

GENERAL CONDITIONS



Insurance for
**TOURIST AUTOMOBILES,
TRUCKS AND MOTORCYCLES
FOR PERSONAL USE**



Quálitas[®]
Insuring cars
Caring about people

**GENERAL CONDITIONS
INSURANCE FOR TOURIST
AUTOMOBILES,
TRUCKS AND MOTORCYCLES
FOR PERSONAL USE**

The text in English of these general conditions is a courtesy and in the event of controversy and for all legal effects, the Spanish text shall prevail.

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**INSURANCE POLICY FOR TOURIST AUTOMOBILES, TRUCKS
AND MOTORCYCLES FOR PERSONAL USE**

GENERAL CONDITIONS

PRELIMINARY.

Quálitas Compañía de Seguros S. A. de C. V. hereinafter called “**the Company**” and the policy holder, hereinafter called “**the Policy Holder**” have agreed on the coverages and the insured amounts that appear in the front page of the policy as contracted; consequently, those that are not mentioned as covered shall not be valid among the parties, even if they are included and regulated in these conditions.

The risks that may protected under the policy are defined in clause 1st. Coverage’s Specification and its contracting is indicated by the corresponding notes in the front page of the policy, being subject to the liability limits that are therein mentioned.

The term of this agreement is set forth in the policy’s front page.

For the interpretation and purposes of this agreement the manner and terms under which the parties wished to be obligated shall prevail, by reason of which these general conditions apply to the Insurance Contract executed among them, and in all not provided for herein the Law on the Insurance Contract.

DEFINITIONS

For purposes of this contract, the following terms shall have the following meaning:

Breach of Trust: The crime of Breach of Trust is committed, in accordance with the applicable legislation in force, by the person who, to the detriment of someone else, disposes for himself or for another, of any current asset belonging to another, of which the possession and not the ownership has been transferred to him, in accordance with the provisions of Article 382 of the Federal Penal Code and Article 227 of the Penal Code for the Federal District. Likewise, the owner or possessor of the Vehicle Insured by this policy, who, without having the free disposition thereof by

virtue of any legitimate title in favor of a third party, disposes of it to the detriment of another, commits Breach of Trust.

Driver's Accidents: Any automobile accident that produces a physical injury to the driver due to the action of an external, sudden, fortuitous and violent force, while he is inside the insured vehicle and as a consequence of the coverages included in the policy.

Automobile or Traffic Accident: Collisions, turnovers and any event that produces injuries to any person(s) and/or to any asset, including the insured vehicle, produced by an external, sudden, fortuitous and violent force, not depending on the Policy Holder's or driver's will, derived from the use or driving of the insured vehicle, as well as because it is moving in transit or being transferred.

Road Accident: An occasional event originated by somebody's fault or due to acts of God, due to the traffic or movement of one or more motor vehicles, which causes damage, physical injury or even death.

Adaptations and/or Conversions: Any modification or addition to the bodywork, structure, coating, mechanism and/or equipment required by the insured vehicle for its functioning is considered an adaptation and/or conversion.

Risk Aggravation: A certain modification or alteration after the execution of the contract that increasing the possibility of occurrence or dangerousness of an event, affects a certain risk.

Lessor: Provider of Services with whom the Company has a direct payment Agreement and that contractually is obligated to grant the temporary use of leased vehicles to the Company's Policy Holders that have a coverage called Substitute Vehicle for Partial or Total Loss.

Insured/Policy Holder: Is the person or company that undertakes to pay the premiums set forth by the Company, and that acquires the insurance and has the rights and obligations to claim the services, payments or benefits specified in the contracted coverages as a consequence of an accident. The name appears in the front page of the policy.

Breakdown: Any damage, breakage and/or accidental deterioration, that prevent the independent circulation and/or correct functioning of the insured vehicle during the term of this Contract, provided it is not consequence of an Automobile Accident.

