

TOURIST MOTOR INSURANCE

General Conditions

December 2019

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Definitions of General Conditions

For the purposes of this Policy, the parties agree to adopt the following definitions:

Breach of Trust

The offense consisting of someone, to the detriment of another (the owner of the vehicle), uses the insured vehicle of which the holding but not the ownership has been transferred, either personally or allows a third party to use it.

Adaptations and/or Conversions

All modifications or additions to the bodywork, structure, paintwork, mechanism and/or apparatus required by the vehicle for its operation shall be considered as adaptations and/or conversions.

Specific coverage is required; therefore, the description of the insured assets and the insured sum of each one must be entered in an exhibit attached to and that forms an integral part of the Policy.

Aggravation of Risk

Any act that increases the risk insured, as well as and the possibility of a more severe loss.

The aggravation of risk in insurance is regulated by the Insurance Contracts Law, in its **Articles 52 and 53¹**.

Insured

The individual or company that holds the interest exposed to the risk, if applicable, the rights and obligations derived from the insurance contract.

Jurisdictional Authority

The person or institution with jurisdiction over certain liabilities and obligations.

Preferential Beneficiary

The individual or company that will be indemnified in the first instance and up to the amount of the insurable interest on the unit in the event of the write-off or the total theft of the vehicle insured, provided that the indemnity is admissible in the terms of this contract.

The preferential beneficiary may be single and irrevocable and may be confirmed in writing either in the Policy summary or the endorsement.

Service Center

The workshop that has the equipment necessary and suitable to assess, repair and/or recondition the insured unit.

Collision and/or Rollover

The impact, in a single event, of one vehicle with one or more objects, including the vehicle itself and that, as a result, causes material damages.

Driver

Any individual that drives the insured vehicle.

Policyholder

The individual or company whose application has been accepted by Zurich based on the information and reports provided, and therefore enters into the insurance contract and assumes the obligations stipulated therein, with the exception of those that apply expressly to the Insured Party or the Beneficiary.

¹ Clause 22 a of the General Conditions. *Legal Framework*.

Acquisition Cost

This cost is defined as the cost necessary to sell an insurance product, for example, the commissions described in Commission 20 "Direct Commission and Consideration".

Deductible

The amount that is invariably payable by the Insured Party and is deducted from the indemnity paid in each claim. Its amount is calculated by applying the percentages or amounts specified in the Policy Summary in accordance with the terms and conditions described in each coverage.

Disappearance

The disappearance of the vehicle and/or the driver without any explanation or apparent cause.

Rod Breakage

Rod Breakage shall be understood as the breakage, bending or damage suffered by some or all of the internal components of the engine as a result of a claim.

Mechanical Break-Down and Fault

All damage, breakage and/or event of force majeure that prevents the normal operation of the insured vehicle.

Ownership Documents

The original invoice or instrument that proves the ownership of the insured vehicle.

Special Equipment

Special equipment is considered to be any part, accessory or sign installed on the insured vehicle at the express request of the purchaser or owner of the vehicle, in addition to the parts or accessories fitted by the factory originally to each specific model and type available on the market.

Specific coverage is required; therefore, the description of the insured assets and the insured sum of each one must be entered in an exhibit attached to and that forms an integral part of the Policy.

For the purposes of this Policy, armor is considered to be special equipment when it is not installed by the factory as original and line equipment for the specific model and type of the unit available on the market.

State of Inebriation

The driver shall be understood to be in a state of inebriation when said party is intoxicated due to the ingestion of alcoholic beverages, regardless of the level of intensity and provided that a legally authorized doctor has issued an opinion for such purpose.

Extortion

When a persona obliged hand over the vehicle and/or assign the rights to it to another person or institution by force, under threat or blackmail.

Family

The term "Family" shall refer to the Holder, the spouse and children under 24 years of age that depend economically on the Holder and reside with him or her at his or her Permanent Residence.

Fraud

In accordance with the provisions of Article 386 of the Federal Criminal Code, the crime of fraud consists of one person deceiving another in order to take advantage of the latter's error to gain an illegal benefit or earn illegal income.

In general, it is the situation that arises when the Insured Party itself has procured the occurrence of the claim intentionally or has exaggerated its consequences in order to gain an illegal benefit through the payment of an indemnity by the Insurer. Broadly speaking, fraudulent conduct is any conduct that goes against the principle of good faith. The discovery of fraud, apart from the criminal consequences that may be imposed on the perpetrator, the Policy shall also be rescinded and all rights to indemnity shall be forfeited.

Fire

The uncontrolled break out of fire that causes material damages to the insured vehicle.

Flooding

Flooding is the cause by which the vehicle suffers direct physical damage to its bodywork and/or interior due to the entry of water from the outside other than that necessary for its operation and functioning, due to causes beyond the control of the Insured Party or the Driver.

S.C.L. (Single and Combined Limit)

When coverage is contracted under a maximum limit of liability for Zurich, with the legend SCL (Single and Combined Limit), to cover one or several risks, the limit contracted will operate in combination when one or several risks are affected at the time of a claim without the maximum limit of liability for Zurich, exceeding the single amount contracted.

Profit

Earning, benefit or income obtained from a matter or business.

Vehicle Occupant

All persons physically inside the passenger compartment, cab or cabin destined to the transportation of persons inside the insured vehicle at the time of a road traffic accident.

Partial Loss

Claims are considered to be partial losses when the amount required to repair the damage caused to an insured vehicle, including labor, spare parts and materials, according to the appraisal conducted by Zurich, does not exceed 75% of the maximum limit of liability for Zurich contracted.

Write-off

Claims are considered to be write-offs when the amount required to repair the damage caused to an insured vehicle, including labor, spare parts and materials, according to the appraisal conducted by Zurich, exceeds 75% of the maximum limit of liability contracted.

When the amount of said damage is within a range of 51% and 75% of the maximum limit of liability contracted, claims may be considered to be write-offs at the request of the Insured Party. The documentation necessary to indemnify a write-off must be as applicable in accordance with the Current Local and Applicable Legislation.

Policy

The policy regulates the contractual relationships agreed by and between Zurich and the Policyholder. The insurance application, the summary and the General Conditions, as well as the specific Conditions and endorsements attached to modify or specify the bases of the contract are an integral part of the Policy.

Total Premium

The amount payable by the Insured Party to Zurich as a consideration for the risk assumed by the latter. Aside from the issuance duties, the receipt will contain the legally-applicable taxes and the financing costs, if any, for the installment payments of the premium.

Salvage

Salvage shall be understood as the remains of the insured vehicle following a write-off claim for material loss or total theft, the rights of which have been subrogated to Zurich in accordance with the terms of **Article 111** of the Insurance Contracts Law¹. Salvage shall also be understood as the vehicles declared write-offs by other insurance companies and sold by them.

Claim

The incident or event provided for in the insurance contract, the occurrence of which generates the obligation for Zurich to repair or pay the indemnity up to the maximum limit of liability contracted

¹ Clause 22 a of the General Conditions. *Legal Framework*.

Third Parties

The persons involved in the claim who are entitled to indemnity under the coverage of this Policy, but are not the Policyholder, the Insured Party, the Traveler, the Occupants or the Driver of the insured vehicle at the time of the claim.

Terrorism

The acts of a person or persons, either alone or on behalf of others or in connection with any organization, performed by force, violence or with the use of any other means with political, religious, ideological, ethnics or any other objective, aimed at influencing or pressuring the government into taking a decision or trying to undermine the authority of the state.

Direct and indirect material loss or damage that, with a mediate or immediate origin, result from the use of explosives, toxic substances, firearms or any other violent means against persons, articles or public services and that, faced with the threat or the possibility of repeat, the sounding of an alarm, fear, terror or unrest among the population or in a group or sector thereof to disturb the peace.

UMU (Unit of Measure and Update)

The counting unit, index, base, measurement or reference used to calculate the amount of the payment of an obligation, as published by the National Geographical Statistics and Information Institute (Instituto Nacional de Estadística y Geografía INEGI). The updated value can be consulted at www.inegi.gob.mx

Use of the Insured Vehicle

The use given to the vehicle covered by the insurance.

The use of the vehicle for any purpose than that specified in the Policy Summary shall be considered to be an aggravation of risk; therefore, Zurich shall be authorized to rescind the contract or rule claims under this circumstance as inadmissible.

Private Use

The non-commercial transportation of passengers. This applies exclusively to vehicles of up to 3.5 tons' capacity.

Commercial Use

Commercial or for-profit passenger or cargo transportation or the provision of public, private or emergency services.

The commercial use intended for the vehicle must be specified in the Policy Summary and may be any of the following:

Driving Schools

When the insured vehicle is used to teach people to drive automobiles.

Private Chauffeur

The use given to the vehicle to render transportation services to private individuals, whether in service or not.

Collections

Vehicle used to perform money collection tasks.

Emergency

Vehicle used to transport persons involved in accidents or incidents. These generally form part of hospitals, municipal and state governments or similar entities.

Escorts

Vehicles used to render private security services for the protection of individuals.

Tow-trucks

Vehicles used to tow or move other vehicles, and therefore must be fitted with the machinery suitable for said purpose (crane or platform).

Car Transporter

A truck used to transport vehicles and thus must be designed with a metallic structure for such purpose.

Messengers or Couriers

Vehicles used to transport and distribute merchandise, deliver packages, or documents to people, companies or institutions. Applies to all tonnages.

Motor home

Motor homes are vehicles that have the basic furniture, like a house or home, to be used as traveling residences.

Removal Vans

Vehicle used to transport furniture or furnishings in general.

Patrols

Vehicles used to render public security, regulation and traffic and/or rescue services and are adapted for such purpose with turrets, sills, signage and other accessories.

Federal Public Transport

Vehicles used to transport cargo, which have permits issued by the jurisdictional authorities and that comply with the respective local and/or Federal legislation.

Private Security

Vehicles used to render private security, regulation and traffic and/or rescue services and are adapted for such purpose with turrets, sills, signage and other accessories.

Supervision

Vehicles used to supervise specific places, patrol, check on installations and supervise security guards on duty, but not perform public patrol and/or security activities.

Taxi

Vehicles used for public passenger transportation with no specific routes in which the third party or user pays a fare to the driver of the vehicle in exchange for the service rendered. The vehicle may or may not be adapted or identified with accessories for said purpose.

Merchandise Transportation

Vehicles used to transport merchandise or any types of commercial articles from one place to another.

Securities Transportation

Vehicles used to transport money and valuables.

School and/or Employee Transportation

Vehicles used to transport students and/or employees from one place to another.

Public Passenger Transportation

Vehicles used to transport people and are available to the general public in which users pay a fare for the transportation service from one place to another.

Gas Transportation

Vehicles adapted for the transportation of gas in its different distribution methods.

Tourism

Vehicles used to transport people in tourism services.

Utility Vehicle

Vehicles owned by companies and used as working tools.

Vandalism

Vandalism and acts of vandalism are considered as actions committed by persons with bad intentions in order to cause damage to insured vehicles, either as individuals or groups.

Insured Vehicle

The automotive unit described in the Summary of this Policy, including the parts or accessories fitted to each specific model or type offered on the market by the manufacturer, provided that said unit is manufactured in the United Mexican States or is in the country legally.

Rental Vehicle

Vehicles used to rent to third parties for short or long periods for private service.

Resident Vehicles

Vehicles manufactured in the United Mexican States and those manufactured abroad and are in the country legally following permanent importation.

Tourist Vehicle

Vehicles not resident in Mexico, the invoice of which is issued by a foreign dealer and enters the country with a temporary importation permit.

Zurich

Zurich Compañía de Seguros S.A., the company authorized by the Ministry of Finance and Public Credit, which through the payment of a premium as a consideration, assumes the obligation to indemnify the damage caused by the risks covered in the Policy Summary subject to the General Conditions and up to the insured limits.

PREAMBLE

Zurich Compañía de Seguros S. A., hereinafter referred to as “**Zurich**”, and the Insured Party have agreed that the coverage contracted will be as stated in the Policy Summary. **As a consequence, risks not indicated as covered shall not be valid or effective between the parties, even though they are consigned and regulated in these General Conditions** under the coverage and with the maximum limits of liability indicated in the Policy Summary.

Specifications of Coverage

Zurich will only cover the expenses of damage caused by the risks specified in the Material Damages and Total Theft coverage that exceed the amount of deductible mentioned in the Policy Summary.

Section 1 – Material Damages

- a) Collision and Rollover
- b) Breakage of glass, removal and theft of glass, windshields, side windows, quarter-lights, rear window and sunroofs.
- c) Damage caused by the transportation of the insured vehicle: stranding, sinking, fire, explosion collision or rollover, derailment or falling from the means of transportation, as well as falling from same during loading, transportation and unloading maneuvers and the contribution by the gross average and salvage loads.
- d) Fire, lightning and explosion.

- e) The acts of persons participating in stoppages, rallies, strikes, worker disturbances or of ill-intentioned persons or result from the means of repression by the authorities legally recognized that intervene in said acts based on their functions or are caused by the means of repression by the authorities legally recognized based on their functions **are expressly excluded from damage caused by vandalism.**
- f) Cyclone, hurricane, tornado, hailstorm, earthquake, volcanic eruption, avalanche, flooding due to the overflow of rivers, lakes or estuaries, **with the exception of seawater**; land or rock slides, the falling or collapse of constructions, buildings, structures and similar objects and the falling of trees or branches.
- g) Moving Expenses. If the claim is to be indemnified in the terms of this Policy, Zurich shall pay the towing expenses necessary to move the insured vehicle within the Mexican Republic to the place where, at the discretion of Zurich, it is to be repaired. Zurich shall also pay the expenses of the maneuvers necessary to prepare the insured vehicle for towing, up to a maximum limit of US \$500.00 (**Legal currency in the United States of America.**)

Section 2 – Total Theft

If this coverage is contracted and appears as covered in the Policy Summary, the Total Theft of the Insured Vehicle and the Material Damages suffered as a result of its Total Theft will be covered. **Partial Theft is expressly excluded.**

Obligatory deductible for Sections 1 and 2:

Section 1. Material Damages, sub-sections a), b), c), d), e) and f), as well as Section 2. Total Theft, both, shall be contracted with the invariable application, in the event of a claim, of an amount payable by the Insured Party, known as Deductible. This obligatory deductible will be applied for each indemnifiable accident and for each insured vehicle in the terms established in the sections mentioned here. The deductible may be set as a percentage or a fixed amount, at the choice of the Insured Party.

In the case of a deductible set as a percentage, the amount will be the result of applying the percentage stipulated in the Policy Summary to the value contracted of the vehicle on the date of the claim. The minimum deductible set, in this case, for automobiles or any other type of vehicle, shall also be stipulated in the Policy Summary.

In the case of fixed deductible, the amount payable by the Insured Party shall be stipulated in the Policy Summary.

Exemption from Deductible.

Zurich agrees to exempt the Insured Party from the payment of the obligatory deductible only in collision and rollover coverage when it can be demonstrated that the accident of collision was caused by a fully-identified third party and is corroborated by the written report issued by the Mexican jurisdictional authorities. The exemption shall apply even though said third party does not have an insurance policy that covers its liability in the accident. The Insured Party shall be obliged to cooperate fully with Zurich to uphold the right to obtain subrogation against the third party liable in order to recover the amount of damage caused. Incompliance by the Insured Party of the aforementioned shall render the exemption from deductible void.

Section 3 – Civil Liability for Third-Party Property Damage

If this coverage is contracted and appears as covered in the Policy Summary, it covers the Legal Civil Liability, as established by the current laws of the United Mexican States, in which the Insured Party or any person incurs who, with their express or tacit consent, uses the insured vehicle and that as a consequence of said use causes material loss of third-party property.

The Civil Liability caused by the first trailer shall also be covered, provided that it is towed by the insured vehicle using the devices and mechanisms designed for said purpose. **Unless agreed otherwise, the Civil Liability caused by the second trailer shall not be covered. For other types of vehicle, this coverage shall be void if the vehicle tows any trailer not specified in the Policy.**

Exemplary, punitive moral and consequential damages, regardless of their denomination, shall be expressly excluded.

Section 4 – Civil Liability for Third-Party Personal Damage

If this coverage is contracted and appears as covered in the Policy Summary, it covers the Legal Civil Liability, as established by the current laws of the United Mexican States, in which the Insured Party or any person incurs who, with their express or tacit consent, uses the insured vehicle and that as a consequence of said use causes bodily injury or the death of third parties, including indemnity for legally related moral damage.

Without exceeding the limits of the insured sum stipulated in the Policy Summary for this section, Zurich shall make the following payments:

- a) Medical expenses disbursed for first aid.
- b) Treatment and/or funeral expenses, if applicable, of third parties injured or killed by the insured vehicle.
- c) The legal indemnity that must be paid for death or permanent or temporary total or partial incapacity, as applicable.
- d) The expenses and costs that the Insured Party or Driver is order to pay in the event of Civil Liability litigation.

