver of the insured vehicle is under the influence of alcohol or drugs not prescribed by a doctor, unless blame, lack of expertise or serious negligence cannot be attributed to said driver as the cause of the incident. The driver shall be deemed to be**

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under the influence of alcohol when intoxication from the ingestion of alcoholic beverages is proved and duly stated in writing by a qualified doctor, regardless of the alcohol level.

- 8) When the Insured Party and/or driver, having made use of the guaranteed bond coverage for release, returns to their place of origin without having first cooperated with the Insurance Company in compliance with the obligation to personally attend meetings with the authorities as required during the legal process brought against them following an accident, all coverage items of this policy shall be void; thus releasing the Insurance Company from all obligations.
- 9) The Insurance Company's obligations stipulated in this policy shall be automatically void in the event that the Insured Party or any representative thereof enters into any agreement with any parties involved in any accident without the express written consent of the Insurance Company.
- 10) Loss or material damage incurred by the insured vehicle as a result of:
 - a) being driven on roads not suitable for vehicles or on impassable roads,
 - b) the lack or loss of oil or fluid from any component, engine, transmission, gearbox, etc., or the lack or loss of water from the radiator as a result of inadequate maintenance,
 - c) mechanical breakdown of the lack of resistance of any part of component of the insured vehicle as a result of wear and tear unless caused directly by the realization of any of the risks covered by this policy,
 - d) Normal wear and tear of the insured vehicle or its components, including depreciation of its value as a consequence of said wear and tear, from the natural action of the tide (even caused by flooding) as a result of the exposure of the insured vehicle to the tide.
 - e) Loss or damage caused by connecting rod or camshaft failure of the insured vehicle, unless caused as a result of a risk covered by this policy, without prejudice to the stipulations set forth in the preceding point d).
- 11) Loss or damage incurred or caused by the insured vehicle when:
 - a) used for the purposes of driving instruction,
 - b) participating in competitions, safety endurance and speed tests,
 - c) used to tow trailers or boats, unless expressly stipulated on the front page of the policy or when the trailer or boat in question were covered by the same policy,
 - d) Overloaded or submitted to excessive traction in relation to its resistance or capacity. In these cases, the Insurance Company shall not be liable for any damage caused to viaducts, bridges, scales or any other public right of way, objects or underground installations, either as a result of vibration or the weight of the vehicle or its load.

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12) Damage incurred or caused by the insured vehicle as a result of:

- a) Bellicose operation, whether in foreign or civil war, insurrection, rebellion, expropriation, requisition, hijacking or confiscation or the caution or detention by the legally-recognized authorities in the exercise of their functions or for any other similar cause.**
- b) Use for any military service, with or without the permission of the Insurance Company.**
- c) Use in acts of terrorism.**

13) The damage caused by an insured vehicle used in a robbery.

14) The damage and or theft of personal assets and effects, property of the Insured Party or third parties from inside the insured vehicle.

15) All damage, expense, direct or indirect loss incurred by the Insured Party and/or any vehicle occupant including "pain and suffering" arising from the incident, including but not limited to accommodation expenses, meals, transportation, telephone calls, car-rental or the loss of the use of the insured vehicle or other similar expenses.

16) Direct or indirect loss incurred by the Insured Party as a result of the surrendering of the insured vehicle and its documentation due to procedures related to loss of freedom or kidnapping.

17) Damage incurred or caused by the insured vehicle as a consequence of incidents other than those specifically covered in the policy.

18) Expenses related to fines of any type imposed by the administrative authorities, the use of car pounds, overnight parking and in general, any type of penalty imposed on the Insured Party or driver for the breach of State, Municipal or Federal Traffic Regulations or as a result of the custody of the insured vehicle following detention by the competent authorities.

CLAUSE 2nd PREMIUM.

Unless otherwise agreed, the premium shall fall due on the signing of the contract in accordance with Article 34 of the Insurance Contracts Law. The premium shall be paid against the delivery of the corresponding policy issued by the Insurance Company.