Tourist Automobile/Pick Up: 4-wheeled motor vehicle, intended for the transport of people, of foreign manufacture that circulate in our country with temporary import permit, intended for the transport of people owned by companies or persons resident abroad and that have a foreign license plate or registration.

Beneficiary: Is the person or company that upon the occurrence of the accident deserving indemnity, as provided for in the policy, is entitled to the corresponding payment or service.

Preferential Beneficiary: Is the person or company that, previous agreement with the Company and upon request of the Contracting Party, is entitled to the service or payment corresponding to the risks of Material Damages or Total Theft up to the amount of the insured amount over any other person. In order for the Preferential Beneficiary to be entitled to request the contracted benefits, his name shall be included in an endorsement; same that shall form part of the policy.

Boat: The boat specified in the policy's front page and the platform or trailer on which it is placed as a single unit.

Impassable Road: A road is impassable when the means of circulation is obstructed, restricted or signaled in its area and height conditions, not allowing the free vehicle circulation.

Collision: It is the impact, in one event of the vehicle with one or more external objects that as a consequence thereof causes material damages.

Driver: Any Person or the usual driver in the event the Policy Holder is a corporation, that drives the insured vehicle, provided his age is 16 years or older.

Contracting Party: A person or company whose request of insurance has been accepted by the Company, based on the data and information given by them, who consequently executes the insurance contract and assumes

the obligations thereunder, except for those obligations exclusively corresponding to the Policy Holder or to the Beneficiary.

Gross Negligence: A person's willful misconduct or responsibility, omission or action that is the cause of a harmful event.

Damage: Personal or material loss produced as a direct consequence of a sinister.

Moral Damage: Affection that a person suffers in their feelings, affections, beliefs, decorum, honor, reputation, private life, configuration, and physical appearance, or in the consideration that others have of themselves due to physical injuries or death caused using the vehicle.

Copayment: It is the economical participation that shall always be paid by the Policy Holder in the event of an accident and that is set forth in the front page of the policy.

Economically Dependent Person: Is the person or persons whose means of support is the salary of the Policy Holder, whatever their relationship is.

Special Equipment: It shall be considered as special equipment any part, accessory or label, modification or reinforcement in bodywork and/or structure, installed upon express petition of the buyer or owner of the vehicle, in addition to all the parts or accessories with which the manufacturer originally adapts each specific model and type that it presents to the market.

State of Drunkenness: It shall be understood that the driver is in State of Drunkenness when the report issued by the doctor ascribed to any entity intervening or having knowledge of the event being claimed, or else, by a doctor legally authorized to exercise his profession, or with the results of a chemical toxicologic laboratory study determines he or she presents intoxication due to the ingestion of alcoholic beverages. The Company shall be entitled to request a valuation from any doctor legally entitled to exercise his profession, so that once the respective tests are carried out, or through any other known method (*alcoholimetro*) to detect levels of alcohol, it can establish if there is or not intoxication due to the ingestion of alcoholic beverages.

Extortion: The crime of Extortion is committed, in accordance with the applicable legislation in force, by anyone who without right compels another to give, do, refrain from doing or tolerate something, obtaining a profit for himself or for another or causing someone a patrimonial damage, in accordance with the provisions of article 390 of the Federal Penal Code and article 236 of the Penal Code for the Federal District.

Fraud: A person commits the crime of Fraud, in accordance with the applicable legislation in force, who by means of deceit or taking advantage of the error in which, another is, unlawfully takes possession of something or obtains an undue profit for his own benefit or that of a third party, in accordance with the provisions of Article 386 of the Federal Penal Code. Likewise, the crime of fraud is committed by anyone who, by deceiving another or taking advantage of the error in which, he finds himself, illegally takes possession of something or obtains an undue profit, in accordance with the provisions of Article 230 of the Penal Code for the Federal District.

Funerary Expenses: Includes an urn, coffin, cremation, funeral chapel, burial and transfer taxes, up to the limit mentioned for this risk in the corresponding coverage.