The Civil Liability caused by the first trailer shall also be covered, provided that it is towed by the insured vehicle using the devices and mechanisms designed for said purpose. **Unless agreed otherwise, the Civil Liability caused by the second trailer shall not be covered. For other types of vehicle, this coverage shall be void if the vehicle tows any trailer not specified in the Policy.**

The following are expressly excluded:

- 1. Exemplary, punitive moral and consequential damages, regardless of their denomination.**
- 2. Injury to the Occupants of the insured vehicle.**

Section 5 – Occupants' Medical Expenses

The payment of medical expenses disbursed for hospitalization, medical attention, nurses, ambulance services and funeral expenses causes by bodily injury suffered by the Insured Party or any occupant of the insured vehicle in accidents involving the vehicle while traveling inside the passenger compartment, cab or cabin. The Policy covers the following medical expense items:

- a) Hospitalization.- hospital meals and room, physiotherapy, hospitalization expenses and in general, the drugs and medicines prescribed by a doctor.
- b) Medical attention.- the indispensable medical services provided by professionals legally authorized to exercise their respective professions.
- c) Nurses.- the cost of services of qualified or licensed nurses.
- d) Ambulance service.- expenses disbursed for the use of an ambulance, when indispensable.

- e) Funeral expenses.- in the event of the death of any of the occupants of the insured vehicle, the funeral expenses incurred considering a maximum of 25% of the insured sum per occupant, without exceeding the maximum limit of liability per occupant. These expenses shall be reimbursed against the requirements vouchers that meet the fiscal requirements.

All invoices must consider the following data:

ZURICH COMPAÑIA DE SEGUROS S.A.
Federal Taxpayer's Registration Number (RFC): ZSE950306M48
Address: Toreo Parque Central, Torre B, Piso 20
Boulevard Manuel Ávila Camacho No. 5, Col. Lomas de Sotelo,
Naucalpan de Juárez, Estado de México C.P. 53390

If the number of occupants injured in the accident exceeds the maximum number of insured persons, the limit of liability per person will be reduced proportionally.

Zurich shall pay the expenses mentioned until the insured sum for each occupant is exhausted, with the stipulation that Zurich's obligation shall cease automatically when the effects of the injury disappear or on the death of the injured party(ies), or after one year has elapsed from the date of the accident.

Maximum Limit of Liability

Zurich's maximum limit of liability under this section shall be stipulated in the Policy Summary.

Section 6 – Risks and assets not covered by the contract that may be covered by express covenant.

- a) **Zurich shall be liable for any loss or damage caused by using the insured vehicle for any purpose or service other than that stipulated in the Policy that implies an aggravation of risk, or for the loss or damage caused to an asset or risk not specified in the Policy.**
- b) **The loss or damage caused by said asset or for the loss or damage caused by a risk not covered by the Policy, unless an express covenant has been signed by and between Zurich and the Insured Party.**
- c) **The Insured Party shall be obliged to pay the respective premium on contracting any of the coverage items specified in this section, as well as providing Zurich with the information on the nature and characteristics of the assets to be covered.**
- d) **The contracting of each coverage must be confirmed in the Policy Summary.**

Section 6.1 Special Equipment.

In the case of sections 1. Material Damages and 2. Total Theft, the special equipment installed in the insured vehicle may also be covered by the policy through express covenant and the payment of the respective additional premium to cover the material loss or total theft of same as a result of risks described in said sections.

For the purposes of this Policy, special equipment shall be considered as any part, decal, accessory (radio, clock, fog and search light, exterior mirror, visor and other accessory), including armor installed in the vehicle at the express request of the purchaser or owner in addition to the parts or accessories fitted by the factory originally to each specific

model and type available on the market. Equipment fitted by the factory as original and standard to each specific model and type available on the market shall not be considered to be special equipment.

The description of the insured assets and the insured sum for each shall be entered in an Exhibit to be attached and form an integral party of the Policy; otherwise, they shall not be deemed to be covered.

This coverage is contracted with the invariable application of a deductible equivalent to 25% of the insured sum of the assets affected by a claim and were covered by the Policy, unless stipulated otherwise in the Policy Summary. **Special equipment without purchase invoices shall not be covered.**

Section 6.2 Adaptations and Conversions.

Pursuant to sections 1. Material Damages and 2. Total Theft, adaptations and conversions installed in private or commercial vehicles may be covered through express covenant and the payment of the respective additional premium to cover the material loss or total theft of same as a result of risks described in said sections.

Maximum Limit of Liability

The limit of liability shall be stipulated in the Policy Summary and shall operate as a single insured sum and under no circumstance shall the amount of indemnity exceed the commercial value of said asset on the date of the claim. If contracted and if it appears in the Policy Summary as covered, the Civil Liability for Third-Party Personal Damage shall be extended to cover losses caused by the adaptation and/or conversion made to the insured vehicle. The deductible and the maximum limits of liability for this item shall be as contracted in the Civil Liability for Third-Party Personal Damage coverage as described in the Policy Summary.

The percentage of the deductible selected by the Insured Party for the Material Damages and Total Theft coverage shall be added to the value of the adaptation and/or conversion, depending on the coverage affected and the type of loss of the insured vehicle. **Adaptations and/or conversions without purchase invoices shall not be covered.**

The description of the insured assets and the insured sum for each shall be entered in an Exhibit to be attached and form an integral party of the Policy; otherwise, they shall not be deemed to be covered.

Section 6.3 Trailers and Boats.

Pursuant to sections 1. Material loss and 2. Total Theft, the following may be covered may be covered through express covenant and the payment of the respective additional premium:

Trailers, caravans and/or boats shall be considered covered only if they are stipulated in the Policy Summary and provided that they are towed by the insured vehicle using the devices and mechanisms designed for said purpose. The characteristics of these types of units and their commercial value must be stipulated in the Policy Summary.

1. The term "trailer" shall be understood as a unit generally used to transport machinery or equipment and/or merchandise, and is hitched to the insured vehicle or towed by another motor vehicle.
2. "Trailer" shall also be understood as a unit generally used to transport luggage and is towed by a motor vehicle.
3. The term "caravan" shall be understood as a type of mobile home including all its standard fixtures and fittings, but excluding household utensils and personal items. Household utensils shall be understood as the items and articles, either new or used, in the quantities and with the characteristics that lead them to be determined as being for domestic use.

4. The term "boat" will be understood as the vessel specified in the Policy Summary and the platform or trailer on which the boat is mounted and towed as a single unit.

Trailers, caravans and boats shall be covered against the same risks and for the time contracted in the Policy of the vehicle used to tow them, while they are hitched to the insured vehicle that tows them.

However, the trailers, caravans and/or boats shall be covered for material loss and total theft when they are parked without being hitched to the motor vehicle.

Specific Exclusions:

- a) **This insurance does not cover medical expenses for injuries suffered by occupants inside the trailer, caravan and/or boat.**
- b) **Boats are covered only while on land for the same risks and times contracted in the Policy. Zurich's liability ceases at the time the boat is unhitched from the vehicle. The damage caused to or by the boat during loading and unloading maneuvers onto and from the trailer or platform is excluded.**

Obligatory Deductible

Trailers, caravans and boats shall be subject to deductible, by unit, applicable in sections 1 and 2 of these General Conditions.

With regard to Section 3. Civil Liability for Third-Party Property Damage and Section 4. Civil Liability for Third-Party Personal Damage, shall not imply an increase in the insured sums, but only the extension of the insured Sums covered by the policy with the application of a surcharge to the respective premium.

Section 6.4 Vandalism.

If this coverage is contracted and appears as covered in the Policy Summary, pursuant to Section 1 – Material Damages, sub-section e) strikes, the material damages caused to the insured vehicle by vandalism may be covered by express covenant and the payment of the respective additional premium. For the purposes of this coverage, an act of vandalism shall be understood as any intentional and malicious act committed by one or several persons that result in damage to the insured vehicle with no other intention than to destroy it.

Breaking-into the insured vehicle and/or trailer by force to steal the contents shall not be considered to be vandalism.

It is the Insured Party's obligation to report the incident to Zurich, follow its instructions and file the respective claim together with the Material Loss report prepared by the jurisdictional authorities, as well as any other additional documentation requested by Zurich.

Maximum Limit of Liability

The maximum limit of liability for this coverage is stipulated in the Policy Summary.

Deductible

The deductible contracted and stipulated in the Policy Summary shall invariably apply to all claims that affect this coverage.

Section 6.5 Partial Theft

Pursuant to Section 2. Total Theft, through express covenant and the payment of the respective additional premium, the theft of parts and accessories installed as original equipment both in the interior and exterior of the insured vehicle may be covered, provided that the loss is not the result of the Total Theft of the vehicle and there are signs of break-in from outside the vehicle to conduct the Partial Theft of parts from the interior and signs of violence to steal exterior parts.

It is the Insured Party's obligation to file the respective claim together with the Material Loss report prepared by the jurisdictional authorities, and provide the documentation required to clearly demonstrate the insurable interest.

All sound, video and recording equipment, such as AM/FM, CB, UHF and VHF radio, CD, TV, video game consoles not fitted in the factory shall be excluded. This list is an example without limitation and covers any personal items belonging to the Driver or third parties inside the insured vehicle.

Maximum Limit of Liability

The limit of liability for this coverage is stipulated in the Policy Summary.

Deductible

The deductible contracted and stipulated in the Policy Summary shall invariably apply to all claims that affect this coverage.

Section 6.6 Payment of Labor.

Notwithstanding the provisions of Clause 11. Maximum Limits of Liability, the Insured Party and Zurich may agree the payment in US dollars (**legal currency in the United States of America**), as well as the number of hours of labor necessary to repair the partial material damage incurred by the insured unit within the Mexican Republic, covered and admissible pursuant to Sections 1. Material Damages or 2. Total Theft, when the Insured Party opts to receive the indemnity for the damage caused in cash, in accordance with the valuation conducted by Zurich, pursuant to Clause 10. Bases for the Valuation and Indemnity of Damage.

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

- a) Report the loss within the Mexican Republic,
- b) Take the unit to the place indicated by Zurich to the valuation of the damage.
- c) Confirm in writing their wish to repair the insured unit in the country of origin, accepting that the repair of the unit, as well as any aggravation of the damage that arises from the damage incurred by the insured vehicle shall remain under their total and absolute responsibility.

Zurich shall proceed, in all cases, to make the adjustment and valuation of the damage occurred in order calculate the amount of indemnity, as well as the number of hours of labor necessary for the repair. The amount payable per hour is US\$50.00 (**legal currency in the United States of America**) for automobiles, US\$60.00 (**legal currency in the United States of America**) for other types of private units up to 3.5 tones and US\$70.00 (**legal currency in the United States of America**) for motor homes.

Zurich's liability is extinguished once the payment for the damage and labor is made against the Insured Party's signature of the respective settlement.

The payment of the labor hours in US Dollars (**legal currency in the United States of America**) shall not be admissible when the Insured Party returns to its country of origin without having fulfilled the obligations stipulated in Clause 8.
Claims

Section 6.7 Extension of Civil Liability.

If this coverage is contracted and appears as covered in the Policy Summary and with the obligation to pay the additional premium, the Civil Liability that may be caused by the first individual Policyholder, whose name appears in the Summary, to third parties directly or to their property, may be covered under the same bases, limits and conditions stipulated for the coverage of sections 3 and 4 when said holder is driving any other private third-party vehicle similar in class, type and weight to the insured vehicle, but not exceeding 3.5 tons.

This coverage extension shall never substitute or run concurrently with any other insurance against the same risks on the unit claimed because it shall operate in excess of the coverage or due to its nonexistence.

Exclusions

This coverage extension shall not operate when:

a) The individual Policyholder:

- 1. Is driving a unit weighing more than 3.5 tons, a bus or any other passenger or cargo transportation vehicle or a vehicle with a use other as a private automobile.**
- 2. Is driving a unit towing a trailer or boat, unless by express covenant.**

b) The Policyholder is a company.

c) The damage caused to the vehicle driven by the Insured Party.

Section 6.8 Civil Liability for Damage caused by Cargo.

If this coverage is contracted and appears as covered in the Policy Summary, the Civil Liability for damage caused to third parties directly or their property by the Insured Party by the cargo being transported, provided that.

1. The vehicle is intended for the transportation of merchandise.
2. The cargo is aboard the insured vehicle, in the case of trucks and in the case of tractor-trailers, on the trailer, in the box or on the platform.
3. At the date of the claim, the cargo matches the classification and type of merchandise declared in the insurance application and in the Policy Summary:

The classification of the cargo is established in the following scheme, which includes but is not limited to:

- a) Type-A Cargo.** Merchandise with a low level of risk in its transportation: clothing, toys, plants, pharmaceutical products and foodstuffs.

- b) **Type-B Cargo.** Hazardous merchandise during transportation: heavy machinery, vehicles, lumber, paper rolls, posts, rods, steel girders, standing livestock, soft drinks.
- c) **Type-C Cargo.** Highly hazardous merchandise during transportation: toxic and/or corrosive substances and/or products.

Maximum Limit of Liability

Zurich's limit of liability for this coverage is stipulated in the Policy Summary and is the same the coverage contracted for Sections 3 and 4.

Coverage Exclusions Civil Liability for Damage caused by Cargo:

- a) **Damage caused during loading and/or unloading maneuvers.**
- b) **Damage caused by cargo not in the classification declared.**
- c) **Damage to the cargo itself.**
- d) **Ecological damage caused by the cargo to the nation or to the eco-system.**
- e) **When at the date of the claim, the cargo transported by the insured vehicle is of a type with a greater level of risk than that declared in the insurance application, and**
- f) **The Civil Liability incurred by the Insured Party or any person who, with their express or tacit consent, uses the insured vehicle and that as a consequence of said use causes Material Damage to third-party property and/or bodily injury or the death of third parties, including indemnity for legally related moral damage.**

General Conditions

Clause 1. General Exclusions

Under no circumstances will this insurance cover:

1. **Civil Liability for the death or bodily injuries suffered by the Driver of the insured vehicle or any other occupant thereof, except the medical expenses covered in the medical expenses for occupants section.**
2. **The liability for intentional crimes against the Owner or the Driver of the vehicle.**
3. **Civil Liability for running over of persons related to or in the service of the Insured Party.**
4. **Road traffic injuries or accidents caused by the Driver when the vehicle is used to commit suicide or any attempt to commit suicide or self-injury, even though the Driver is in a state of incurable 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 incurred in criminal proceedings filed due to accident, the cost of bond, fines or sureties of any kind, as well as sanctions or any other obligations other than the repair of the damage. Punitive or exemplary damage, moral damage.**
6. **The damage incurred by or caused by a vehicle driven by a person who does not hold a valid driver's license equivalent to the license used in Mexico of the appropriate type to drive the insured vehicle, issued by the jurisdictional authority unless fault, lack of expertise or severe negligence cannot be attributed to the Driver in the occurrence of the claim. For the purposes of this Permit, driving permits shall be considered as licenses.**
7. **When the insured vehicle is driven by a person in a state of inebriation or under the influence of drugs not prescribed by a doctor, unless fault, lack of expertise or severe negligence cannot be attributed to the Driver in the occurrence of the claim. The driver shall be understood to be in a state of inebriation when said party is intoxicated due to the ingestion of alcoholic beverages, regardless of the level of intensity and provided that a legally authorized doctor has issued an opinion for such purpose.**
8. **When the Insured Party and/or the Driver, having used the coverage of the bond guaranteed to obtain their liberty, returns to their place of origin without having cooperated with Zurich in complying with the obligation to attend the meetings required by the authorities in person during the legal proceedings brought against them following an accident, all the coverage of the Policy shall be voided automatically and all liability for Zurich shall cease immediately.**
9. **The Company's obligations stipulated in this Policy shall be voided automatically of the Insured Party or any of its representatives reaches an agreement with any of parties involved in any accident without the written consent of Zurich.**
10. **Material losses or damages incurred by the insured vehicle that occur:**
 - a) **By transiting off-road, using roads closed to traffic or roads in such poor conditions that they present risks to vehicular traffic.**
 - b) **Due to the lack of or loss of lubricants in any component, engine, transmission, gearbox, etc., or the lack of or loss of water in the radiator as a result of poor maintenance.**
 - c) **Due to mechanical break-down or failure or the lack of resistance of any piece of the insured vehicle as a result of use, unless caused directly by the occurrence of any of the risks covered by this Policy.**
 - d) **Due to normal wear and tear of the insured vehicle or its parts, including depreciation in its value as a result of said wear and tear, the normal action of the**

tide (in the event of flooding) as a result of the exposure of the insured vehicle to the tide.

- e) Losses or damages caused by the rod breakage of the insured vehicle, unless caused as a result of a risk covered by this Policy, without prejudice to the stipulations of the preceding point d).