CLAUSE 3rd CURRENCY.

Both the collection of the premium and the payment of indemnities by the Insurance Company shall be made in US dollars or the equivalent in Mexican pesos in accordance with the current currency law. Foreign currency payments shall be made in Mexican pesos at the prevailing exchange rate in order to settle obligations denominated in foreign currencies payable in the

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Mexican Republic, as published by the Banco de México (Central Bank) ON the Federal Official Gazette on the date of payment.

CLAUSE 4th EARLY TERMINATION OF CONTRACT.

Notwithstanding the term of the contract, the parties hereby agree that either may terminate the contract through a written notice given to the other party.

In the event that the Insurance Company terminates the contract, said party shall advise the Insured Party in writing and the cancellation shall take effect 15 days following the date of the aforementioned notice. The Insurance Company shall be obliged to refund the non-accrued premium calculated on a pro-rata basis to the Insured Party.

In the event that the Insured Party terminates the contract, the Insurance Company shall be obliged to refund the portion of the premium in proportion to the remaining term of the contract, with the exception of policies in which claims have been paid, in which case, the premium shall not be refunded.

The premium to be refunded shall be calculated as follows:

- The premium payable by the Insured Party shall be calculated pursuant to the actual term from the commencement of the contract through to the cancellation date.
- The discount corresponding to the number of days covered during the period in which the policy was valid shall be applied using the table of long-term valid policies.
- The premium calculated for the actual coverage period shall be deducted from the premium originally charged in order to obtain the premium amount to be refunded.
-

LONG TERM DISCOUNT TABLE					
DAYS		DISCOUNT %	DAYS		DISCOUNT %
FROM	TO		FROM	TO	
30	39	10.00	150	179	42.50
40	49	13.10	180	209	48.75
50	59	16.20	210	239	54.25
60	69	19.25	240	269	59.00
70	79	22.15	270	299	63.00
80	89	25.00	300	329	66.25
90	119	27.75	330	359	68.75
120	149	35.50	360	365	70.50

NOTE: IN THE EVENT OF CANCELLATION PREMIUM DISCOUNT SHALL BE ADJUSTED ACCORDINGLY BASE ON ACTUAL NUMBER OF DAYS COVERED.

In all cases, the Insurance Company shall be entitled to retain a minimum net premium equivalent to 30 days of the daily premium.

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Notwithstanding the term of the policy, the Insured Party and the Insurance Company agree that, in the case of policies contracted pursuant to special tariff plans (multiple entries and other types); either party before the termination of the contract may cancel the policy. However, the parties agree that premium stipulated for said plans shall be considered as fully accrued once insurance policy has been in force for more than 30 days starting from the commencement date of the policy in question.

CLAUSE 5th PREFERENTIAL OR SINGLE IRREVOCABLE BENEFICIARY.

Having designated a preferential or single irrevocable beneficiary in the policy, the Insured Party shall not be able to terminate this contract without the express written consent of said beneficiary.

CLAUSE 6th TERRITORIALITY.

The coverage items covered by this policy shall be applicable in the case of claims or accidents that occur only within the territory of the Mexican Republic.

CLAUSE 7th PRECAUTIONS IN THE EVENT OF AN INCIDENT.

In the event of loss or damage incurred pursuant to this policy, the Insured Party shall be obliged to take all advisable and necessary precautionary measures in order to avoid or reduce the damage. As a consequence, the Insured Party shall not abandon the insured vehicle except in cases of force majeure. If there is no danger in the delay, the Insured Party shall ask for and follow instructions from the Insurance Company. If the Insured Party fails to comply with the foregoing obligations, the Insurance Company shall be entitled to limit or reduce the amount of indemnity by the amount that would have been payable had the Insured Party complied with said obligations. The foregoing is in accordance with Article 66 and 67 of the Insurance Contracts Law.

CLAUSE 8th CLAIMS.