Drug Influence: it is understood that the driver is under drug influence when, based on the report issued by the doctor assigned to any entity intervening and/or knowing or the fact subject matter of the claim, or by a doctor legally authorized to exercise his profession, or based on the result of a chemical toxicologic laboratory study, it is evidenced that he presents intoxication from drugs, medicines or mineral substances, vegetable or chemical, which effects in the individual are stimulating and/or depressive and/or narcotic and/or hallucinating, and which possession cannot be demonstrated through a medical prescription and, in case a medical prescription exists, the same indicates a restriction in the use or driving of an automobile. The Company shall be entitled to request a valuation from any doctor legally authorized to exercise his profession so that once the corresponding tests are carried out, it is established if there is or there is not intoxication due to the ingestion of such substances.

Flood: It is the cause by which the vehicle suffers physical direct damages, through the penetration of water, from the exterior to the interior, different than that necessary for its operation and functioning and due to causes beyond the Policy Holder or driver's control.

Motorcycle: Motorized vehicle destined for the transportation of persons considering the maximum number of seats the one indicated on the traffic card.

Occupant: For purposes of the Occupants Civil Liability, an Occupant shall be any individual different than the driver who travels in an Automobile/Pick-up of personal use, while inside the compartment or cabin destined to the transportation of persons upon the occurrence of an Automobile Accident, **with the exception of the persons indicated as excluded in the Exclusions section of such coverages**; the maximum number of occupants shall be the one stipulated in the traffic card. For purposes of the coverage of Occupants' Medical Expenses, an Occupant shall be any individual different than the driver who travels in an Automobile/Pick-up of personal use, while inside the compartment or cabin destined to the transportation of persons upon the occurrence of an Automobile Accident. The maximum number of occupants shall be the one stipulated in the traffic card.

Partial Loss: It shall be understood as partial loss when the damage suffered by the insured vehicle, including work force, spare parts and materials necessary for its repair, pursuant to a budget prepared and/or authorized by the Company, does not exceed 75% of the insured amount and indicated in the policy's front page.

Total Loss: It shall be understood as total loss when the amount of the damage suffered by the insured vehicle, including work force, spare parts and materials necessary for its repair pursuant to a budget prepared and/or authorized by the Company, exceeds 75% of the insured amount contracted and set forth in the policy's front page.

Damage: It is the deprivation of any licit earning that shall have been obtained if the sinister or traffic, road or vehicle accident had not occurred.

Persons with Economic Activity: Individuals registered in any fiscal regime related with the activities that enunciatively and not limitedly, include Professional Services, Leasing of Properties, Business Activities and fiscal incorporation.

Premium: It is the money payment that shall be made by the Policy Holder in the terms and conditions agreed upon with the Company, to be entitled

to the coverages included in the front page of the policy within the validity term thereof.

First Holder (Individual): For purposes of the Coverage's Extension, the First Holder (Individual) protected by this coverage shall correspond to the first name appearing on the front page of the policy.

Specialized Supplier called Window Company: Corporation or Individual with a business activity dedicated to the sale, installation, change, replacement or repair of crystals.

Trailer: The home type unit that comprises the fixed equipment, excluding household goods and personal use articles. It is also defined as a Vehicle with front and rear axis not having its own propulsion means and destined to be towed by a motor vehicle or coupled with a semi-trailer.

Representative: Any person that having legal capacity to do so, carries out the necessary procedures to enforce this contract.

Fight: A quarrel between two or more persons with the purpose of injuring one another, in which the Policy Holder, the Driver and/or Occupants of the insured vehicle participate, and that as a consequence thereof damages are caused to the insured vehicle.

Remains: a) The remains of the insured vehicle after the occurrence of the sinister of total loss due to material damages or total theft; b) those vehicles that have been declared by other Insurance Companies as total loss and commercialized by them; c) any material good indemnified by the company to affected third parties.