11. Losses or damages incurred by or caused by the insured vehicle when:

- a) Used for the purposes of driving instruction.
- b) Competing in safety, resistance or speed tests.
- c) Used to tow trailers or boats, unless expressly specified in the Policy Summary or when the trailer or boat is covered by the Policy.
- d) Overloaded or subject to excessive traction in relation to its resistance or capacity. In these cases, Zurich shall not be liable for the damage caused to viaducts, bridges, scales or any public thoroughfare object or underground facilities, whether caused by the vibration or the weight of the vehicle or its load.

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

- a) Bellicose operations, whether resulting from foreign or civil war, insurrection, rebellion, expropriation, requisition, sequestration or confiscation, seizure 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 consent of the Insured Party.
- c) Use in acts of terrorism.

13. Damage caused by the insured vehicle from the time the robbery was perpetrated.

14. Damage to or the theft of goods or persona effects belonging to the Insured Party or third parties contained in the insured vehicle.

15. Any damage, expense and/or loss incurred by the Insured Party and/or any occupant of the vehicle, including "pain and suffering" caused as a result of the claim, including but not limited to expenses for accommodation, meal, transportation, telephone call, automobile rental or the loss of the use of the insured vehicle or other similar expenses.

16. The loss incurred by the Insured Party on having to hand over the insured vehicle and its documentation as a result of transactions related to the illegal privation of liberty; i.e., kidnapping.

- 17. Loss or damage incurred by or caused by the insured vehicle as a result of risks other than those specifically covered.**
- 18. Expenses related to fines of any kind imposed by the administrative authority, the use of pound, overnight parking and in general all types of sanction 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 if detained by the jurisdictional authorities.**

Clause 2. Premium

Unless agreed otherwise, the premium shall be payable on the signing of the contract, in accordance with the provisions of Article 34 of the Insurance Contracts Law). The premium shall be paid in a single installment on its due date.

Clause 3. Currency

Both the collection of the premium and the payment of the indemnity authorized by Zurich shall be made in United States' Dollars or the equivalent in Mexican Pesos, pursuant to the current Currency Law. Payments in foreign currency shall be made in Mexican Pesos at the exchange rate to settle obligations denominated in foreign currency payable in the Mexican Republic, published by the Banco de México in the Federal Official Gazette on the payment date.

Clause 4. Advanced Termination of Contract

Notwithstanding the term of the contract, the Parties agree that either of them may terminate it in advance by written notification to the other Party.

When the contract is terminated by Zurich, said party shall advise the Insured Party in writing and the cancellation shall take effect 15 days from the notification date. Zurich shall refund the non-accrued premium, calculated on a pro-rata basis, by the notification date, the requirement of which will be considered as not fulfilled.

When the termination is requested by the Insured Party, the contract shall be considered terminated in advance from the date on which Zurich receives the written cancellation request.

- a) Zurich shall be entitled to the net premium applicable to the period elapsed and shall refund the unaccrued premium to the Insured Party.***
- b) In the event of a claim during the insurance term, Zurich shall not refund the premiums of the coverage affected.***

Premium to be refunded

The unaccrued premium to be refunded shall be calculated as follows:

1. The net premium to which the Company is entitled shall be calculated based on the actual terms from the commencement of the contract until the date of its cancellation.
2. The discount of the number of days accrued during the Policy term shall be applied to the net premium that results from the transaction indicated using the Long-Term Policies Table and the acquisition costs (actual net premium) shall also be deducted.
3. The amount that results from subtracting from the payment made by the Insured Party and the actual net premium obtained shall be the unaccrued premium to be refunded to the Insured Party.

Long-Term Policies Table					
Period in Days		Discount %	Period in 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 case of cancellations, the premium will be adjusted based on the discounts applicable to the time elapsed.

Multiple-entry Policies in which the Insured Party and Zurich agree the payment of a premium based on a number of days' stay less than the term of the Policy may be canceled by either party before the termination of the contract. However, the parties agree that the premium stipulated in said plans shall be considered as totally accrued when said Policies have been valid for more than 30 days from the commencement of the Policy.

Clause 5. Preferential or Sole Irrevocable Beneficiary

In the assumption that a preferential beneficiary or a sole irrevocable beneficiary were named in the Policy, the Insured Party may not terminate this contract without the express written consent of said beneficiary.

Clause 6. Territoriality

The coverage stipulated in this Policy shall be applicable in the event of claims or accidents that occur solely within the territory of the Mexican Republic.

Clause 7. Precautions in the Event of a Claim

- a) In the event that loss or damage is incurred under this Policy, the Insured Party shall be obliged to take all the advisable and necessary precautionary measures to avoid or reduce the damage.
- b) As a consequence, the Insured Party must not abandon the insured vehicle except in cases of Force Majeure.
- c) If there is no danger in delay, the Insured Party shall request instructions from the Company and adhere to those given.

Clause 8. Claims

1. In the event of any claim covered by this Policy, the Insured Party or the Beneficiary shall be obliged to advise Zurich as soon as they become aware of the loss but within a maximum term of five days, except in unforeseen circumstances or events of Force Majeure, which case, notice must be given as soon as said circumstances or event pass. All claim notices must be given within the territory of the Mexican Republic.

If the Insured Party fails to comply with the obligation stipulated in the preceding paragraph, Zurich shall be entitled to limit or reduce the indemnity in the amount it has reached had the Insured Party complied with said obligation correctly and promptly.

Zurich shall be released from all its contractual obligations if the Insured Party or the Beneficiary fails to give notice within said term with the intention of preventing the timely confirmation of the circumstances of the claim or when the claim is reported after the unit has left the territory of the Mexican Republic.

2. **Notice to the Authorities.** Refers to the formal complaint or report to the jurisdictional authorities of damage to property caused by third parties, theft or other criminal acts that may be a cause for the claim under this Policy and cooperate with Zurich to secure the recovery of the amount of damage incurred.
3. **Inform Zurich of any summons, claim or petition and send the relative documents.** In the event of claims brought against the Insured Party, the Driver or the Owner of the insured vehicle in connection with any loss, the Insured Party shall be obliged to:
 - 3.1. Inform Zurich by the next day of the summons, claim or petition received by the Insured Party or its representatives and provide the originals or copies of the documents of same.
 - 3.2. Provide information and evidence. In all civil proceedings brought against it as a result of the liability covered by the insurance and at the cost of Zurich, the Insured Party shall be obliged to:
 - 3.2.1. Provide the information and evidence necessary as requested by Zurich for its defense when it opts to assume the its legal representation in the proceedings.
 - 3.2.2. Exercise and enforce the actions and defenses conferred under the Law.
 - 3.2.3. Appear at all the hearings and proceedings as required.
 - 3.2.4. Grant proxies to the lawyers that Zurich, as applicable, appoints to represent the Insured Party in said proceedings.

The failure to comply with the obligations stipulated herein shall release Zurich from its obligation to pay the indemnity for the Civil Liability insurance.

It is understood that the obligations and omissions of the Driver shall be attributable to the Policyholder.

Clause 9. Concurrence

In the terms of **Articles 100, 101, 102 and 103**¹ of the Insurance Contracts Law, when there are two or more Policies that concur with other insurance against the same risks and for same interest, signed in good faith on the same or different dates, they shall be valid and shall bind the companies that issued said insurance. In this vein, the insurance companies shall participate in the payment of the claim in equal amounts. If the limit or insured sum of any of the Policies is exhausted, the excess amount shall be indemnified in equal proportions by the companies with greater limits or insured sums, subject to the maximum limit of liability of each. This is on the understanding that the obligatory insurances will concur first and then, in excess the voluntary insurances.

Clause 10. Bases for the Valuation and Indemnity of Damage

- a) Once the Insured Party has complied with the obligation stipulated in Clause 8. "Claims", and the insured vehicle is released from any detention, seizure, confiscation or other situation caused by order issued by the legally-recognized authorities in the exercise of their functions, Zurich shall be obliged to commence the valuation of the damage, without delay and once the physical location in the Mexican Republic of the insured vehicle is known.
- b) Zurich shall conduct the valuation of the damage to the insured vehicle within the three business days following the date on which the Insured Party makes the vehicle available to it or it has been released by the authorities, if applicable.
- c) If Zurich does not commence the valuation of the damage within the term of three business days mentioned in the preceding paragraph, the Insured Party shall be entitled to proceed with the repair of the vehicle and claim the amount of said repair in the terms of this Policy.

The exception is while Zurich does not commence the valuation within the term of three business days mentioned in the preceding paragraph b) of this Clause, Zurich shall not be obliged to indemnify the damage to the vehicle if the Insured Party has proceeded to repair or dismantle it before Zurich conducts the valuation and declares the claim admissible because this would prevent it from establishing the existence and the extent of the claim and the facts that concurred or influenced in its occurrence.

- d) Once the valuation is completed and its liability recognized and without prejudice to the terms of Article 71 of the Insurance Contracts Law, Zurich shall indemnify the Insured Party the amount of valuation of the damage incurred in cash. This is the only manner in which Zurich shall indemnify the Insured Party pursuant to this contract.
- e) The Insured Party or the Beneficiary shall receive the indemnity payment in cash for the damage incurred and included in the claim for the loss in accordance with the valuation conducted by Zurich. In the case of partial losses, the indemnity shall cover the value of spare parts and domestic labor, plus the any applicable taxes. Notwithstanding the stipulations set forth in the preceding points, in the event of damage that goes undetected in the valuation, the Insured Party or the Beneficiary shall advise Zurich and send the vehicle for evaluation at the place indicated by Zurich in order to obtain the respective indemnity, if applicable.
- f) In the event of write-offs pursuant to Section 1 Material Damages or Section 2. Total Theft of the Vehicle, the Insured Party shall be indemnified to the Zurich's maximum limit of liability, in accordance with the terms of Clause 11 Maximum Limits of Liability.

¹ General Conditions, Clause 22a. *Legal Framework*.

- g) In the event of theft or other criminal acts that may lead to claims under this Policy, the Insured Party shall advise the respective Mexican authorities immediately and shall cooperate with Zurich to secure the recovery of the vehicle or the amount of the damage incurred. In all cases, Zurich shall recognize or reject its liability within the 30 days following the date of receiving the full documentation required.
- h) If so requested, the Insured Party shall grant a proxy to Zurich or the party so appointed, to act on its behalf in the defense or agreement of any claim or to process on its behalf the claim of indemnity for damages for any other claim against third parties.

Zurich shall have full liberty to manage the process or arrangement of any claim and the Insured Party shall provide it with all the report and assistance necessary.

- i) Any assistance that Zurich or its representatives render to the Insured Party or third parties shall not be interpreted as acceptance of the admissibility of the claim.
- j) For the due compliance with Article 69 of the Insurance Contracts Law, the Insured Party shall be deemed to have complied with its obligation by providing Zurich with the documentation required.
- k) Documentation required in the event of a claim.

Zurich instructs the Insured Party the minimum documentation for the indemnity:

1. Policy Summary.
2. Temporary entry permit.

However, this will depend on each case in which Zurich requests additional information and/or documentation to continue with the indemnity process.

The documentation requested is illustrative and not restrictive.

If the Insured Party fails to provide the respective documentation within the first 90 calendar days from the date on which Zurich determines a Write-off due to Material Damages and/or Total Theft recovered, Zurich will deduct from the indemnity the respective amount of expenses for the safeguarding and/or deposit in the pound equivalent to 2 UMA for each calendar day the vehicle remains in the pound beginning the 91st calendar day from the date the claim was reported, with a limit equivalent to the amount of indemnity for Write-Off.

Clause 11. Maximum Limits of Liability

The limit of liability for Zurich in each coverage is stipulated in the Policy Summary. Said limit represents the amount or the maximum liability that Zurich is obliged to pay or refund as a consequence of the occurrence of a claim.

Indemnity of Material Damages:

Partial Loss:

In partial losses covered by Material Damages or Total Theft coverage, Zurich's liability shall not exceed the actual value of the damage caused on the date of the claim to the pieces of the insured vehicle, plus their installation cost, in accordance with current costs and labor in the Mexican Republic. Pursuant to the terms and conditions of this Policy, Zurich is not legally obliged to repair or replace any vehicle whatsoever in the United States of America.

In the event that the repair of the damage to the insured vehicle requires parts no available on the market, on paying the indemnity in cash, Zurich's liability will be limited to paying the Insured Party the value of said parts at the dealers' list prices, plus the installation costs based on the cost of the labor contracted.

Write-Off

In the event of write-offs pursuant to Section 1 Material Damages or Section 2. Total Theft of the Vehicle, Zurich may opt to replace it or indemnify it in cash, depending to the mode contracted. Once the indemnity is paid, the insurance shall terminate automatically.

Commercial Value

The commercial value for tourist vehicles shall be determined using the "Trade-in Value" (as defined hereinafter), in "Good" condition of the vehicle, published by the Kelly Blue Book at the time of the claim and defined in the limits of liability of Material Damages and/or Total Theft in the Policy Summary. In the event that the vehicle is described in its ownership document or invoice as Salvage, the depreciation applicable to the "Trade-in Value" in Good condition will be 25%.

In the event that the Kelly Blue Book does not contemplate the insured vehicle, the Parties may consult other specialized vehicle values guides published on the date of the claim in order to reach a mutual agreement. Said agreement may not exceed 10% of the Kelly Blue Book value under the conditions referred to in the preceding paragraph of a vehicle with similar characteristics.

In the case of models brand new at the time of the accident, the only value published in the guide mentioned shall be the List Price and the commercial value shall be taken as 93% of said price.

Trade-in Value

The commercial value of the vehicle between a legally incorporated trader and a private party.

Invoice Value

Invoice value shall be understood as the price billed for the vehicle including Value Added Tax (VAT) as set by the dealerships recognized by the domestic assembly plants of the vehicle. In no case shall said value including financing, transfer or any other expense no inherent to the actual cost of the vehicle.

The invoice value shall be assigned only to latest-model vehicles and/or those with up to 12-months' use from the origin invoice for automobiles with 0 kms (zero kilometers). The invoice value shall remain valid for the first 12 months taking the invoice issue date as a base.

If a vehicle does not comply with the description given in the preceding paragraph, the indemnity shall be paid at the commercial value.

Agreed Value

This is the value of the vehicle agreed by the Insured Party and Zurich prior to contracting the insurance, and will be stipulated in the Policy Summary.

In the case of brand-new vehicles, the agreed value shall be as it appears in the invoice of the insured vehicle.

Third Party Indemnity:

In the case of coverage of civil liability for third-party property damage, civil liability for third-party personal damage and occupants' medical expenses, Zurich's maximum liability will be the insured sum stipulated in the Policy Summary. This amount shall be the maximum payable by Zurich regardless of the number of persons covered and/or claims filed.

Pursuant to the stipulations indicated in the Policy Summary, the insured sums may be contracted with a single and combined limit. In all cases, if the limit of liability stipulated in Policy Summary is the S.L.C. for coverage of civil liability for third-party property damage, civil liability for third-party personal damage and occupants' medical expenses, this will be Zurich's maximum liability for damage that results from a road traffic accident.

Clause 12. Loss of the Right to Indemnity

Without prejudice to the other causes of exclusion stipulated in this Policy, if the claim filed by the Insured Party were inaccurate, fraudulent, malicious, in bad faith or with the intention to induce Zurich to error or to conceal information, the Insured Party shall forfeit all rights to indemnity in relation to this insurance.

Zurich's obligations shall be extinguished:

- 1. If it is demonstrated that the Insured Party, Driver, Owner, Beneficiary or any of their representatives, in order to induce error, conceal or make false statements that exclude or may restrict Zurich's obligations in accordance with the provisions of Articles 8, 9, 10 and 47 of the Insurance Contracts Law.**
- 2. If, in a loss or claim, there was fraud or willful misconduct of the Insured Party, Driver, Owner, Beneficiary or any of their representatives.**
- 3. If it is demonstrated that the Insured Party, Driver, Owner, Beneficiary or any of their representatives, in order to induce error, fail to provide promptly the information requested by Zurich on the matters related to the claim to enable the determination of the circumstances of its occurrence and its consequences.**
- 4. If the insured vehicle is used for any purpose or service other than that specified in the Policy Summary, which implies an aggravation of risk. in accordance with Article 52 and the first section of Article 53 of the Insurance Contracts Law.**

"Article 52. The Insured Party shall inform the Insurer of all the essential aggravations of the risk during the term of the insurance within the twenty-four hours following from the time of becoming aware of them. The Company's obligations will cease by force of law if the Insured Party fails to provide the notice or causes the essential aggravation of the risk."

"Article 53. For the purposes of the preceding Article, it shall always be assumed:

I. That the aggravation is essential when it refers to an important fact for the appreciation of a risk, in such a manner that the company would have contracted in different conditions had it been aware of a similar aggravation on entering into the contract;

II. That the Insured Party is or should be aware of all aggravations that emanate from acts or omissions by its tenants, spouse, descendants or any other person that, with the Insured Party's consent, uses or has access to the building insured."