1. IMMEDIATE NOTICE. - When a claim covered by this policy occurs, the Insured Party shall be obliged to notify the Insurance Company or a representative thereof and, if applicable, the Mexican authorities, immediately on becoming aware of the incident, except in the event of Acts of God and force majeure, in which case said notice shall be given as soon as said event ceases. All claims must be notified within the Mexican Republic. Any delay in notifying of any claim shall result in the reduction for indemnity by the amount that would have been payable had the Insurance Company received prompt notice of the claim.
2. The Insurance Company will be released from its obligations if the Insured Party or the Beneficiary omits said notice, with the intent of preventing the timely verification of the circumstances of the claim, or in the event that notification of the claim takes place after the vehicle has left Mexican territory.

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3. NOTIFYING THE AUTHORITIES.- File a formal complaint or report before the authorities with competent jurisdiction in the case of damage to third-party property caused by third parties, theft or other illegal acts that may be grounds for claim pursuant to this policy and cooperate with the Insurance Company in the recovery of the amount of damage incurred.
4. INFORM THE INSURANCE COMPANY OF ANY SUMMONS, COMPLAINT OR SUIT AND SUBMIT THE RELATED DOCUMENTS.- In the case of any claims brought against the Insured Party, Driver or Owner of the insured vehicle as a result of an incident, the Insured Party shall be required to:
 - 4.1. Inform the Insurance Company no later than one business day following the date of the summons, complaints, or lawsuit received by the Insured Party, Driver, Owner, or representative thereof and submits the documents or copies thereof stating the reasons for the complaint or claim.
 - 4.2. Provide information and evidence.- In all civil proceedings brought against the Insured Party arising from liability covered by the insurance policy and at the cost of the Insurance Company, the Insured Party shall be required to:
 - 4.2.1. Provide all the information and evidence necessary requested by the Insurance Company for its defense when said Company opts to assume its representation in the legal proceedings.
 - 4.2.2. Exercise and enforce the legal actions and defenses to which it is entitled according to the law.
 - 4.2.3. Appear in all legal proceedings to which he or she is summoned.
 - 4.2.4. Grant power of attorney to the lawyers appointed by the Insurance Company, if applicable, to represent the parties in the aforementioned legal proceedings.

Failure to comply with the foregoing obligations shall release the Insurance Company from the payment of Civil Liability coverage indemnity.

IT IS HEREBY UNDERSTOOD THAT ALL OF THE DRIVER'S OBLIGATIONS AND OMISSIONS SHALL BE ATTRIBUTABLE TO THE CONTRACTING PARTY.

CLAUSE 9th OTHER INSURANCE.

Pursuant to Article 100 of the Insurance Contracts Law, the Insured Party, driver, or owner shall be obliged to notify the Insurance Company immediately in writing of any other insurance policy contracted on the insured vehicle, which covers the same risk and the same interest, indicating the name of the other insurance company. In the event that the Insured Party intentionally omits to provide the notice described in this clause or contracts several insurance policies in order to obtain an illegal benefit, the Insurance Company shall be released of its obligations.

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CLAUSE 10th VALUATION BASIS AND DAMAGE INDEMNITY.

- a) Once the Insured Party has complied with the Obligations stipulated in Clause 7. "Claims" and the insured vehicle is free from any detention, confiscation, seizure or similar situation ordered by the legally-recognized authorities in the exercise of their functions, the Insurance Company shall be obliged to commence without delay the valuation of the damage once the physical location of the insured vehicle within the Mexican Republic becomes known.
- b) The Insurance Company shall conduct the valuation of the damage incurred by the insured vehicle within the following 72 hours from the time at which the Insured Party makes vehicle available to the Insurance Company and it is released by the authorities, if applicable.
- c) In the event that the Insurance Company fails to commence the evaluation of the damage within the term of 72 hours referred to in the foregoing paragraph, the Insured Party shall be authorized to proceed with the repair of the vehicle and be entitled to claim the amount of said repair from the Insurance Company pursuant to the terms and conditions of this policy.