Kidnapping: A person commits the crime of kidnapping, in accordance with the applicable legislation in force, whoever deprives another of his freedom, if the deprivation of freedom is carried out with the purpose of obtaining for himself or for a third party, a ransom or any benefit; likewise, whoever, in order to commit the crimes of robbery or extortion, deprives another of his freedom, in accordance with the provisions of Article 9 of the General Law to Prevent and Punish Kidnapping Crimes, which regulates Section XXI of Article 73 of the Political Constitution of the United Mexican States.

Sign: The clinical signs are the objective manifestations, clinically reliable and observed in the medical exploration.

Symptom: In medicine, it is the subjective reference that a sick person presents due to the perception or change he acknowledges as abnormal or caused by a pathological state or sickness. The term symptom must not be confused with the term sign, because the latter is an objective data and objectionable. The symptom is a useful notice that the health can be threatened by something psychic, physical, social or a combination thereof.

Sinister: It is the concrete occurrence of the insured risk due to acts of God, sudden and unforeseen acts that cause damages covered by the policy, obligating the Company to repair the damage up to the contracted liability limit specified in the front page of the policy, provided that no exclusion contained in the insurance contract applies.

Insured Amount: It is the maximum liability limit of the Company for each of the contracted coverages, determined since the insurance contracting and specified in the front page of the policy.

Terrorism: Are the acts of a person or persons that on their own or on behalf of someone else or in connection with any organization or government, carry out forced or violent activities, or through any other means with political, religious, ideological, ethnical or of any other nature, destined to overthrow, influence or pressure the government, either factual or legal, to take a decision or alter and/or influence and/or produce alarm, fear or anxiety in the population, in a group or section thereof or in a sector of the economy.

Policy Holder: The person or company whose name appears in the front page of the insurance policy.

Unit of Measurement and Update (UMA): Unit of account, index, base, measurement or reference to determine the amount of payment of obligations acquired under this insurance contract, which shall be considered in a determined amount and shall be paid by delivering the equivalent in Mexican currency, multiplying the amount of the obligation, expressed in this unit, by the daily value of said unit on the date on which the sinister covered hereunder occurs.

Use of the Vehicle: Characteristic that defines the use given to the insured vehicle, same that is established in the front page of the policy and determines the type of risk assumed by the Company with which the cost of the premium is determined.

Commercial Value: Shall be determined upon the occurrence of the sinister pursuant to the value called "Average Trade In" of the NADA Guides (Official Older Used Car Guide) and in case this specialized Guide does not contemplate the Insured Vehicle, the Commercial Value shall be determined upon the occurrence of the sinister pursuant to the Kelley Blue Book Guide, Auto Market Report published by the Kelley Blue Book Co. of California, USA, under the value called "Fair Market Range".

In the event no specialized Guide accepted by the Company considers the insured vehicle, the parties may use the prices determined by the market's offer and demand on the date of the accident.

Contracted Value: Shall mean the amount fixed by common agreement between the Company and the Policy Holder as the amount to indemnify and it shall operate in case of total loss for the coverages 1. Material Damages and 2. Total Theft. Such amount is set forth in the front page of the policy.

Invoice Value: in the event it is set forth in the front page of the policy, the Company shall indemnify based on the total value set forth in the invoice of the insured vehicle.

Vandalism: It is the intentional act carried out on an insured vehicle by one or several persons. For purposes of this policy, it shall be considered as vandalism, among others, multiple bullet impacts in the insured vehicle.

Insured Vehicle: The automotive unit described in the policy.

Transmigrating Tourist Vehicle: Vehicles of temporary importation which final destiny is Central America. They can make trips from the United States to Central America and viceversa.

Turnovers: It is the event during which, due to the loss of control, the vehicle turns, turnovers and loses its verticality, in all or in part, with respect to the asphalt or road where it circulates.

CLAUSE 1st. COVERAGE'S SPECIFICATION.