Clause 13. Subrogation

In the terms of Article 111 of the Insurance Contracts Law, once the respective indemnity has been paid, the Company shall be subrogated up to the amount paid in the rights of the Insured Party, as well as in its respective actions against the perpetrators or parties responsible for the loss. If requested by the Company, and at its own expense, the Insured Party shall confirm the subrogation in a public instrument.

If the subrogation is prevented due to acts or omissions of the Insured Party, Zurich shall be released from all or part of its obligations.

If the damage was indemnified only in part, the Insured Party and Zurich will agree to enforce their rights in the respective proportion.

The right to subrogation shall not proceed if the Insured Party has a spousal relationship or kinship by consanguinity or affinity to the second grade or civil with the person who caused the damage or is civilly liable for it.

Clause 14. Salvage

In the event that Zurich indemnifies the maximum limit of liability, said party shall be entitled to make use of the salvage or any recovery, with the exception of the Special Equipment not insured, provided that the original equipment is not replaced.

Clause 15. Automatic Reinstatement of the Insured Sum

The insured sums of Material Damages, Total Theft, Civil Liability for Third-Party Property Damage, Civil Liability for Third-Party Personal Damage, Occupants' Medical Expenses, Civil Liability Extension and Civil Liability for Cargo Damage coverage contracted in the Policy shall be reinstated automatically when reduced by the payment of any partial indemnity by Zurich during the Policy Term.

For Adaptation and/or Conversion, Partial Theft and Special Equipment coverage, all indemnities paid by Zurich will reduce the limit of liability in the amount originally agreed but may be reinstated at the request of the Insured Party, subject to acceptance by Zurich, in which case the Insured Party shall pay the respective premium; otherwise, the aforementioned coverages shall be canceled.

Clause 16. Expert Witnesses

In the event of disagreements between Zurich and the Insured Party over the cost of any loss or damage, the dispute will be referred to the opinion of an expert appointed by mutual agreement in writing by both parties. However, if the parties cannot agree on one single expert, two will be appointed, one by each party, within ten days from the date that each is requested in writing for the other to do so. Before commencing their task, the two experts will appoint a third to resolve any disputes that may arise.

If any of the parties declines to appoint an expert or simply does not do so when required by the other party or if the experts fail to agree on the appointment of a third expert, the legal authority, at the request of any of the parties, shall appoint the court-appointed expert witness of the party that has not done so, or both, as necessary.

The death of one of the individual parties or the dissolution of one of the corporate parties while the expert opinion is in process shall not nullify or affect the powers or authorities of the expert, the two experts or the third expert, as the case may be, or if the expert of one of the parties dies before issuing an opinion, a replacement expert will be appointed as required (by the parties, the other experts, the legal authority).

The expenses and fees incurred to contract the experts will be paid in equal parts by Zurich and the Insured Party, but each party will pay the fees of their own expert.

The expert witnesses referred to in this clause shall not imply the acceptance of the claim by Zurich, but shall simply determine the amount of the loss that Zurich will eventually be required to cover. The Parties shall be at liberty to exercise the respective actions and oppose the pleas as they see fit in accordance with the provisions of Article 118 of the Insurance Contracts Law.

Clause 17. Late Interest

If Zurich does not comply with the obligations assumed in the insurance contract on becoming legally enforceable, it shall pay the creditor a late interest payment in accordance with the provisions of Article 276 of the Insurance Companies and Mutual Insurance Companies Act, which is transcribed as follows:

“ARTICLE 276.- If the Insurer does not comply with the obligations assumed in the insurance contract on becoming legally enforceable, said party shall pay an indemnity to the creditor for late payment in accordance with the following:

- I. Obligations in Mexican pesos will be denominated in Investment Units (UDIs) at their value on the maturity dates of the terms referred to in the initial part of this Article and their payment will be made in Mexican pesos at the value of the Investment Units on the payment date, in accordance with the provisions of the second paragraph of section VIII of this Article.

The Insurance Company will also pay late interest on the obligation denominated in Investment Units in accordance with the provisions of the preceding paragraph, which shall be capitalized monthly, and the rate of which will be equal to the result of multiplying the term-deposit cost of liabilities denominated in Investment Units of full-service banking institutions in Mexico, published by the Bank of Mexico in the Federal Official Gazette relating to the each month of delay by 1.25;

- II. When the main obligation is denominated in foreign currency, in addition to the payment of this obligation, the insurance company will be obliged to pay late interest, which shall be capitalized monthly and shall be calculated by applying to the amount of the obligation, the percentage that results from multiplying the credit term-deposit cost of liabilities denominated in US Dollars of full-service banking institutions in Mexico, published by the Bank of Mexico in the Federal Official Gazette relating to the each month of delay by 1.25;
- III. In the event that on the calculation date, the reference rates are not published for the calculation of the late interest referred to in Sections I and II of this Article, the late interest of the immediately preceding month shall be applied and if said rates are not published, the calculation will be performed by multiplying the substitute rate by 1.25, according to the applicable provisions;
- IV. The late interest referred to in this Article shall be generated daily from the maturity dates of the terms referred to in the initial part of this Article until the date that the payment stipulated in the second paragraph of section VIII of this Article is made. For its calculation, the reference rates referred to in this Article must be divided between three hundred and sixty-five and the result multiplied by the number of days relating to the months in which the breach persists.
- V. In the event of the repair or replacement of the object claimed, the indemnity or delay shall consist solely of the payment of the interest pertaining to the currency in which the main obligation is dominated in accordance with the provisions of Sections I and II of this Article and will be calculated based on the amount of the repair or replacement cost;
- VI. The creditor's rights to the indemnification benefits established in this Article cannot be waived. Any agreement that intends to extinguish or reduce said rights will have no legal effect. These rights will arise through the mere elapse of the term stipulated by the Law for the payment of the main obligation, although it may not be settled at that time.

Once the amount of the main obligation has been set as agreed by and between the parties or in the final resolution passed by a court or in arbitration, the indemnification benefits established in this Article must be paid by the Insurance Institution on the amount of the main obligation so determined;

- VII. If in the respective ruling, the claim is deemed admissible even though the payment of the indemnity for delay established in this Article have not been claimed, the court or arbitrator, in addition to the main obligation, shall order the debtor to also pay those benefits according to the preceding sections.
- VIII. The indemnity for consistent delay in the restatement and interest system referred to in sections I, II, III and IV of this Article shall be applicable to all types of insurance, with the exception of surety bonds or insurance that guarantee indemnities related to the default on the payment to tax liabilities, which are subject to the provisions of the Federal Fiscal Code.

The payment made in the Insurance Company shall be in a single payment that includes the total balance of the following items:

- a) Late interest;
- b) The restatement referred to in the first paragraph of section 1 of this Article, and
- c) The main obligation.

In the event that the Insurance Company does not pay all the amounts of the obligations assumed in the insurance contract and the indemnities for delay in a single payment, the payments made shall be applied to the items stipulated in the order established in the preceding paragraph. Therefore, the indemnity for delay shall continue to be generated in the terms of this Article on the amount of the main obligation outstanding until it is paid in full.

When the Company files a defense motion to suspend the enforcement procedure provided by this Law and a final judgment is passed in which the measures challenged remain in force, the payment or collection shall include the indemnity for delay generated to that date by the main obligation, and

- IX. If the Insurance Company fails to pay the indemnities for delay when the legal terms and limits, the court of the National Financial Services Users' Protection and Defense Commission, as applicable, shall impose a fine of 1,000 to 15,000 days of minimum salary.

In the case of the administrative enforcement procedure provided by Article 278 of this Law, if the Insurance Company fails to pay the indemnities for delay when the legal terms and limits, the Commission shall impose on the fine stipulated in this section at the request of the respective executive authority in accordance with section II of said Article.

Clause 18. Jurisdiction

In the event of a dispute, claimants may enforce their rights before the Zurich's Specialized Consultations and Claims Unit or before the National Financial Services Users' Protection and Defense Commission ("CONDUSEF"). In all cases, the claimants shall have the option of using these instances or going directly to court. The foregoing shall apply within the two years from the date the causal event occurs or if applicable, from the date of rejection of the financial institution, in order to satisfy the user's claims.

If the parties decline arbitration by the National Financial Services Users' Protection and Defense Commission ("CONDUSEF") or the body that proposes it, the claimant's rights shall be upheld in order to be claimed in the courts. If the claimant opts to sue, it may, at its discretion, determine the jurisdiction by territory based on the domicile of the Insurance Institution or any of the delegations of the CONDUSEF.

Clause 19. Limitation

All the actions that derive from this insurance contract will be limited to two years, in accordance with the terms of **Article 81** of the Insurance Contracts Law from the date from the event that gave rise to them, except the cases of exception stipulated in **Article 82**¹ of said Law.

The complete text of **Article 81** of the Insurance Contracts Law is transcribed as follows:

Article 81. All the actions that derive from an insurance contract shall be limited:

- I. To five years for death covered by life insurance.
- II. To two years for all other cases.

In all cases, the terms shall run from the date of the events that gave rise to them.

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

Clause 20. Direct Commissions and Compensations

During the term of the Policy, the Policyholder may request Zurich in writing to report the percentage of the premium that corresponds to the broker or legal entity for its participation in the signing of this contract as direct commission or compensation. Zurich will provide said information, in writing or by e-mail within ten business days from the receipt of the request.

Clause 21. Acceptance of the Contract. (Article 25 of the Insurance Contracts Law)

Article 25. If the contents of the Policy or its Modifications do not concur with the offer, the Insured may request the respective rectification within the thirty days following the reception date of the Policy. Once this period has elapsed, the stipulations of the Policy and its modifications shall be considered accepted.

Clause 22. Legal Framework

The following Articles are taken from the current Insurance Contracts Law and are therefore applicable for the purposes of these General Conditions:

Article 8. The proposer shall be obliged to declare in writing to the Insurer in accordance with the respective questionnaire, all the facts important for the risk assessment that may affect the conditions agreed, as known or should be known at the time of signing the contract.

Article 9. If the contract is signed by a representative of the Insured Party, all the important facts that are known or should be known by said representative and the Insured Party must be declared.

Article 10. When insurance is proposed on behalf of another party, the proposer must declare all the important facts that are known or should be known about the third party insured or its broker.

¹ General Conditions, Clause 22a. *Legal Framework*.

Article 34. Unless agreed otherwise, the premium shall be payable on the signing of the contract; i.e., within the first period of the insurance, which shall be understood as the term for which the unit of the premium is deemed calculated. In the event of doubt, the period of the insurance will be understood as being for one year.

Article 40. If the premium or the installment thereof is not paid within the term agreed, the effects of the contract will cease automatically at 12:00 hours of the last day of this grace period. If no such term has been agreed, term of thirty calendar days for payment shall be applied.

Unless agreed otherwise, the term agreed in the preceding paragraph shall not apply to the obligatory insurance referred to by ARTICLE 150 bis of this Law.

Article 47. Any omission or misstatement of the events referred to in **Articles 8, 9 and 10** of this Law shall authorized the insurance company to consider the contract as rescinded with the full force of law, although it has not had an influence on the occurrence of the claim..

Article 48. The insurance company shall inform the Insured Party and its Beneficiaries in writing of the rescission of the contract within the thirty calendar days following the date on which the insurance company becomes aware of the omission or misstatement.

Article 51. In the event of the unilateral rescission of the contract due to the causes referred to in Article 47 of this Law, the insurance company shall retain its right to the premium for the insurance period in course at the date of the rescission. However, if the rescission occurs before the risk starts to run for the company, this right shall be reduced as reimbursement of the expenses incurred.

If the premium has been paid in advance for several insurance periods , the company shall reimburse three-quarters of the premiums for the future periods of the insurance.

Article 52. The Insured Party shall inform the Insurer of all the essential aggravations of the risk during the term of the insurance within the twenty-four hours following from the time of becoming aware of them. The Company's obligations will cease by force of law if the Insured Party fails to provide the notice or causes the essential aggravation of the risk.

Article 53. For the purposes of the preceding Article, it shall always be assumed :

I. That the aggravation is essential when it refers to an important fact for the appreciation of a risk, in such a manner that the company would have contracted in different conditions had it been aware of a similar aggravation on entering into the contract;

II. That the Insured Party is or should be aware of all aggravations that emanate from acts or omissions by its tenants, spouse, descendants or any other person that, with the Insured Party's consent, uses or has access to the building insured.

Article 56. When the insurance company rescinds the contract due to essential aggravation of the risk, its liability shall cease fifteen days following the date the Insured Party is informed of the rescission.

Article 66. The Insured Party or the Beneficiary, as applicable, must inform the insurance company as soon as it becomes aware of the loss and the right constituted in its favor under the insurance contract. Unless otherwise stipulated in this Law, the Insured Party or the Beneficiary shall have a maximum of five days to issue the notice in writing if the contract does make any specific stipulation.

Article 67. If the Insured Party or the Beneficiary do not comply with their obligation stipulated in the preceding Article, the insurance company reduce the indemnity to the sum that would have applied had the notice been given on time.

Article 68. The company shall be released from all the obligations of the contract if the Insured Party omits to issue the immediate notices with the intention of preventing the timely confirmation of the circumstances of the claim.

Article 69. The insurance company shall be entitled to request the Insured Party or the Beneficiary to provide all types of information on the matters related to the claim to enable the determination of the circumstances of its occurrence and its consequences.

Article 71. The credit that results from the insurance contract shall expire thirty days after the date on which the company receives all the documents and information that enables to establish the basis of the claim.

The clause that stipulates that the credit cannot be required until it is recognized by the company or upheld in litigation shall be void.

Article 81. All the actions that derive from an insurance contract shall be limited:

- I. To five years for death covered by life insurance.
- II. To two years for all other cases.

In all cases, the terms shall run from the date of the events that gave rise to them.

Article 82. The term provided in the preceding Article shall not apply in the case of omission, false or inaccurate declarations of the risk incurred, but instead from the date on which the company becomes aware of it and in the event of the occurrence of the loss, from the date on which the parties involved become aware, who shall demonstrate their unawareness up to said date.

Third-party beneficiaries shall also have to be aware of the right constituted in their favor.

Article 100. When the insurance against the same risk and for the same interest is contracted with several companies, the Insured Party shall be obliged to inform each insurer of the existence of the other insurance. The notice shall be given in writing and indicate the names of the insurers and the insured sums.

Article 101. If the Insured Party intentionally omits to provide the notice mentioned in the preceding clause or contracts other insurances in order to obtain an illegal benefit, the Company shall be released from its obligations.

Article 102. The insurance contracts mentioned in Article 100 entered into in all good faith on the same or different dates for total sums greater than the value of the insured interest shall be valid and shall bind all the insurance companies to the full value of the damage incurred within the limits of sum they would have insured.

The concurrence of the insurance shall also operate in liability insurance in which the value of the interest insured is indeterminate.

Article 103.- The company that pays in the case of the preceding Article may recover the payment from the other companies in proportion to the sums respectively insured.

In the case of concurrence of liability insurance, the insurance companies shall participate in the payment of the claim in equal amounts. If the limit or insured sum of any of the Policies is exhausted, the excess amount shall be indemnified in equal proportions by the companies with greater limits or insured sums, up to the maximum limit of liability of each.

Article 111. The insurance company that pays the indemnity shall be subrogated up to the amount paid in all the rights and actions against third parties that apply to the Insured Party due the damage incurred.

In surety insurance, the insurer shall be subrogated up to the limit of indemnity paid in the rights and actions that the Insured Party has against the Policyholder due to the claim and, if applicable, against other parties responsible for same.

The Company may be released from all or part of its obligations if the subrogation is prevented by errors or omissions of the Insured Party.

If the damage was indemnified only in part, the Insured Party and the Insurer will agree to enforce their rights in the respective proportion.

The right to subrogation shall not proceed if the Insured Party has a spousal relationship or kinship by consanguinity or affinity to the second grade or civil with the person who caused the damage or is civilly liable for it.

Article 116. The company may acquire salvaged effects provided that it pays the Insured Party their true amount based on expert estimates. The company may also replace or repair the insured item to the satisfaction of the Insured Party, thus being released from the indemnity.

Article 118. When any of the parties declines to appoint its expert to assess the damage or if the parties does agree on its importance, the assessment shall be conducted by experts appointed by the judicial authority at the request of any of the parties or by the third expert appointed, if necessary.

Article 135. The insurance company will respond for the death of livestock even if the death is confirmed within the month following the termination date of the insurance, provided that the disease was contracted within the term of the contract.

Article 136. This insurance does not cover livestock sold separately.

Article 150 Bis. Liability insurance that is obligatory due to legal requirements cannot be canceled, rescinded or terminated before its termination date.

When the company pays the indemnity to a third party on behalf of the Insured Party as a result of a risk provided for in the contract and confirms that the Policyholder made omissions and misstatements of the events referred to in Articles 8, 9, 10 and 70 of this Law or in the essential aggravation of the risk in the terms of Articles 52 or 53 of this Law, it shall be entitled to demand the Policyholder directly for the reimbursement of the amount paid.