Except in case that the Insurance Company does not begin the valuation within the term of 72 hours referred to in paragraph **b)** of this clause, the Insurance Company shall not be obliged to repair the damage incurred by the vehicle if the Insured Party has already proceeded with the repair before the Insurance Company completes its valuation and declares the claim admissible, since the commencement of said repair may prevent the fair evaluation of the existence or extent of the incident and the facts that led to or influenced its occurrence.

- d) Once the valuation has been completed and liability recognized and without prejudice to the stipulations of Article 71 of the Insurance Contracts Law, the Insurance Company shall proceed to pay the Insured Party the cash amount of the damage valued or proceed to repair the damage.
- e) The Insured Party or beneficiary may choose one of the following methods:
 - i) Receive the indemnity in cash for the damage incurred and included in the claim in accordance with the valuation conducted by the Insurance Company. In the case of partial loss, the indemnity shall consist of the value of spare parts and Mexican labor, plus applicable taxes.
 - ii) That the Insurance Company make the payment in accordance with the valuation authorized by said directly to the service provider within the Mexican Republic selected by the Insured Party or the beneficiary to repair the vehicle at an automotive repair shop with which the Insurance Company has agreements for such purpose and is available at the location closest to the place of the accident. The follow-up on the repair shall be the responsibility of the Insured Party or the beneficiary. The selected repair workshop shall

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be responsible for complying with the quality and service guarantees on the repairs made on the vehicle.

- iii) If the Insured Party opts to transfer the insured vehicle to an auto repair shop other than the one selected by the Insurance Company, the Insurance Company shall only pay on that count up to an amount equivalent to one month's minimum general salary valid in the Federal District of Mexico City at the date of the claim.
- iv) In the case of an incident that affects the coverage of special equipment, adaptations, and conversions, if the Insurance Company opts not to replace the assets affected, said party shall pay the corresponding indemnity in cash in accordance with the insured sum contracted for special equipment, adaptations, and conversions.
- v) Notwithstanding the stipulations set forth in the foregoing points, in the event of any damage that is not detected by the valuation, the Insured Party or beneficiary shall inform the Insurance Company and present vehicle for evaluation at the place indicated by the Insured Company in order to claim the corresponding indemnity, if applicable.

- f) In the event of total loss, that affects Section 1 "Material Damage" or Section 2. "Total Theft of the Vehicle," the Insured Party shall be paid indemnity up to the maximum liability limit of the Insurance Company in accordance with the stipulations set forth in Clause 2 "Maximum Limits of Liability."

- g) In the event of theft or other illegal act that may give rise to the claim pursuant to this Policy, the Insured Party shall notify the Mexican authorities immediately and cooperate with the Insured Company in the recovery of the vehicle or the amount of damage incurred. In all cases, the Insurance Company shall recognize or reject its liability within 30 days from the date of receipt of the complete documentation required.
 - h) If so requested, the Insured Party shall grant sufficient authority to the Insurance Company or its duly-appointed parties, to process on its own account and on behalf of the Insured Party, the defense or settlement of any claim or to pursue on behalf of the Insured Party, the claim for the indemnity for damage or any other claim against third parties.

The Insurance Company shall have complete liberty in the processing or settlement of any claim and the Insured Party shall be required to provide all information, reports, and supporting documentation required for such purpose.
 - i) Any assistance provided by the Insurance Company or its representatives to the Insured Party or third parties shall not be deemed as acceptance of the admissibility of the claim.
 - j) For due compliance with the provisions of Article 69 of the Insurance Contracts Law, the Insured Party shall be deemed to have complied with its obligations by providing the Insurance Company with all the documentation required.
 - k) Documentation required in the case of claim. The Insured Party shall be required to provide the following documentation:
 - Information on the report, including a certified copy of the criminal investigation, which confirms the report of the theft of the vehicle filed before the Public

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- Prosecutor's Office.
- The report of the theft of the vehicle, filed before the Federal Highway Patrol of the state in which the vehicle was stolen and the "courtesy" report of the vehicle theft filed before the Police Department of the state in which the vehicle is registered.
 - The original invoice of the insured vehicle duly endorsed to the Insurance Company in the event of total write-off.
 - For vehicles with foreign license plates, the document confirming the temporary importation of the vehicle and its legal entry into Mexican territory.