In case these coverages appear as protected in the front page of the policy, the Company is obligated to cover:

1. MATERIAL DAMAGES.

This coverage includes material damages and losses suffered by the vehicle as a consequence of the following risks:

- a) Collisions and turnovers.
- b) Crystal breakage and theft: windshields, laterals, fenders, medallion, and sunroof.
- c) Fire, lightning and explosion.
- d) Cyclone, hurricane, hail, earthquake, volcanic eruption, landslide, land or stones collapse, collapse of construction, buildings, structures or other objects, tree or branch falls and flooding.
- e) Acts of persons that participate in stoppages, strikes, workers riots, meetings, popular agitations, rebellions or acts of malicious people during the carrying out of such acts, or else caused by the repression measures taken by the legally recognized authorities as a consequence of their functions while intervening in such acts.
- f) Damages for transportation. It covers the risks of stranding, flooding, fire, explosion, collision, turnover, derailment or falling of the means of transportation in which the insured vehicle is being transported, the falling of the insured vehicle during the loading, transfer or unloading maneuvers, as well as the contribution by severe breakdown or salvation charges.
- g) The damages caused as a consequence of Vandalism.
- h) Burning out of the engine due to flooding.

In the case of trailers, the coverage of Material Damages shall cover all risks described in the above paragraphs.

For the event of crystal breakage and/or theft of crystals, irrespective of the Insured Vehicle's year of manufacture, the repair, exchange or replacement of the affected crystal(s) shall be made through the Specialized Suppliers called Window Companies authorized by the Company and with whom it has a direct payment agreement.

If the affected crystal is the windshield, in the events its repair is possible, the Company shall proceed to make the corresponding repair, guaranteeing its functioning as it functioned before the occurrence of the

damage covered by this insurance. In the event that after the repair, the windshield does not function as prior to the damage covered by this insurance, the Company shall replace the same.

It is understood and agreed that the material damages or losses suffered by the vehicle as a consequence of the above-mentioned risks shall be covered even if they are produced when such vehicle has been subject to acts that constitute a criminal offense or malfeasance, except for those cases mentioned in the exclusions section of this coverage.

Territorial Extension.

In the event that the Territorial Extension is indicated as covered on the cover of the policy of this insurance, this coverage extends to cover:

a) To the States adjacent to the Mexican Republic with the United States of America (i.e. the states of California, Arizona, New Mexico and Texas).

(b) To the States bordering the Republic of Guatemala (i.e. San Marcos, Huehuetenango, Quiché and Petén).

1.1 Maximum Limit of Liability.

The maximum limit of liability of the Company in this coverage is established on the policy's front page and operates as the unique and combined limit (LUC) for all risks covered thereby.

Depending on the type of insured vehicle, this coverage may operate under the concept of Agreed Value, Commercial Value or Invoice Value; therefore, the Company agrees to pay pursuant to the provisions of the front page of the policy and clause 6th. Insured Sums and Indemnification Basis.

1.2 Copayment.

It is understood and agreed that in all and each payable sinister, to request compliance of the Company's obligations, the Policy Holder shall always contribute with an amount called copayment, being it the percentage, fixed or minimum amount set forth in the front page of the policy.

In claims regarding crystals breakage and/or theft, if a substitution or replacement is made, the Policy Holder shall be obligated to pay the copayment that corresponds to 20% of the total value resulting from

adding the cost of the affected crystal(s) and the installation cost thereof, with a minimum copayment of \$100 dollars.

If the affected crystal is the windshield and it may be repaired, the Insured is exempted from the payment of the above-mentioned copayment. If the substitution or replacement is made, the Insured shall comply with its obligation of paying a copayment applicable to claims for crystal breakage and/or theft.

In case the insured vehicle suffers material damages as a consequence of the collision or turnover, the Policy Holder shall be exempted from the payment of the copayment if in such collision or turnover there exists a third vehicle responsible that does not have any insurance, or else that the insurance is of limited coverage or of basic civil liability. In order to be able to grant this benefit of exemption of the copayment, it is necessary, that the Driver of the third vehicle is present and that the Company's adjuster frees the Policy Holder from any responsibility pursuant to the transit Regulations of the entity and/or Guide of Definition of Responsibilities, which can be reviewed in the Company's website (www.qualitas.com.mx, under the following route: Vehicle Insurance – Guide of Definition of Responsibilities).