Article 202. Insurance Companies may only offer to the public the services related to the operations authorized by this Law through insurance products that meet the requirements set forth in Articles 200 and 201 of this Law.

In the case of insurance products offered to the general public and formalized through adhesion contracts, these being understood as prepared unilaterally in formats by the Insurance Company and that stipulate the terms and conditions applicable to the contracting of insurance. They also contain the models of the clauses prepared for inclusion through endorsements additional to these contracts. In addition to complying with the provisions of the first paragraph of this Article, they must be registered beforehand with the Commission in the terms of Article 203 of this Law.

The terms of this paragraph shall also apply to the insurance products that, without being formalized through adhesion contracts, refer to group or collective insurance of the operations stipulated in sections I and II of Article 25 of this Law and the surety bonds or insurance provided for in sub-section g), section III of Article 25 of this Law.

Insurance Companies must confirm in the contractual documentation of the insurance products referred to in the preceding paragraph that the product offered to the public is registered with the Commission in the manner and terms stipulated by the Commission in its General Provisions.

The contract or clause inserted therein, signed by an Insurance Company without the product in question being registered as stipulated in this Article may be annulled. However, it may only be annulled by the Policyholder, Insured Party, Beneficiary or its successors in title against the Insurance Company, but never by the Insurance Company against them.

The following Article is taken from the current Federal Criminal Code, which is applicable for the purposes of these General Conditions:

Article 386. The crime of fraud consists of one person deceiving another in order to take advantage of the latter's error to gain an illegal benefit or earn illegal income. The crime of fraud shall be punished with the following sanctions:

- I. Imprisonment from 3 days to 6 months or 30 to 180 day's fine when the value of the fraud does not exceed ten times the salary;
- II. Imprisonment from 6 months to 3 years or 10 to 100 day's fine when the value of the fraud exceeds the salary by ten times, but not 500 times;
- III. Imprisonment from 3 to 12 years and a fine of up to 120 times the salary if the value of the fraud exceeds 500 times the salary.

Article 400. Imprisonment from three months to three years and fines of 15 to 60 days of salary will apply to those who:

- I. In order to make a profit, after that crime has been committed but without actually participating in it, knowingly acquires, receives or conceals the product of it. If the party that received the item in sale, pledge or by any other means, was unaware of its illegal origin on not having taken the essential precautions to ascertain that the person from whom the item was received was legally entitled to dispose of it, the sentence will be reduced by half.
- II. Provides knowingly any kind of assistance or cooperation to the perpetrator of the crime on agreement following its committal;
- III. Conceals or facilitates the concealment of the perpetrator of a crime, the effects, objects or instruments thereof or hinders its investigation;
- IV. When so required by the authorities, fails to assist in the investigation of crimes or in the apprehension of the perpetrators;
- V. Does not attempt, via the means at their disposal and without risk to their person, to prevent a crime from being committed even though they are aware that it will be or is being committed, unless they have the obligation to confront the risk, in which case, the stipulations of this Article and other applicable standards shall apply;
- VI. Illegally alters, modifies or disturbs the scene, the fingerprints or signs of the crime, and
- VII. Deviates or obstructs the investigation of the crime in question or helps the accused avoid justice.

The sentence provided for in this Article shall not apply in the cases of section III, referring to concealing the perpetrator, and section IV, in the cases of:

- a) Direct or similar ascendants and descendants;
- b) The spouse, common-law partner and collateral relatives by consanguinity up to the fourth grade and by affinity up to the second grade, and
- c) Persons linked to the perpetrator by love, respect, gratitude or close friendship for noble causes.

The court, taking the nature of the action, the personal circumstances of the accused and the others stipulated by Article 52, in cases of cover up referred to in the first paragraph of section I and sections II to IV of this Article, instead of the sanctions indicated, may impose up to two-thirds of the sanctions that would apply to the perpetrator the crime. The reasons for the judgment must be confirmed in order to apply the sanction authorized in this paragraph.

Article 400 Bis. Imprisonment of five to fifteen years and a fine of one thousand to five thousand days' salary shall be imposed on the person or the person acting on its behalf who commits any of the following acts:

- I. Acquires, sells, manages, guards, possesses, changes, converts, deposits, withdraws, gives or receives by any means, invests, moves, transports or transfers within Mexican territory or from to abroad and vice-versa, resources, rights or assets of any type with the knowledge that they originate from or represent the product of an illegal activity, or

- II. Conceals, hides or tries to conceal or hide the nature, origin, location, destination, movement, ownership or title to resources, rights or assets with the knowledge that they originate from or represent the product of an illegal activity.

For the purposes of this Chapter, the products of illegal activities shall be understood as the resources, rights or assets of any type when there are substantiated indications or certainty that said resources, rights or assets originate directly or indirectly from or represent the earnings from the committal of any crime and that their legal origin cannot be proved.

In the event of the conducts described in this Chapter in which the services of institutions of the financial system are used, the prior report to the Ministry of Finance and Public Credit shall be required in order to bring criminal proceedings.

When the Ministry of Finance and Public Credit, in the exercise of its oversight authorities, detects elements that lead to assume the committal of any of the crimes referred to in this Chapter, shall exercise its inspection powers against them as conferred on it by the law and report the facts that likely may constitute said crimes.

Clause 23. Privacy Notice

ZURICH COMPAÑÍA DE SEGUROS S.A., domiciled at Toreo Parque Central, Torre B, Piso 20 Boulevard Manuel Ávila Camacho No. 5, Col. Lomas de Sotelo, Naucalpan de Juárez, Estado de México, C.P. 53390 (I) Hereby informs that your personal data, including sensitive, equity or financial data, obtained as a result of the legal relationship that we have entered into or will enter into, will be treated for all the purposes linked with said relationship, such as: identification, operation, administration, analysis, offer and promotion of goods, products and services and/or commercial research, as well as to comply with the obligations arising from said relationship and other compatible or similar purposes, (11) agrees that you accept the transfer may be made, (V) (if applicable: to the companies that form part a direct or indirect part of Grupo Zurich, its subsidiaries and affiliates and to third parties, whether domestic or Foreign (36).

To limit the use and disclosure of your data, we will maintain security and confidentiality policies and procedures (111).

The exercise of the rights of access, correction, cancellation, opposition (IV) -from January 6, 2012- (Fourth Temporary Provision) and the revocation of consent (8) must be given in writing at the domicile mentioned or via the web page www.zurich.com.mx.

This notice, as well as the modifications thereto, will be available you at www.zurich.com.mx. through bulletins placed in our offices (and branches) or informed by any means of communication we maintain with you (VI).

NOTE: The references in Roman numbers refer to the sections of the Article 16 of the Federal Individuals' Personal Data Protection Law and the Arabic numbers indicate the Articles in reference of the same Law.

Clause 24. Aggravation of Risk

Zurich's obligations shall cease by force of law for the essential aggravations of the risk during the insurance term in accordance with the provisions of Article 52 and section I of Article 53 of the Insurance Contracts Law.

The Insured Party shall inform Zurich of all the essential aggravations of the risk during the term of the insurance within the twenty-four hours following from the time of becoming aware of them. Zurich's obligations will cease by force of law if the Insured Party fails to provide the notice or causes the essential aggravation of the risk." (Article 52 of the Insurance Contracts Law).

“For the purposes of the preceding Article, it shall always be assumed:

- I. That the aggravation is essential when it refers to an important fact for the appreciation of a risk, in such a manner that the company would have contracted in different conditions had it been aware of a similar aggravation on entering into the contract;
- II. That the Insured Party is or should be aware of all aggravations that emanate from acts or omissions by its tenants, spouse, descendants or any other person that, with the Insured Party's consent, uses or has access to the building insured.” **(Article 53 of the Insurance Contracts Law)**.

“In cases of fraud or bad faith in the aggravation of the risk, the Insured will forfeit all premiums paid in advance.” **(Article 60 of the Insurance Contracts Law¹)**.

Zurich's obligations shall be extinguished if it is demonstrated that the Insured Party, the Beneficiary or any of their representatives, in order to induce error, conceal or make false statements that exclude or may restrict said obligations. The same will be observed in the event that, with the same purpose, the documentation related to a claim is not submitted on time.” **(Article 70 of the Insurance Contracts Law¹)**.

In the event that, either now or in the future, the Contracting Party(ies), Insured Party(ies) or Beneficiary(ies) commit or are connected to illegal activities, it will be considered as an essential aggravation of the risk in the terms of the law.

Based on the foregoing, Zurich's obligations will cease by force of law if the Contracting Party(ies), Insured Party(ies) or Beneficiary(ies), in the terms of Article 492 of the Insurance Companies' and Bonding Institutions' Law and its General Provisions, were convicted by final judgment for any crime connected to or derived from the provisions stipulated in Articles 139 to 139 Quinquies, 193 to 199, 400 and 400 Bis of the Federal Criminal Code and/or any other Article that covers organized crime in Mexican territory. Said judgment may be passed by any local or Federal jurisdictional authority or an authority legally recognized by the Mexican Government; or if in the name of the Contracting Party(ies), Insured Party(ies) or Beneficiary(ies), their activities, the assets covered by the Policy or their nationalities are published in any official list related to the crimes linked to the stipulated in the aforementioned Articles, whether domestic or foreign originating from a government with which the Mexican Government has signed an international anti-crime treaty in the terms of section X, Twenty Ninth provision, section V of the Thirty Fourth provision or the Fifth Sixth provision of the Resolution.

If applicable, the obligations of the contract shall be reinstated once Zurich becomes aware that the name of the Contracting Party(ies), Insured Party(ies) or Beneficiary(ies) is (are) no longer mentioned in the aforementioned lists.

Zurich shall consign to the jurisdictional authority any amount that, derived from this Insurance Contract, may be payable to the person or persons mentioned in the preceding paragraph in order for said jurisdictional authority to determine the allocation of said resources. All unaccrued amount that is paid following the occurrence of the aforementioned conditions shall be consigned to the respective authority.

Clause 25. Delivery of Contractual Documentation

Notwithstanding that the Insurance Contract is signed through a service provider other than the Insurance Agent, Zurich shall be obliged to provide the Policyholder with the Policy and the rest of the printed contractual documentation at the time of contracting the insurance.

When the payment of the premium is charged to the Policyholder's credit card or bank account, the Policy issued together with the charge made may be used as evidence to confirm the signing or renewal of the insurance contract.

¹ Clause 22 a of the General Conditions. *Legal Framework*.

Clause 26. Electronic Delivery of Contractual Documentation

Without prejudice to the provisions of the “DELIVERY OF CONTRACTUAL DOCUMENTATION” clause, when the Policyholder/Insured Party grants express written consent, the contractual documentation may be delivered within the 30 calendar days following the signing of the contract by e-mail to the e-mail address provided for such purpose by the Policyholder. If the last day for the delivery of the documentation is a non-business day, it shall be delivered on the next business day.

When the insurance contract is signed through a broker, the contractual documentation must always be delivered by the broker, without prejudice to the Policyholder's/Insured Party's right to request it directly from Zurich if it is not delivered, since the broker shall be deemed to be authorized to perform all the procedures inherent to its function as such.

If the Policyholder/Insured Party does not receive the contractual documentation as provided for, said party may go and collect it from any Zurich office, the addresses of which are available on the web page www.zurich.com.mx or request it from the Insurance Agent.

Abbreviations in the Policy

Abbreviation	Description	Abbreviation	Description
Av.	Avenue	Engine No.	Number of vehicle's engine
C.P.	Zip Code	Ext. No.	Exterior number of domicile
CNSF	National Insurance and Bonding Commission	Int. No.	Interior number of domicile
Col.	Neighborhood	Serial No.	Vehicle's serial number
CONDUSEF	National Financial Services Users' Protection and Defense Commission (CONDUSEF)	C.L.	Civil Liability
D.F.	Federal District of Mexico City	R.F.C.	Federal Taxpayer Registration Number
UMA	Unit of Measure and Update	S.A.	Limited Company
Hrs.	Hours	Serv.	Services
V.A.T.	Value Added Tax	Tel.:	Telephone
S.C.L.	Single and Combined Limit		

Pursuant to the provisions of Article 202 of the Insurance Companies' and Bonding Institutions' Law, the contractual documentation and technical note that make up this product were registered before the National Insurance and Bonding Commission on March 4, 2020, under number CNSF-S0025-0014-2020/CONDUSEF-004259-01.

Consultations and Claims, contact the **Specialized Unit**, Toreo Parque Central, Torre B, Piso 20 Boulevard Manuel Ávila Camacho No. 5, Col. Lomas de Sotelo, Naucalpan de Juárez, Estado de México C.P. 53390. Telephone number (55) 5284 0984 or e-mail: unidad.especializada@mx.zurich.com from Monday to Thursday from 08:00 to 14:00 and from 15:00 to 17:45 hours and Friday from 08:00 to 15:30 hours

National Financial Services Users' Protection Commission (CONDUSEF) Avenida Insurgentes Sur N°762, Colonia del Valle, Ciudad de México, C.P. 03100. Telephone numbers: (55) 5340 0999 and (800) 999 8080. Web page: www.condusef.gob.mx, e-mail: asesoria@condusef.gob.mx

TOURIST INSURANCE ASSISTANCE

ROADSIDE ASSISTANCE, MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE

December 2019

Definitions of Assistance

For the purposes of this Policy, the parties agree to adopt the following definitions:

Lawyer

The specialized professional provided to the holder and/or beneficiary in the event of an incident of the total theft of the vehicle. One or more lawyers may be assigned, as required.

Accident

Any incident that causes bodily injury to a person, exclusively and directly by an external, violent, accidental and sudden cause that occurs during the term of the Tourist Motor Insurance Policy.

Road Traffic Accident

Any incident that causes physical damage to a vehicle, exclusively and directly by an external, violent, accidental and sudden cause that occurs to the vehicle during the term of the Tourist Motor Insurance Policy.

Mechanical Break-Down and Fault

All damage, breakage and/or event of force majeure that prevents the normal operation of the automobile during the term of this contract.

Insured

The individual or company that holds the interest exposed to the risk, if applicable, the rights and obligations derived from the insurance contract.

Accompanying Insured Party(ies)

The occupants of the insured vehicle, provided that they are traveling in it when the incident occurs. Without exceeding the maximum capacity of persons specified by the manufacturer.

Beneficiary(ies)

The person or persons protected by the coverage stipulated in the insurance contract policy signed with Zurich and to whom the assistance services defined herein shall be rendered. The Insured Party or the Driver of the insured vehicle and their Accompanying Insured Party(ies) are the beneficiary(ies) of the services described herein.

Driver

Any individual that drives the insured vehicle.

Contract

The document that stipulates the rights and obligations of the parties on the understanding that the definitions, descriptions, terms and conditions set forth in the contract refer to said instrument.

Event

Events that lead to the commencement of the rendering of the assistance services contracted in the Policyholder and shall be limited in each service by the Policyholder and the conditions issued.

Incident

Defined as the sudden unintentional but violent accident caused by the collision, rolling-over or the running-over of persons that occurs during the term of the contract and the policy issued.

Legal Capacity

The powers of representation of the holder and/or beneficiary that must be granted to the Provider or the lawyer through a specifically requested "proxy".

Holder

The person duly identified and registered in the insurance policy.

Insured Vehicle

The automotive unit described in the Summary of this Policy, including the parts or accessories fitted to each specific model or type offered on the market by the manufacturer, provided that said unit is manufactured in the United Mexican States or is in the country legally.

Insurance Assistance

Roadside Assistance

Travel Assistance

Subject to the General Terms and Conditions of the Policy and when the Policy Summary confirms that this coverage has been contracted, Zurich agrees to render travel assistance services to the Policyholder and/or Beneficiary 24 hours a day during the term of the Policy and pursuant to the terms and conditions defined in the following:

Travel Assistance Clauses

One.

The services offered here consider the following persons as Beneficiaries:

- a) The holder of the driver's license indicated in the Policy Summary for insurance that only covers the Civil Liability of the Driver of the vehicle depending on the type of Driver's license and where, therefore, in the Policy only the name of the holder of the driver's license, the number of the license and the issuing state are specified.
- b) The Owner of the vehicle that appears in the Policy Summary, provided that travel assistance has been contracted for said vehicle. If the vehicle belongs to a company, the Beneficiary will be the Driver expressly or tacitly authorized by the Owner.
- c) The occupants of said vehicle, provided that their number does not exceed the maximum capacity of persons specified by the manufacturer.

All the aforementioned persons shall be considered to the Beneficiaries of the services of this contract.

Two.

For the purposes of this Policy, the vehicle covered must be precisely as specified in the Policy Summary.

Three.

The services covered by this contract shall only be valid within the territorial limits of the Mexican Republic.

Four.