CLAUSE 11th MAXIMUM LIMITS OF LIABILITY.

The Insurance Company's limit of liability for each covered item shall be stipulated on the front page of the policy. Said limit represents the maximum amount or liability that the Insurance Company is obliged to pay or restore in the event of an incident.

INDEMNITY FOR MATERIAL DAMAGE:

PARTIAL LOSS:

In partial losses covered by material damage or total theft coverage, the Insurance Company's liability shall not exceed the actual value of the damage incurred at the date of the incident to the components of the insured vehicle, plus installation costs, in accordance with valid parts and labor costs in the Mexican Republic. Pursuant to the terms and conditions of this policy, the Insurance Company is not legally obliged to repair or replace vehicles in the United States of America.

In the event that the insured vehicle incurs damage the repair of which requires parts that are not available on the market, on making the cash indemnity payment, in accordance with paragraph **d)** of Clause 9a. - "Valuation and Indemnity Basis", the Insurance Company's liability shall be limited to paying the Insured Party the value of said parts in accordance with dealerships' price lists, plus installation costs, based on the cost of the labor contracted.

TOTAL WRITE-OFF: In the event of total write-off, that affects Section 1 "Material Damage" or Section 2. "Total Theft of Vehicle," the Insurance Company may opt to substitute or indemnify in cash in accordance with the insurance contracted. Once the indemnity is paid, the insurance shall automatically terminate.

COMMERCIAL VALUE. - The amount of the indemnity to be paid shall be determined based on value guidebooks published in the United States of America, such as the "Kelley Blue Book" and the "N.A.D.A." (National Automobile Dealers' Association) guide, valid at the time of the claim. The commercial value shall be considered as the highest of the "sale" values listed in said guides.

When the commercial value at the date of the claim is greater than the value stipulated on the front page of the policy used as a reference for the calculation of the premium on contracting the

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policy, the Insurance Company shall only be obliged to indemnify the damage up to the amount of the calculation of the premium, made by taking the value provided by the Insured Party as a basis.

In the case of "latest model" vehicles, at the time of the claim, the only value published in the guides shall be the "List Price." The commercial value shall be deemed as 93% of said value.

In the event that none of the aforementioned publications contemplates the insured vehicle, the parties may use other specialized vehicle value guides published at the date of the claim.

INVOICE VALUE. - The invoice value shall only be applicable to models no more than 12 months old. Indemnity shall be paid according to the total value stated in the vehicle's sale invoice.

AGREED VALUE. - The amount stipulated on the policy front page shall be indemnified. Said amount shall be supported by an expert appraisal.

THIRD-PARTY INDEMNITY:

In the case of Civil Liability Coverage for damage to third parties, "Civil Liability for Bodily Injury to Third Parties" and "Occupants' Medical Expenses," the Insurance Company's maximum liability shall be the insured sum stipulated on the front page of the policy. This amount shall be the maximum paid by the Insurance Company regardless of the number of persons covered and/or claims filed.

In accordance with the stipulation set forth on the policy front page, the insured sums may be contracted with a Single or Combined Limit. In all cases, if the limit of liability specified on the policy front page is a Single or Combined Limit for Civil Liability Coverage for damage to third parties and "Civil Liability for Bodily Injury to Third Parties" and "Medical Expenses", this shall be the Insurance Company's maximum limit of liability for damage incurred as a result of road traffic accidents.

CLAUSE 12th LOSS OF RIGHT TO INDEMNITY.

Without prejudice to the other exclusion clauses stipulated in this policy, if the claim filed by the Insured Party were inaccurate, malicious, fraudulent, in bad faith or with the intention of inducing the Insurance Company to error or if it conceals information, the Insured Party shall lose all right to indemnity payable in relation to this insurance.