The Beneficiaries described in Clause One shall be entitled to the following travel assistance services and benefits:

a) Reimbursement of Emergency Transportation Expenses.

Zurich shall reimburse Beneficiaries up to a maximum of US\$150 (One hundred and fifty US Dollars **legal currency in the United States of America**) for transportation expenses incurred as a direct consequence of a road traffic accident or mechanical breakdown.

b) Medical Reference.

The Beneficiary shall have 24 hour-a-day access to a medical reference telephone service to obtain information and doctors throughout the entire Mexican Republic. This service will be available five days before starting the journey and will last for its duration.

Under no circumstance shall Zurich assume any liability for the quality or result of the medical services provided by the professionals or hospital referred. All the services requested by the Beneficiaries shall be at their cost and risk.

c) Transmission of Urgent Messages.

Zurich will transmit, at no cost to the Beneficiary, the emergency messages related to any event covered by the contract to the relative named.

d) Tourist Information.

The Beneficiary will have access to a bilingual tourist "hot-line" 24 hour a day to obtain information or Mexican highways and roads, hotels, formalities and requirements (passports, visas, vaccines, customs duties, exchange rate, etc.).

Under no circumstance shall Zurich assume any liability for the quality or result of the medical services provided by the service providers referred. All the services requested by the Beneficiaries shall be at their cost and risk.

e) Administrative Assistance.

Zurich will assist the Beneficiary by providing information and advice on the formalities to be completed in the event of the loss and/or theft of documents and personal effects.

Five. Exclusions

Zurich shall not assume the cost of expenses incurred or derived from:

- 1) Natural disasters such as flooding, earthquakes, volcanic eruptions, cyclones and hurricanes.**
- 2) Acts or the consequences of riots or terrorism.**
- 3) Acts or the consequences of military or public safety actions of the forces in the exercise of their duty.**
- 4) Damage caused by nuclear power.**
- 5) Damage incurred and/or caused by the insured vehicle when driven by a third party without the express or tacit consent of the Owner or Beneficiary or incurred after the theft of the insured vehicle.**
- 6) Services contracted without the prior knowledge or direct intervention of Zurich, except in cases of proven Force Majeure in which the Beneficiary is able to provide evidence of the circumstances the prevented Zurich from being contracted directly.**
- 7) Services and expenses of hitchhikers picked up by the Driver.**

Six.

This contract covers the vehicle stipulated in the Policy Summary to receive the following services:

a) Vehicle Towing.

In the event of the immobilization of the vehicle due to breakdown. Zurich shall take the steps necessary to facilitate or reimburse the towing service to take the vehicle to workshop selected by the Beneficiary in the nearest town.

The maximum limit for this benefit will US\$150 (One hundred and fifty US Dollars) for automobiles and US\$200 (Two hundred US Dollars) for motor homes. **Limited to two events during the Policy Term.**

In all cases, the Beneficiary shall be responsible for all expenses, spare parts and fuel necessary for the repair of the vehicle. **Under no circumstance shall Zurich assume any liability for the quality or result of the repairs.**

b) Emergency Roadside Assistance.

In the event of minor breakdowns and at the request of the Insured, Zurich shall send and cover the cost of qualified personnel to assist, such as changing tires, jump-starting or sending fuel to get the vehicle on the road again.

1) Fuel supply:

If the insured vehicle runs out of fuel and at the request of the Insured, Zurich shall organize fuel of the type available in Mexican territory to be sent in sufficient quantity to enable the vehicle to reach the next gas station. The Insured Party must tell the traffic cabin what type of fuel is required: Premium or Magna. A maximum of five liters of gasoline will be supplied and charged to the Insured Party. **Limited to two events per year.**

2) Flat tires:

If any of the vehicle's tires has a puncture or goes flat, Zurich shall send and cover the cost of qualified personnel to change the punctured tire, the spare of the insured vehicle or inflate the flat tire. **Limited to two events per year and up to an amount equivalent to US\$40 (legal currency in the United States of America) per service.**

3) Jump-starts:

In the insured vehicle requires jump-starting to continue its journey, Zurich shall send and cover the cost of a service provider to get it started. Zurich shall not be liable for damage caused as a result of electrical faults in the insured vehicle. **Limited to two events per year and up to an amount equivalent to US\$40 (legal currency in the United States of America) per service.**

c) Passenger transportation:

If there are two or more passengers in the vehicle as the time of the breakdown, Zurich shall provide transportation for them to the nearest town to where the vehicle is towed, within the limits and in accordance with the provisions of Clause Four.

d) Roadside Assistance on the Northern Border.

The parties agree that, in the event of mechanical fault or breakdown, the insured unit may be towed to closest crossing point to the United States of America, when it is within a maximum distance of 200 kilometers in the northern border zone of the Mexican Republic. **Limited to two events per year and up to an amount equivalent to US\$150 (legal currency in the United States of America) per service.**

e) EXCLUSIONS:

Zurich shall not assume or be responsible for expenses derived from:

- I. Vehicles expressly used for public or private freight or passenger transfer services or leased vehicles.**
- II. This exclusion applies to buses and trucks that exceed 3.5 tons body weight.**

Seven.

At the time of the occurrence of any event covered by this contract, the Beneficiary must notify Zurich immediately, providing the name, policy number, license plates and location, as well as the assistance required. The call will be taken by bilingual personnel.

Eight.

The Beneficiaries hereby consent to that from the time that Zurich make the payment for any of the services provided for, to assign to Zurich all their rights to third parties and to provide all the documents requested.

Nine.

Zurich shall make the payments referred to in this contract provided they do not imply any profit for the Beneficiaries.

Ten.

The services referred to in this contract shall be rendered:

1. Directly by Zurich through the third party service providers that it contracts under its own liability;
2. Except for unforeseen circumstances or events of Force Majeure that prevent it;
3. With regard to the vehicle, only when it is used by any of the beneficiaries or third parties with their express or tacit consent.

Eleven.

This coverage will be governed by the current Mexican Legislation and any legal action related to it shall be taken in the United Mexican States.

Legal Assistance

Notwithstanding the provisions on this matter in sub-section c) of Clause. 1.- Exclusion from the General Conditions, when this coverage has been confirmed in the Policy Summary as contracted. Zurich shall provide legal advice and defense to the beneficiary during the Policy Term 24 hours a day in the rights and obligations applicable to said beneficiary as a result of offenses committed in Mexican territory in normal traffic and of the following incidents:

- I. Running over persons.
- II. Collisions.
- III. Roll-overs.
- IV. Total theft of vehicle.

Zurich shall conduct all the administrative and legal formalities necessary as provided in the Legal Assistance Clauses:

Legal Assistance Clauses

One. Territoriality.

All the services stipulated in this contract shall be rendered solely and exclusively within the territory of the United Mexican States.

Two. Homicide, injuries, third-party property damage, attacks on general communication channels.

If as a consequence of any incident, the Beneficiary commits these offenses. Zurich shall assign a lawyer with the legal capacity in the preliminary investigation or criminal proceedings, file the motions for the defense of the Beneficiary, such as the eye-witness inspections, reconstruction of the events, applying for the admissible writs for constitutional relief (amparo), confirmation of damage, complaints, enter into agreements, etc. Zurich shall also request the expert opinions necessary to clarify the incident.

At the time necessary, the defense attorney will process the Beneficiary's released on bail in the amount set by the authorities for such purpose and Zurich shall pay the respective premium or premiums without limitation of the amount. When the authority requires that the surety to release the Beneficiary on bail be paid in cash, Zurich shall pay it up to the amount of the sum insured in the Civil Liability Policy. In both cases in accordance with the provisions of Legal Assistance Clause Seven, if the amount of the surety is greater than the amount of the sum insured in the Civil Liability Policy, the difference shall be paid by the Insured Party and its Beneficiary.

When due to the nature of the incident legal proceedings are brought against the Beneficiary, the lawyer's efforts shall be focused on obtaining an acquittal from the examining magistrate. However, when the judgment results in a conviction, in addition to filing the motions to appeal against it, the lawyer shall request the Beneficiary's release on bail in order to suspend the enforcement of the sentence and if applicable, Zurich shall pay the bail bond set without any limit as stipulated in Legal Assistance Clause Seven.

Three. Collisions and Rollovers

Zurich shall provide the legal advice and defense necessary to the Beneficiary through a lawyer with the due legal capacity, shall ensure that the legal formalities of the admissible administrative or legal procedures are completed, representing the Policyholder and/or the Beneficiary before the Criminal Authorities that hear the case until the final ruling is issued .

If due to the incident, a third party were responsible for causing the damage to the vehicle, the lawyer appointed shall conduct the legal proceedings necessary with the investigation file or the criminal process to obtain the remedy of the damage caused from the party responsible.

If the Beneficiary were ruled as guilty in the incident and ordered by the authorities to remedy the damage caused, the lawyer shall assist in ensuring that the payment is just and fair.

Four. Total theft of Vehicle.

When the Policyholder and/or Beneficiary is robbed completely of the vehicle, Zurich shall provide advice on how to prepare the report of the jurisdictional authorities.

Five. Return of the Vehicle.

If the vehicle is detained by the authorities as a result of the incident or Total theft, its return shall be processed once the Policyholder provides the documentation that demonstrates to the authorities the legal capacity, ownership and legal presence of said vehicle in the Mexican Republic.

Under no circumstance shall pay any fines, legal or regulatory infractions, pounds or similar, duties, etc.

Six. Notification of Incident.

The Beneficiary shall inform Zurich immediately of any loss or incident incurred, providing the names of the Policyholder and/or Beneficiary, the characteristics and information on the vehicle involved, the Policy number, the location of the both and Beneficiary and the vehicle, is possible, and a description of the incident.

Seven. Bonds and Sureties.

Zurich shall pay the amounts of bail in full and shall deposit the sureties in cash as necessary to obtain the provisional release of the Beneficiary on bail, with the requirement that the Beneficiary or the Policyholder request and provide a collateral guarantee to the satisfaction of Zurich.

Eight. Items not Covered.

Under no circumstances shall Zurich pay:

- a) Administrative fines**
- b) Storage or similar, such as duties, maneuvers, towing services not provided by authorized suppliers.**
- c) Remedy of losses and damages caused to the Beneficiary, Policyholder or Third parties.**
- d) The amount of bond premiums or any other type of surety set by the authorities to guarantee the remedy of the loss, damage or moral damage caused by the claim.**
- e) Expenses and professional fees incurred to attend to matters other than the criminal matter.**

Nine. Legal Assistance Exclusions.

Zurich shall be released from rendering the service and other benefits stipulated in this Assistance, when the Policyholder or the Beneficiary:

- a) Is accused of committing an offense other than normal road traffic offenses.**
- b) Commits any crime intentionally or is involved in the intentional committal of any crime.**
- c) The Policy has not been paid.**
- d) Conceals any written or verbal information related to the incident.**
- e) Fails to appear at any subpoena or hearing called or ordered by the authorities with jurisdiction over the incident.**
- f) Commits another crime of any time while on bail.**
- g) When in a state of inebriation or under the influence of drugs not prescribed by a doctor at the time of the incident, unless fault, lack of expertise or severe negligence cannot be attributed to the Driver in the occurrence of the claim.**

Ten. Guarantee.

The Policyholder and/or the Beneficiary may, in turn, engage at the expense of Zurich, the lawyer in which it has the best confidence in the place where the incident occurred to receive the services stipulated in this contract, in the following cases:

- a) Not being able to inform Zurich of the incident by any means within the first six hours from its occurrence.
- b) Within the first six hours from reporting the incident to Zurich, the lawyer appointed has not commenced the respective legal defense or advice.
- c) When the procedures of the lawyer appointed by Zurich are contrary to the legitimate defense of the Policyholder's and/or Beneficiary's interests.
- d) In the three preceding cases, the Policyholder and/or Beneficiary may request its lawyer to contact Zurich, otherwise, Zurich shall not be liable in any manner for the fees and expenses incurred by the Policyholder and/or Beneficiary.
- e) The use of the guarantee granted to the Policyholder's and/or Beneficiary in this Clause shall automatically release Zurich from liability for the results of the legal counsel and/or defense.

Eleven. Limit of Coverage.

Zurich shall be obliged to arrange and deposit the criminal guarantees (bonds or sureties) required by the authority to release the Insured and/or vehicle following a road traffic offense, provided that it is a jurisdictional authority that hears and claim and sets the amount. This guarantee shall be deposited up to the limit contracted in the Civil Liability coverage of the Policy pursuant to its General Conditions. If amount of the bond or surety is greater than the insured sum, the Insured Party or Policyholder shall pay the difference.

In the case of the presentation of the guarantee for the release of the Insured Party. The Insured Party shall be obliged to sign a letter of acceptance of responsibility for Zurich in which it commits to: Cooperate in the due follow-up of the matter, appearing before the respective Authorities as many times as required or summoned. The Insured Party shall also be obliged to reimburse Zurich the amount of the surety deposited on its behalf before the respective authority as a consequence of the services contracted, as soon as said Authority reimburses it.

All the expenses related to the repair of damage, fines, pounds, overnight parking , etc., shall be paid by the Insured Party or Zurich, as applicable.

In the event that due to causes attributable to the Insured Party, the Authority requires that the guarantee be deposited its release, the Insured Party shall be obliged to reimburse said amounts to subject to the provisions of the documentation and/or resolutions issued by the respective authority.

If the processing of the claim is conditioned to the exclusions of the Policy, Zurich shall not be obliged to grant the respective bonds or sureties. If Zurich accepts the claim later, it undertakes to deposit the respective guarantee.

Zurich shall not grant and bond or surety for the same item in the same claim or when the guarantees are enforced due to any situation attributable to the Insured Party.

Twelve.

This coverage will be governed by the current Mexican Legislation and any legal action related to it shall be taken in the United Mexican States.

Medical Evacuation

Subject to the General Conditions of the Policy, through the obligation to pay the respective premium and when the Policy Summary confirms that this coverage has been contracted, Zurich agrees to render the emergency medical transfer service to the Policyholder and/or its Dependents during the term of the Policy and pursuant to the terms and conditions defined in the following:

Medical Evacuation Clauses

One. Emergency medical transfer in ambulance.

Zurich shall provide the specialized medical transfer service to the most suitable hospital in the Mexican Republic by road in an intensive care ambulance in the following cases:

- a) As a result of an injury that threatens the life of the Policyholder and/or its Dependents and that requires admission to the nearest hospital.
- b) If the hospital in the Mexican Republic where Policyholder and/or its Dependents are admitted does not have the necessary and sufficient resources to attend to the injury adequately.
- c) If the hospital in the Mexican Republic does not have the necessary and sufficient resources to attend to the Policyholder's and/or its Dependents' injuries adequately, Zurich shall provide the most suitable specialized medical transfer service to the cities of San Diego, California; Houston, Texas or Miami, Florida, in the United States of America.

In all cases, the decision to make the transfer and the selection of the most suitable means of transportation shall be taken jointly by the treating doctor and Zurich's doctor.

Zurich shall not assume any liability whatsoever for the acts or omissions by the medical professionals, the medical installations, lawyers or any person not related to Zurich.

Two. Territoriality.

The benefits described provide coverage for the Policyholder and/or its Dependents for serious injuries that occur while said parties are within the territory of the Mexican Republic.

Three. Dependent.

For the purposes of this assistance, dependents shall be considered a direct relatives of the Insured Party, the spouse and children up to 25 years of age living at the same domicile as the Insured Party and depend economically on the Insured Party.

Four. Notice

At the time of the occurrence of any event covered by this assistance, the Beneficiary must notify Zurich immediately, providing the name, policy number, license plates and location. The Insured Party shall refrain from making arrangements before receiving the benefits covered under this assistance in order that they be provided at no cost.

Five. Other Insurance

Zurich shall reserve the right to coordinate the aforementioned benefits with any other insurance company that is able to cover the Beneficiary under another insurance contract.

Six. Exclusions.

Zurich shall reserve the right to suspend or limit the services when:

- a) **There is a war, nuclear war, biological war, civil war, catastrophe or Force Majeure, including refusal by the local authorities.**
- b) **The coverage does not include injuries self-inflicted by the Insured Party or injuries that can be treated locally, childbirth or traveling for the purpose of obtaining medical treatment.**
- c) **No injury incurred from the practice of extreme sports, professional or otherwise.**

- d) **Injuries suffered by the Insured Party or Beneficiary while under the influence of drugs narcotics or alcohol, duly confirmed.**
- e) **Injuries suffered while committing any intentional crime are excluded.**

Roadside Assistance, Medical Assistance and Travel Assistance

The Roadside Assistance, Medical Assistance and Travel Assistance program protects almost all legal motoring eventuality 24 hours a day, 365 days a year. With only a single call, Zurich will provide the material resources necessary to solve your problem, based on the following:

- a) The duration of the assistance services shall only be for the period stipulated in the Policy from where the rendering of the service originates.
- b) The Roadside Assistance, Medical Assistance and Travel Assistance services shall be provided in Mexican territory during the Policy Term, with the exception of travel information requests.
- c) The risks covered by the insurance policy shall be limited only to the risks described in each coverage. **No other risk is covered.**
- d) All events must be reported before leaving the Mexican Republic. The payment of many loss not reported may be declined.

1. Roadside assistance within the Mexican Republic:

Assistance to the insured vehicle within Mexican territory consists of:

I. Basic roadside assistance and towing in the Mexican Republic:

In the event of minor breakdowns and at the request of the Insured, Zurich shall send and cover the cost of qualified personnel to assist, such as changing tires, jump-starting or sending fuel to get the vehicle on the road again under its own power and reach its nearest destination.

The services shall be rendered in accordance with the following:

1) Fuel supply:

If the insured vehicle runs out of fuel and at the request of the Insured, Zurich shall organize fuel of the type available in Mexican territory to be sent in sufficient quantity to enable the vehicle to reach the next gas station. The Insured Party must tell the traffic cabin what type of fuel is required: Premium or Magna. A maximum of five liters of gasoline will be supplied at no charge to the Insured Party. Additional liters of gasoline will be charged to the Insured Party. **Limited to two events per year.**

2) Flat tires:

If any of the vehicle's tires has a puncture or goes flat, Zurich shall send and cover the cost of qualified personnel to change the punctured tire, the spare of the insured vehicle or inflate the flat tire. **Limited to two events per year and up to an amount equivalent to US\$40 (legal currency in the United States of America) per service.**

3) Jump-starts:

In the insured vehicle requires jump-starting to continue its journey, Zurich shall send and cover the cost of a service provider to get it started. Zurich shall not be liable for damage caused as a result of electrical faults in the insured vehicle. **Limited to two events per year and up to an amount equivalent to US\$40 (legal currency in the United States of America) per service.**

4) Other liquids:

If the insured vehicle requires other liquids to be able to continue its journey, they must be requested from Zurich and, if possible, they will be provided to the Insured Party at a cost subject to the authorization of the Insured Party. **Limited to two events per year and up to an amount equivalent to US\$40 (legal currency in the United States of America) per service.**

5) Sending and payment for towing in the Mexican Republic:

In the event of an accident or breakdown while traveling through Mexico, Zurich shall cover the towing or transfer expenses of the Insured vehicle to the nearest workshop in the state or city where the accident or breakdown occurred.

In all cases of towing of vehicles, the Insured Party or the person designated must remain with the vehicle on the arrival of the tow-truck and accompany the vehicle during the entire transfer. **Limited to two events per year and up to an amount equivalent to US\$200 (legal currency in the United States of America) per service.**

6) Roadside assistance on the northern border:

The parties agree that, in the event of mechanical fault or breakdown, the insured unit may be towed to closest crossing point to the United States of America, when it is within a maximum distance of 200 kilometers in the northern border zone of the Mexican Republic. **Limited to two events per year and up to an amount equivalent to US\$200 (legal currency in the United States of America) per service.**

To request the Basic Roadside Assistance service within Mexican territory, the Insured Party should contact Zurich on telephone numbers 800-282-0787 or 800-288-6911.

The Insured Party must identify itself as such and provide the following information:

- a) Full name.
- b) Policy number.
- c) Exact location.
- d) Type of service required.

II. Roadside Assistance

a) Reference mechanical workshops.

If the vehicle can be driven under its own power and at the request of the Insured Party, Zurich shall provide updated information on the automotive service workshops and dealership closest to the place of the accident or breakdown. **Unlimited events.**

b) Sending of locksmith.

If the vehicle cannot be moved due to the loss of the keys or if they are locked inside it, Zurich shall arrange for a locksmith to be sent to the place where the vehicle is located only to open it. **Limited to one event during the Policy Term.**

To be able to grant this service, in all cases the Insured Party must identify itself to the locksmith before proceeding to open the vehicle and remain present while the service is performed.

The service will be charged to the Insured Party, subject to quotation by telephone and the acceptance by the Insured Party. **The cost of spare parts, the repair of locks and/or the programming of keys or chips will be payable by the Insured Party.**

c) Stays and journeys by Insured Parties due to the immobilization or theft of the vehicle.

In the event of breakdown, accident or theft of the vehicle, the Insured Party shall have the option to select just one of the following services:

1. Payment of hotel.

When the vehicle cannot be repaired within the first 24 hours from its immobilization, based on the criterion of the manager of the workshop selected by the Insured Party or when in the event of the theft of vehicle, it cannot be recovered within 24 hours of the theft and after eight hours from the claim. **Zurich shall pay the Insured Party's accommodation costs for two nights in a hotel up to a maximum amount equivalent to US\$300 (legal currency in the United States of America) per event. Limited to one event per year.**

The personal expenses of the accommodation shall be paid by the Insured Party.

2. Automobile rental.

In the event that the vehicle cannot be repaired within 36 hours once towed to the nearest workshop or if, in the event of the Total Theft, it cannot be recovered within 36 hours from the claim and filing the theft report before the authorities, Zurich shall provide through its service network a sub-compact automatic transmission, air conditioned four-door vehicle of up to three years old in accordance with the following conditions:

- a) Applies only to private automobiles and pick-ups.
- b) Operates in the event of the admission of claims for Write-offs or Total Theft of the insured vehicle, both cases once accepted and determined by Zurich, provided that that the valuation of the damage or loss is greater than the deductible of the Material Damages or Total Theft coverages in accordance with the coverage affected.
- c) The coverage takes effect from the time Zurich informs the Insured Party of the determination of the Write-off.
- d) The maximum limit of liability for this coverage is stipulated in the Policy Summary.
- e) This coverage ends on any of the following dates that falls first within the insured limit:
 - » The date on which the indemnity of the insured vehicle is paid for Total Theft or Write-off due to Material Damages.
 - » The date on which the insured vehicle is returned to the Insured Party once located if the Total Theft coverage has been affected.
 - » The date on which the maximum limit of liability established for this coverage is exhausted.

Maximum Limit of Liability

The limit of liability will apply in accordance with the following table:

The amount of the insured sum shown in the Policy Summary.	The equivalence in calendar days for the application of car loans
\$ 13,000	15 days.

This coverage is limited to one event during the Policy Term.

If the car loan option cannot be offered, the reimbursement option shall apply.

Requirements to be met by the Beneficiary

In order to be granted the use of a *Substitute Automobile*, the Beneficiary shall:

- Be at least 18 years of age.
- Hold a valid drivers' license.
- Provide a valid official identification.

- Sign the service provider's contract.
- Guarantee the return of the *Substitute Automobile* in the conditions it was received with a credit card, a referenced bank counter payment or an electronic transfer (SPEI), as well as pay any additional expense that may arise.
- If the Insured Party is a company, the Beneficiary of the coverage must be appointed by the Insured Party's Legal Representative.

Documentation required to grant the service

The Beneficiary must provide the following documentation:

- A copy of the Write-off notification letter issued by Zurich.
- A copy of the Policy contracted with Zurich, in which the Auto Sustituto Pluz coverage, of any, is shown.

In the event of Partial Loss due to Material Damage:

When Zurich determines a Partial Loss of the insured vehicle as a result of Material Damages claim in accordance with the stipulations of Clause 10. Bases for the Valuation and Indemnity of Damage, Zurich shall provide through its service network a sub-compact automatic transmission, air conditioned four-door vehicle of up to three years old in accordance with the following conditions:

- a) Applies only to private automobiles and pick-ups.
- b) Operates in the event of the admission of claims for Partial Loss due to Material Damage to the insured vehicle, both cases once accepted and determined by Zurich, provided that that the valuation of the damage or loss is greater than the deductible of the Material Damage coverage.
- c) This coverage starts after the second calendar day from the date Zurich approves the valuation.
- d) Claim for Partial Loss that has been accepted and determined by Zurich, and is opted to be repaired but requires more than five business days.
- e) The maximum limit of liability for this coverage is stipulated in the Policy Summary.
- f) This coverage ends on any of the following dates that falls first within the insured limit:
 - » The date on which the insured vehicle is delivered to the Insured Party with the damage repaired.
 - » The date on which the maximum limit of liability established for this coverage is exhausted.

Maximum Limit of Liability

The limit of liability will be in accordance with the following table:

The amount of the insured sum shown in the Policy Summary.	The equivalence in calendar days for the application of car loans.
\$ 13,000	15 days.

This coverage is limited to one event during the Policy Term.

If the car loan option cannot be offered, the reimbursement option shall apply.

Requirements to be met by the Beneficiary

In order to be granted the use of a *Substitute Automobile*, the Beneficiary shall:

- Be at least 18 years of age.
- Hold a valid drivers' license.
- Provide a valid official identification.
- Sign the service provider's contract.
- Guarantee the return of the *Substitute Automobile* in the conditions it was received with a credit card, a referenced bank counter payment or an electronic transfer (SPEI), as well as pay any additional expense that may arise.
- If the Insured Party is a company, the Beneficiary of the coverage must be appointed by the Insured Party's Legal Representative.

Documentation required to grant the service

The Beneficiary must provide the following documentation:

- A copy of the workshop admission order granted by Zurich with the entry stamp to the repair center authorized also by Zurich.
- A copy of the Policy contracted with Zurich, in which the Auto Sustituto Pluz coverage, of any, is shown.
-

Delivery and Guarantee.

The *Substitute Automobile* will be delivered to the Beneficiary at the installations of the automobile supplier appointed by Zurich nearest to the Insured Party's domicile or at the Insured Party's domicile arranged beforehand with the Supplier.

If the *Substitute Automobile* is not available immediately at the location where the service is requested, Zurich undertakes to provide a vehicle of a similar category as the *Substitute Automobile* within the 24 hours following the request for the service and the presentation of the "**Documentation required to grant the service**". The Beneficiary must, however, return it to the same location on the completion of the maximum period of days of the limit of liability contracted.

If the supplier fails to provide the *Substitute Automobile* within the 24 hours following the request for the service and the presentation of the "**Documentation required to grant the service**" in this coverage, the **Reimbursement** option shall be applied.

Obligations of Beneficiary.

Additionally for this Coverage, the Beneficiary shall be obliged to:

- a) Return the *Substitute Automobile* provided immediately on the expiration of the terms indicated in this Coverage.
- b) The Beneficiary shall pay the rental rates of the *Substitute Automobile* set by the provider in the event that the use of said vehicle exceeds the number of days granted by this Coverage.
- c) The time established for the return of the *Substitute Automobile* loaned to the Beneficiary will always be 12:00 hours, with a maximum tolerance of two hours. After that time, the Beneficiary will be charged an additional day in accordance with the rental rates set by the service provider.
- d) The *Substitute Automobile* shall be returned with the same amount of gasoline registered at time it was received by the Beneficiary. Any shortages of gasoline will be charged to the Beneficiary.
- e) If the *Substitute Automobile* loaned is involved in an accident, the Beneficiary undertakes to pay the Deductible stipulated in the rental contract signed with the provider.

- f) Pay all the additional costs and expenses (gasoline used, additional days, deductibles, losses, etc.) related to the *Substitute Automobile*.
- g) Any traffic fines and/or surcharges imposed on the *Substitute Automobile* while assigned to the Beneficiary must be paid by said party within a maximum term of 15 days from their notification dates.
- h) The *Substitute Automobile* shall be returned in the same physical and mechanical conditions as it was assigned and confirmed in the inventory check document of the provider nearest to the Insured Party's domicile.

Exclusions from the service

Under no circumstance shall this Coverage include:

- a) **The rendering of the service outside the Mexican Republic.**
- b) **Any situation of fraud or bad faith, as well as the inaccurate statement or misstatement by the Beneficiary or the Insured Party in order to induce the provider to error.**
- c) **Not meeting any of the requirements of these conditions.**
- d) **That at the time of requesting the service, the Beneficiary is under the influence of drugs, stimulants, alcohol or stupefying and psychotropic substances) and/or unfit to drive.**
- e) **The provider shall reserve the right not to render the service when doing so may put its staff or other vehicles at risk.**

Suspension of the service

The following shall be causes for suspension of the service:

- a) **Using the *Substitute Automobile* for the purposes of profit.**
- b) **Abandoning the *Substitute Automobile*.**
- c) **Disobeying Federal, state or local traffic signals.**
- d) **Using the *Substitute Automobile* to tow trailers.**
- e) **Forcing the *Substitute Automobile* beyond its normal resistance and/or capacity.**
- f) **Participating directly in safety, resistance or speed tests using the *Substitute Automobile*.**

- g) Driving the *Substitute Automobile* while under the influence of alcohol or drugs.**
- h) Driving the *Substitute Automobile* without a valid driver's license granted legally by the respective authority.**
- i) Driving the *Substitute Automobile* on unpaved tracks and/or roads.**
- j) Using the *Substitute Automobile* to perform illegal activities.**
- k) Using the *Substitute Automobile* for public passenger or merchandise transportation services.**

3. Travel Continuance Expenses.

When the repair of the vehicle exceeds 36 hours, Zurich shall organize and assume the expenses for the Insured Party and its companions to continue the journey to the original destination, provided that the total amount of the remaining journey does not exceed the cost of the return to the place of permanent residence. This journey shall include a round-trip ticket in economy class in the means of land or air transportation most suitable and available in the place of the event to enable the Insured Party to return for the vehicle. **Limited to one event per year and up to an amount equivalent to US\$200 (legal currency in the United States of America) per service.**

This service also includes a single ticket for each companion in economy class in the means of land or air transportation most suitable and available in the place of the event up to a maximum amount equivalent to **US\$200 (legal currency in the United States of America) per service, limited to one event per year.**

4. Travel expenses for the Insured Party and the Occupants to return to their place of permanent residence.

Zurich shall organize and assume the transportation expenses of the Insured Party and/or companion(s) to their place of permanent residence for:

- 1.1 A single ticket in economy class for the Insured Party and/or companion(s) in the means of land or air transportation most suitable and available in the place of the event to their place of permanent residence. **This benefit applies only to the maximum number of occupants per vehicle. Limited to one event per year and up to an amount equivalent to US\$200 (legal currency in the United States of America) per service.**
- 1.2 A round-trip ticket in economy class in the means of land or air transportation most suitable and available in the place of the event to enable the Insured Party to return for the vehicle. **Limited to one event per year and up to an amount equivalent to US\$200 (legal currency in the United States of America) per service.**

2. Domestic travel assistance:

The travel assistance shall consist of:

I. Consultation.

Zurich shall provide the Insured Party with information about:

- The opening times of museums in the main cities of the world.
- Weather reports in the Mexican Republic.

- Sporting events and shows in certain cities around the world. (Limited to general events promoted by OCESA/CIE).
- Immediate reference service of: doctors and hospitals, removers, air ambulances, clinical studies and analysis laboratories, funeral directors, emergency institutions, airports and bus stations, Mexican consulates and offices for formalities with the jurisdictional authorities.
- Requirements or vaccinations and visas in other countries and at the request of the Beneficiary and/or the Occupant(s) Zurich will coordinate the telephone liaison with Embassies and Consulates in Mexico.
- Ticket bookings on many means of commercial transportation such as air, automobile, rail, cruise ships and helicopters, as well as hotels in the main cities of the world. (Subject to availability).
- Bookings at restaurants, cultural or sporting events, theaters and concerts in Mexico and in the main cities of the world. (Subject to availability).
- Telephone information on shopping malls, nightclubs and attractions in the main cities in the Mexican Republic.
- Assistance in shopping and delivering gifts, flower arrangements, general items and car rental in the main cities in the world.

The Insured Party shall bear the costs of all the aforementioned items.

Unlimited events assistance.

II. Administrative assistance.

In the event of the theft or loss of travel documents essential to continue the journey, such as passport, visa, air tickets, etc., Zurich shall provide guidance on the procedure to be followed to report the theft or loss and the recovery or re-issuance of the documents lost or stolen.

If the objects are recovered, Zurich shall send them to where the Beneficiary and/or companion(s) are located or their place of permanent residence subject to the terms and conditions of the specialized messenger service engaged by Zurich. Any additional charges (duties, fines, etc.) **shall be paid by the Beneficiary and/or companion(s). Unlimited events.**

3. International travel assistance:

I. Transmission of urgent messages.

At the request of the Insured Party, Zurich shall transmit the urgent messages required as a result of the events covered by this Exhibit in order to keep relatives, the treating doctor and the company where the Beneficiary and/or the companion(s) work informed. Zurich shall cover the cost of the communications. However, under no circumstance shall Zurich assume any liability for the content, accuracy or the form of the information transmitted. **Unlimited events.**

II. Localization and resending luggage and personal effects.

In the event of the theft or loss of the Insured Party's luggage and personal effects, Zurich shall advise on reporting the theft or loss and assist in finding it. If the objects are recovered, Zurich shall send them to where the Beneficiary is located or its place of permanent residence subject to the terms and conditions of the specialized messenger service engaged by Zurich. Any additional charges (duties, fines, etc.) shall be paid by the Beneficiary and/or companion(s). **Unlimited events.**

Beneficiaries: The Driver and the occupants of the vehicle. **Unlimited events.**

4. Medical assistance during domestic travel:

The medical assistance shall consist of:

I. Medical reference:

At the request of the Insured Party, Zurich shall provide updated information on doctors, clinics and hospitals in the main cities in the Mexican Republic, 24 hours a day, 365 days a year. If there is no network in the place where the Insured Party and/or its companion(s), Zurich shall provide the information on the nearest facilities. **Unlimited events.**

In the same manner and at the request of and cost to the Insured Party, **in unlimited events**, Zurich may coordinate the following medical attention services:

a) Booking appointment for the patient at doctor's or specialist's offices.

b) The check-up or consultation of the patient at a specialized hospitals.

i. Telephone medical consultation.