The Insurance Company's obligations shall be extinguished:

1. If it is demonstrated that the Insured Party, Driver, Owner, Beneficiary or any representative thereof, conceal information or make false statements in order to induce the Insurance Company to error that may exclude or restrict the Insurance Company's obligations in accordance with the

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provisions set forth in Articles 8, 9, 10 and 47 of the Insurance Contracts Law.

2. In the event of fraud or bad faith on the part of the Insured Party, Driver, Owner, Beneficiary or representative thereof in any incident or claim.

3. If it is demonstrated that the Insured Party, Driver, Owner, Beneficiary or any representative thereof, for the purposes of leading the Insurance Company to error, fail to promptly provide the information requested by the Insurance Company about the facts relating to the incident to be used to determine the circumstances and consequences of the claim.

4. If the insured vehicle is used for any other purpose of service other than that specified on the policy front page that implies an aggravation of risk, in accordance with the provisions set forth in Article 52 and the first paragraph of Article 53 of the Insurance Contracts Law.

CLAUSE 13th SUBROGATION.

Pursuant to the provisions of Article 111 of the Insurance Contracts Law, once the corresponding indemnity has been paid, the Insurance Company shall be subrogated up to the amount paid to the Insured Party, as well as in terms of any action that may be brought against the parties responsible for the claim. If the Insurance Company so requests, the Insured Party shall confirm said subrogation by means of the public instrument at the cost of the Insurance Company.

If the Insured Party obstructs said subrogation due to acts or omissions, the Insurance Company shall be released from all or part of its obligations.

If the damage was only partially indemnified, the Insured Party and the Insurance Company shall agree to enforce their rights in the corresponding proportion.

The right to subrogation shall be inadmissible in the event that the Insured Party has a marital relationship, a direct relationship or any second-level or civil affinity with the party that caused or is civilly responsible for the damage.

CLAUSE 14th SALVAGE.

In accordance with the provisions set forth in Article 116 of the Insurance Contracts Law, in the event that the Institution indemnifies the actual value in accordance to an expert estimate, the Institution shall be entitled to make use of the salvage and any other assets recovered, excluding any uninsured special equipment.

CLAUSE 15th REDUCTION AND REINSTATEMENT OF INSURED SUM.

The insured sum shall be reduced in the same amount as the indemnities paid by the Insurance Company; however, the insured sum may be reinstated at the request of the Insured Party with the commitment to pay the corresponding premium.

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If the policy consists of various clauses, the reduction or reinstatement of the insured sum shall apply to the clause or clauses affected.

CLAUSE 16th APPRAISAL.

In the event of disagreement between the Insured Party and the Insurance Company on the amount of any loss or damage, the matter shall be submitted to the opinion of a single appraiser appointed by mutual, written agreement between the parties. In the event that the parties fail to agree on the appointment of one appraiser, each party shall appoint its own appraiser within 10 days from the date on which said appointment is required in writing. The two appraisers shall appoint a third appraiser in the event of disagreement in the opinion process.

If one of the parties fails to appoint its appraiser or simply fails to do so when required by the other party, or the appraiser fail to agree on the appointment of the third appraiser, if so required and at the request of either of the parties, the judicial authorities shall appoint the appraiser, the third appraiser or both, if so required.

The death of an individual party or the dissolution of a corporate party during the appraisal process shall not annul or affect the powers or authority of the appraiser or third appraiser, as applicable. If any of the appraisers or the third appraiser should die before judgment is handed down, a new appraiser shall be appointed by the corresponding party (the parties, the appraisers or the judicial authorities).

The expenses and costs of the expert opinion shall be payable by the Insurance Company and the Insured Party in equal proportion; however, each party shall cover the fees of their own experts.

The expert opinion referred to in this clause shall not imply the acceptance of the claim by the Insurance Company since its purpose is simply to determine the amount of loss that the Insurance Company may be eventually obliged to indemnify. The parties shall be at liberty to exercise and bring the corresponding actions and defenses in accordance with the provisions set forth in Article 118 of the Insurance Contracts Law.

CLAUSE 17th MORATORY INTEREST.

In the event that the Insurance Company fails to comply with its obligations as set forth in the insurance contracts when said obligations are legally enforced, said party shall be required to pay moratory interest in accordance with the provisions of Article 135 of the Insurance Companies' and Mutual Insurance Companies' Law, which is transcribed as follows:

- a) Obligations in Mexican Pesos shall be denominated in Investment Units at their value at their legal enforcement date and shall be payable in Mexican pesos at the value of Investment Units prevailing on the payment date.

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- b) The Insurance Company shall also pay moratory interest on the obligation to denominated in Investment Units in accordance with the provisions set forth in the preceding paragraph, the rate of which shall be the result of multiplying the term-deposit cost of liabilities denominated in Investment Units of Mexican full-service banking institutions, published by the Banco de México in the Federal Official Gazette by 1.25 for each month of default;
- c) When the main obligation is dominated in foreign currency, in addition to the payment of said obligations, the Insurance Company shall be required to pay moratory interest calculated by applying the percentage of multiplying the term-deposit cost of liabilities to denominated in US dollars of Mexican full-service banking institutions, published by the Banco de México in the Federal Official Gazette for each month of default to the amount of the obligation in question;
- d) In the event that the reference rates are not published for the calculation of the moratory interest referred to in points 1 and 2 of this clause, said interest shall be calculated by multiplying the substitute rate by 1.25 in accordance with the applicable provisions;
- e) In all cases, moratory interest shall be generated daily from the date on which the main obligation becomes legally enforceable to the day immediately preceding the payment date. In order to calculate moratory interest, the reference rates shall be divided between 365 and other result multiplied by the number of days of default.
- f) In the event of repair or replacement of the vehicle subject of the claim, the indemnity payable for default shall consist of the payment of applicable interest in the same currency as the main obligation in accordance with points 1 and 2 of this Clause and shall be calculated based on the amount of the cost of the repair or replacement;
- g) The creditor's rights to the indemnities established in this clause shall not be relinquishing. All agreements to extinguish or reduce said rights shall have no legal effect whatsoever. These rights shall arise from the simple expiration of the term stipulated by law for the enforcement of the main obligation, although not settled at that time. Once the amount of the main obligation has been established in accordance with the agreement reached by and between the parties or in the final court or arbitration ruling, the amount of indemnity stipulated in this Article shall be payable by the Insurance Company on the amount so determined of the main obligation, and
- h) If the claim is admissible in the respective legal proceedings even though the payment of the amount of indemnity stipulated in this clause has not been enforced, the court or arbitrator may require the debtor to pay these amounts in accordance with the preceding points, as well as the requirement to pay the main obligation.

CLAUSE 18th COMPETENCE.

In the event of disputes, the claimant may enforce its rights before the Insurance Company's Specialized Consultation and Claims Unit or before the National Financial Services Users' Protection and Defense Commission (CONDUSEF, initials in Spanish) pursuant to the provisions of Article 50 Bis and Article 68 of the Financial Services Users' Protection and

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Defense Law. In all cases, the claimant is entitled to opt to take claims before the aforementioned institutions or directly to court, within two years from the date of the original claim or in the event that the Insurance Company fails to satisfy the claimant's demands.

If the parties do not submit the claim to arbitration by CONDUSEF or by the party appointed by said institution, the claimant's rights shall be protected in order to be enforced before the courts. In the event that the claimant decides to bring legal action, said party may, at its entire discretion, determine the competent jurisdiction of said court by territory based on the address of the Insurance Company or any of the Departments of CONDUSEF, in accordance with the provisions set forth in Article 136 of the General Insurance Companies' and Mutual Insurance Companies' Law ".

CLAUSE 19th STATUTES OF LIMITATION.

In accordance with the provisions set forth in Article 81 of the Insurance Contracts Law, all actions arising from this insurance contract shall be limited to two years from the date on which said actions occurred, except in the exceptional cases stipulated in Article 82 of the aforementioned law.