Zurich shall provide the Insured Party with its Network of Doctors for telephone consultations 24 hours a day, 365 days a year for all health matters.

Zurich will not issue a medical diagnosis, but shall, at the request of the Insured Party, provide the doctors necessary to do so. **Unlimited events.**

ii. Pharmacy reference.

Zurich shall provide references to the pharmacies nearest to the Insured Party's domicile, and if they offer the service, they will deliver the medications required by the Insured Party, who shall cover their cost. **Unlimited events.**

II. Home visit by doctor.

At the request of the Insured Party and/or its companions, Zurich may arrange to send a doctor to its domicile. The cost of the consultation will be indicated beforehand and if accepted, the Insured Party shall pay the doctor's fees in full on the completion of the visit. **This benefit shall operate without any limit in the main cities in the Mexican Republic.**

Zurich shall not be liable for the quality of the services rendered or for the attention or lack thereof by said doctors or medical institutions, the costs incurred or the consequences thereof.

III. Land medical transfers.

If the Insured Party suffers an accident that causes injury or trauma such that Zurich, in contact with the doctor in attendance, recommends hospitalization, Zurich shall arrange and cover the cost of the transfer by ambulance of the Insured Party and/or the companion(s) to the nearest hospital suitable for the treatment required. **Unlimited events.**

If necessary for medical reasons, said transfer shall be made under medical supervision.

IV. Emergency air ambulance transfer.

When the use of air ambulance is unavoidable, it shall be provided only from the main cities in the Mexican Republic. From all other cities, the air transfer shall be by commercial airline. **In all cases, the medical transfer shall be limited to two events per year and up to an amount equivalent to US\$1,000 (legal currency in the United States of America) per event.**

V. Transfer for Insured Party after treatment.

When the transfer of the Insured Party with medical assistance or special medical assistance equipment (gurney, extra seat, oxygen, etc.), is necessary on the indications of the treating doctor and subject to the agreement of Zurich. Zurich shall organize and assume the transportation expenses of the Beneficiary and/or and companion(s) in accordance with the conditions required in the case to the Insured Party's place of permanent residence in a commercial airliner. **Limited to two events per year and up to an amount equivalent to US\$1,000 (legal currency in the United States of America) per event. This benefit applies only to the maximum possible number of occupants per vehicle.**

VI. Travel and accommodation for a relative due to injury of the Insured Party.

In the event of hospitalization of the Insured Party as a result of an accident suffered in Mexican territory and that said hospitalization is expected to last more than 5 (five) days. Zurich shall arrange and cover the following expenses:

- i. The cost of a round-trip ticket in economy class from the Insured Party's city of permanent residence for a person appointed by the Insured Party to travel to the place of hospitalization. **Limited to a maximum of one event per year and up to an amount equivalent to US\$1,000 (legal currency in the United States of America).**
- ii. Zurich shall organize and assume the accommodation expenses of the person appointed **up to an amount equivalent to US\$60 (legal currency in the United States of America)** per day for a maximum of 5 (five) calendar days. **Limited to one event per year.**

VII. Extension of the Insured Party's stay due to injury.

In the event that the treating doctor recommends immediate bed rest for the Insured Party following discharge from hospital, Zurich shall cover the costs of the extension of the Insured Party's stay in Mexican territory for convalescence. Such costs shall include the payment of accommodation in a hotel selected by the Insured Party, subject to availability, immediately following discharge from hospital, provided that said extension is prescribed by the treating doctor and Zurich.

This benefit shall be provided in accordance with the following requirements:

- a. That the convalescence commences immediately (the same day) following discharge from hospital or clinic.
- b. The payment will be covered up to an amount equivalent to US\$100 (**legal currency in the United States of America**) daily or its equivalent in Mexican Pesos with a limit of up to 7 (seven) calendar days.
- c. The accommodation payment shall only cover the room and shall exclude personal expenses, which shall always be paid by the Insured Party and/or companion(s).

VIII. Transportation of Accompanying Insured Parties.

When as a result of an accident, injury prevents the Insured Party and the accompanying insured parties from continuing the journey, having been diagnosed by Zurich. The return transfer costs of the accompanying insured parties to the Insured Party's place of permanent residence or the place where the Insured Party is hospitalized shall be covered.

Said transfer shall be by economy-class land or air transportation available at the place of the accident, provided that the transfer to the Insured Party's place of permanent residence cannot be made in the means of transportation foreseen for the purpose of the journey.

Minors shall be accompanied in their transfers by an adult appointed by the Insured Party.

In the event that the accompanying insured parties decide to continue the journey, they shall be deemed to have waived the service and Zurich shall be released from any subsequent claim and/or payment.

This benefit is limited to a maximum of two companions and one event per year to a maximum amount of US\$1,000.

IX. Transfer due to death or local funeral.

In the event of the death of the Insured Party or any of the accompanying insured parties during a journey in Mexican territory, Zurich, through its network of suppliers, shall conduct all the formalities necessary, including the legal formalities and shall take charge of the coordination and payment of funeral expenses, based on the following options:

- a) Transportation or repatriation of the body to the place of burial at the Insured Party's place permanent residence, including all transportation and burial costs in the Insured Party's city of permanent residence,
- b) At the request of the relatives, Zurich shall coordinate and pay the funeral expenses in the place of death.

Important information:

1. Zurich shall cover said service up to a maximum amount of cover equivalent to US\$1,500 (**legal currency in the United States of America**). Any excess shall be paid by the Beneficiary in advance by the Beneficiary.
2. The funeral director shall be assigned depending on the place of death or on the requirements of the repatriation or transfer.
3. The funeral services shall be provided only by qualified providers in the Zurich Network at national level.
4. This service shall be provided in prior request to Zurich.
5. All the items are subject to availability and state legislation.
6. Ashes will not be repatriated.
7. The service for accompanying insured parties is limited to the number of companions for each the insured vehicle is designed for.
8. On the basic funeral service will be provided, which includes:
 - a) Funeral management and guidance.
 - b) Transfer to the funeral directors in hearse.
 - c) Aesthetic arrangement of the body.
 - d) Economy-type metal casket.
 - e) Wake chamber for 24 hours or home chapel.
 - f) Cremation or burial, as applicable.
 - g) An urn for ashes.
 - h) An individual grave in a civil or municipal cemetery .
 - i) Accompanying bus.
9. In addition to the funeral service in Mexican territory, one of Zurich's lawyers shall be send to assist and guide the relatives in conducting the legal formalities in Mexico in relation to the funeral service, such as:
 - a. Assistance to obtain the death certificate of the Ministry of Health.
 - b. Assistance to obtain the death certificate of the Civil Registry.
 - c. Exemption from the autopsy when permitted by the circumstances and the law.
 - d. Official permits and authorizations for burial and cremation.
 - e. In the event of violent death and at the request of the relatives, Zurich shall conduct the formalities necessary before the Public Prosecutor's Office and the coroner to release the body of the Insured Party, and if applicable, file a report against whoever is responsible.

X. Travel and accommodation for a relative due to the death of the Insured Party.

If the Insured Party dies, Zurich shall cover the following for the purposes of collecting the body and conducting the respective formalities:

- i. The cost of a round-trip ticket in economy class from the Insured Party's city of permanent residence to the place of death in order to collect the body and conduct the respective formalities. **Limited to one event per year and up to a maximum amount equivalent to US\$1,000 (legal currency in the United States of America).**
- ii. Zurich shall organize and assume the accommodation expenses of the person appointed **up to an amount equivalent to US\$60 (legal currency in the United States of America)** per day for a maximum of 5 (five) calendar days. **Limited to one event per year.**

5. Obligations of the Insured Party and/or companion(s):

- I. **Request for assistance.** In the event that a situation arises that requires assistance, before taking any action, the Insured Party and/or any of its companions, if the Insured Party were unable to, shall contact Zurich on telephone numbers 800 282- 0787 or 800-288-6911, and provide the following information:
 1. Full name of Insured Party.
 2. Policy number and term of motor insurance.
 3. Indicate the place and telephone number to be contacted or all the information necessary to be able to locate Insured Party and/or companions and information requested by the operator.
 4. Describe the problem and the type of assistance required in detail.

- II. **Safety precautions and measures:** The Beneficiary and/or the companion(s) shall be obliged to take all the actions necessary to avoid or reduce situations that require assistance. As well as refraining from making arrangements or expenses without consulting Zurich.

Services contracted by the Insured Party without the prior consent of Zurich shall not be paid and without having met the requirements mentioned in the assistance paragraphs. Unless in the event of proven Force Majeure that prevents the Insured Party from contacting Zurich or the third-party providers of said services.

- III. **Claims.** Any claim that results from an event and/or is related to a situation that requires assistance must be filed in writing within the 90 calendar days from the event and before leaving the Mexican Republic.
- IV. At the time Zurich pays any of the claims foreseen in these assistance services, the Insured Party shall assign all its rights to third parties to Zurich and provide the documents required for such purpose.
- V. Zurich shall make the payments and indemnities referred to in these assistance services provided they do not imply any profit for the Insured Parties.
- VI. With regard to the vehicle, the services referred to in these assistances shall be rendered only when they are to be used by any of the Insured Parties or third parties with their express or tacit consent to do so.
- VII. The parties agree that in the event of any dispute that arises as a result of these assistance services, they shall waive any jurisdiction to which it may be entitled based on their present or future domiciles and shall be subject to the jurisdiction of the laws and authorities in Mexico.

6. Exclusions:

In addition to the exclusions stipulated in the General Conditions of the insurance policy that includes this coverage, the assistance benefits described in this coverage shall not be provided in the following cases:

- a) When the Beneficiary and/or the companion(s) fail to provide correct and prompt information that due to its nature does not permit the assistance to be provided to the situation.**
- b) When the Beneficiary and/or the companion(s) fail to confirm their legal capacity as entitled to the assistance services.**
- c) When the Beneficiary and/or the companion(s) breach any of the obligations set forth in this Policy.**
- d) When the Driver of the vehicle fails to provide identification as the Beneficiary or companion.**
- e) The Beneficiary is not at the scene of the events.**
- f) When the vehicle covered has entered the country illegally.**
- g) When the situation that requires assistance results from fraud or bad faith of the Insured Party or the Driver or from an intentional incident.**
- h) Due to misuse or undue use of the vehicle without the consent of the Insured Party, such as in the case of theft, abuse of trust, etc.**
- i) Vehicles with modifications other than the original factory-fitted modifications, if they had a direct influence on the accident or breakdown.**
- j) Assistance and/or the expenses of occupants traveling for free, known as hitch-hikers.**
- k) Zurich shall not be responsible for delays or breaches caused due to Force Majeure or the administrative and political characteristics of the location where the services are rendered.**
- l) The providers of the assistance services may be independent contractors; therefore, Zurich shall be responsible for the rendering of the services in accordance with the stipulations of these assistance services and shall not be liable for any deficiencies of said providers under any circumstance. Notwithstanding that they are selected by Zurich, the service providers are duly qualified and skilled according to the service levels of the place, time and circumstances in which the services are rendered.**

- m) Blocking by alarm, maintenance works, checks, major repairs and the fixing of part directly by the user or by third parties shall not be considered as breakdowns for the towing service if they have a direct influence on the accident or breakdown of the insured vehicle, as well as flat batteries, running out of fuel or getting stuck in puddles or sand.**
- n) The insured vehicle will not be towed with cargo or injured occupants aboard nor will maneuvers be performed if stuck in potholes or precipices.**
- o) If the Insured Party leaves the scene of the events.**
- p) Direct violations of the Traffic Regulations valid and applicable in the State and/or the General Highways Law valid and applicable in the Mexican Republic.**
- q) The services shall be excluded when they are required directly due to:**
 - 1. Participation in competitive sports;**
 - 2. Injuries suffered before the start of the journey;**
 - 3. Situations of assistance that occurred during journeys made by the Beneficiary and/or companion(s) against medical prescription.**
 - 4. Due to suicide and/or the injuries or effects caused by attempted suicide.**
 - 5. Due to injuries caused by the voluntary ingestion of alcohol, drugs, toxic substances, narcotics or medications without a medical prescription;**
 - 6. Due to events related to the acquisition or use of prostheses, spectacles or due to pregnancy.**
 - 7. The medical transfer service shall not be provided to pregnant woman within 90 days from the birth.**
- r) Medical, dental and hospital expenses within Mexican territory are excluded.**
- s) Due to natural phenomena such as flooding, earthquakes, volcanic eruptions or cyclones;**
- t) Due to events and/or acts derived from terrorism, riots or popular uprisings;**
- u) Due to events and/or acts of the armed or security forces even in peacetime;**
- v) As a result of events related to radioactive power or any other cause of Force Majeure.**

w) All matters not provided for in these assistance services shall be governed by the General Conditions of the insurance policy that includes this coverage.

7. Reimbursement policy:

The Insured Party and/or companion(s) shall be entitled to the reimbursement of the expenses for services requested with the prior written authorization of Zurich, subject to compliance with the following requirements:

- a) The Beneficiary shall report the expenses incurred and the items before leaving Mexican territory and within 10 calendar days from the event that required the assistance service.
- b) **Under no circumstance shall medical transfers by air be reimbursed.**
- c) For the rest of the medical assistance benefits, the reimbursement shall not be admissible if Zurich has the complete information, which is: The medical report and the information of the treating doctor to confirm that the requirements to grant each benefit are met and in the event of proven emergency or if the Insured Party's life is at risk, and therefore, third parties were required to assist.
- d) If the reimbursement is deemed admissible and is authorized, it shall be paid against the provision of the original fiscal invoice free of crossings-out and amendments and issued in Mexican Pesos (M.N.).
- e) The Holder must file the original invoice or voucher.
 1. All invoices must consider the following data:
ZURICH COMPAÑÍA DE SEGUROS S.A.
Federal Taxpayer's Registration Number (RFC): ZSE950306M48
Address: Tereo Parque Central, Torre B, Piso 20
Boulevard Manuel Ávila Camacho No. 5
Col. Lomas de Sotelo, Naucalpan de Juárez, Estado de México C.P. 53390
 2. Full name of Policyholder and private address.
 3. An letter explaining the situation and reasons for requesting the reimbursement must be send to this address and must indicate the following information:
 - i. Name of Insured Party
 - ii. Address of Insured Party
 - iii. Telephone number of Insured Party
 - iv. Name of Bank
 - v. Address of Bank
 - vi. Branch of Bank
 - vii. Account number for deposit.
 - viii. ABA or Swift Code (for international transfers)
 - ix. Standardized Bank Code (CLABE) (for domestic transfers)
 - x. Attach copy of Policy Summary and original invoices.
- f) The reimbursement shall be paid at the exchange rate prevailing at the banking institution on the day of payment The Insured Party and/or companion(s) that receive the transfer shall pay all the applicable commissions and taxes.

LANGUAGE The English text is provided as a courtesy. The Spanish text contains the Specific Conditions of this coverage and in the event of any dispute, the Spanish text shall prevail over the English text.

Pursuant to the provisions of Article 202 of the Insurance Companies' and Bonding Institutions' Law, the contractual documentation and technical note that make up this product were registered before the National Insurance and Bonding Commission on March 4, 2020, under number CNSF-S0025-0014-2020/CONDUSEF-004259-01.

Consultations and Claims, contact the **Specialized Unit**, Toreo Parque Central, Torre B, Piso 20 Boulevard Manuel Ávila Camacho No. 5, Col. Lomas de Sotelo, Naucalpan de Juárez, Estado de México C.P. 53390. Telephone number (55) 5284 0984 or e-mail: unidad.especializada@mx.zurich.com from Monday to Thursday from 08:00 to 14:00 and from 15:00 to 17:45 hours and Friday from 08:00 to 15:30 hours

National Financial Services Users' Protection Commission (CONDUSEF) Avenida Insurgentes Sur N°762, Colonia del Valle, Ciudad de México, C.P. 03100. Telephone numbers: (55) 5340 0999 and (800) 999 8080. Web page: www.condusef.gob.mx, e-mail: asesoria@condusef.gob.mx