“Article 82. - The term mentioned in the foregoing Article shall not apply in the event of omissions, false or incorrect statements made about the insurance risk; it will run from the date on which the insurance company becomes aware of the incurred, and in the event of an incident from the date on which the interested parties become aware of it, being required to demonstrate that they were not aware of its realization up to that time. In the case of third-party beneficiaries, these must be informed of their rights.”

The limitation shall be interrupted not only by ordinary causes, but also by the causes stipulated by the Financial Services Users' Protection and Defense Law.

CLAUSE 20th DIRECT COMMISSION AND CONSIDERATION.

During the term of the policy, the contracting party may request the Insurance Company to inform in writing of the percentage of the premium payable to the insurance broker as a fee or direct compensation for their participation in the execution of the contract. The Insurance Company shall provide this information either in writing or electronically within 10 business days following the receipt of the request.

CLAUSE 21st ACCEPTANCE OF CONTRACT. INSURANCE CONTRACT LAW

Article 25 of the Insurance Contract Law.- In the event that the content of the policy or its modifications do not agree with the insurance offer, the Insured Party may request the corresponding correction within 30 days of receiving the policy. Once this term has elapsed, the stipulations of the policy or its modifications shall be deemed as accepted.

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LANGUAGE. The Spanish-language version of this contract shall be taken as the basis for the interpretation and compliance of its terms and conditions. The English-language version is provided as a courtesy.

The Contractual Documentation and the Technical Note pertaining to this product are registered before the National Insurance and Bonding Commission in accordance with the provisions set forth in Articles 36, 36-A, 36-B and 36-D of the General Insurance Companies' and Mutual Insurance Companies' Law under record number S0025-107-2009.

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DEFINITIONS

For the purposes of this policy, the parties agreed to adopt the following definitions:

Policy. - The document that regulates the contractual relationships agreed by and between the Insurance Company and the Contracting Party. The insurance application, the front page and the general insurance conditions form an integral part of the policy, as well as the particular conditions and endorsements attached thereto to modify or specify the contractual basis.

Insurance Company. - Zurich Compañía de Seguros S. A. A company authorized by the Ministry of Finance and Public Credit that assumes through the payment of the insurance premium the indemnity for damage caused by the risks covered in the front page of the policy, in accordance with the applicable general conditions.

Contracting Party. - The individual or company whose insurance application has been accepted by the Insurance Company based on the information and report provided who therefore signs the insurance contract and assumes the obligations arising there from, with the exception of the obligations that expressly correspond to the Insured Party or the Beneficiary.

Insured Party. - The individual or company that holds the interest exposed to the risk and to whom the rights and obligations arising from the contract correspond, if applicable.

Preferential Beneficiary.- The "Company" that will be paid the indemnity in the first term up to the amount of the insurable interest of the insured unit in the event of the total write-off of the insured vehicle provided that the indemnity is admissible pursuant to the terms and conditions of this contract.

Insured Vehicle. - The motor vehicle described on the policy front page, including the parts and components fitted originally by the manufacturer for each model and specific type available on the market, provided that the vehicle is legally registered in Mexico.

Incident. - An event provided for in the contract, the result of which is covered by the policy up to the Maximum Limit of Liability contracted.

Beneficiary- The party appointed by the contract holder to exercise the contractual rights before the Insurance Company or the Mutual Insurance Company in the event of the death of the contract holder.

Final Beneficiary. - The party which, through another, obtains the benefits arising from a contract or transaction. The term also applies to the parties to exercise final control over a company or a legal agreement, such as trust beneficiaries or principals of mandates or commissions;

Non-hazardous merchandise. - Merchandise with a low level of danger.

Hazardous merchandise .- Including but not limited to heavy machinery, vehicles transported on trucks, tree trunks or lumber, rolls of paper, wire or cable for industrial use, posts, rods, steel girders, materials, parts or modules for the construction industry and standing livestock.

Very hazardous merchandise. - Including but not limited to all types of gas, inflammable liquids, organic oxidants and peroxides and radioactive substances.