In addition to the provisions of the previous paragraph, the Policy Holder shall comply with the following requirements:

- a) Submit a claim before the Public Prosecutor, Civic Judge or corresponding Administrative Authority.
- b) Evidence ownership of the vehicle before the competent authority.
- c) Grant a Notarial Power of Attorney in favor of the legal representative appointed by the Company with the participation of the Policy Holder regarding the Notary Public's fees.

In case the Insured Vehicle suffers material damages as a consequence of the collision or turnover and the same is being driven by a person younger than 21 years old, the copayment shall invariably be duplicated and a minimum of 10% shall be applied.

1.3 Exclusions of the Coverage of Material Damages.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, this coverage shall in no event protect:

1.3.1. Material damages or losses suffered by the vehicle as a consequence of the criminal offense of malfeasance carried out by:

1.3.1.a) Family members of the Policy Holder or Persons economically dependent from him.

1.3.1.b) Persons that appear as insured in the front page of the policy.

1.3.1.c) Employees or persons rendering services to the Policy Holder.

1.3.1.d) Persons whose actions tend to purchase, sell, lease or finance the insured vehicle and/or,

1.3.1.e) Persons whose actions originate or are the consequence of any type of agreement or purchase, finance or daily lease agreement.

1.3.2. Damages to the paint job of the Insured Vehicle caused by risks different than those protected by this coverage.

1.3.3. Material Damages to the vehicle caused by a fight between individuals and/or street fights, in which the Insured, Driver and/or Occupants participate, irrespective of their grade of participation.

1.3.4. The damages or losses intentionally caused to the insured vehicle by the Policy Holder or any driver that uses the vehicle with his express or tacit consent.

1.3.5. The damages or losses suffered by the insured vehicle when driving outside of the roads or in impassable conditions.

1.3.6. Regarding the benefit of Copayment's Exemption, the same shall not be applicable in case the sinister is not attended at the place of the accident, or else, if the third party is not present thereat.

1.3.7. The damages suffered by the Insured Vehicle in case the Company evidences that the Driver and/or Policy Holder changed Drivers with the purpose of inducing it to an error.

2. TOTAL THEFT.

This coverage protects the total theft of the insured vehicle and the material damages or losses it may suffer as a consequence of its total theft.

This coverage covers, even though it has not been contracted to cover Material Damages, the damages caused by the risks mentioned in paragraphs c, d, e, f and h of coverage 1. Material Damages, even when they do not derive from the total theft of the insured vehicle.

Territorial Extension.

In the event that the Territorial Extension is indicated as covered on the cover of the policy of this insurance, this coverage extends to cover:

a) To the States adjacent to the Mexican Republic with the United States of America (i.e. the states of California, Arizona, New Mexico and Texas).

(b) To the States bordering the Republic of Guatemala (i.e. San Marcos, Huehuetenango, Quiché and Petén).

2.1 Maximum Limit of Liability.

The maximum limit of liability of the Company in this coverage is set forth in the policy's front page and operates as the unique and combined unit (LUC) for all risks covered thereby.

Depending on the type of insured vehicle, this coverage may operate under the concept of Agreed Value, Commercial Value or Invoice Value; therefore, the Company agrees to pay pursuant to the provisions of the front page of the policy and clause 6th. Insured Sums and Indemnification Basis.

2.2 Copayment.

It is understood and agreed that in all and each payable sinister, in order to request compliance of the Company's obligations, the Policy Holder shall always pay a copayment, being it the percentage indicated in the front page of the policy, without exceeding the minimum copayment set forth on the policy's front page.

In case the vehicle is recovered after the theft has occurred, only the copayment contracted under this concept shall apply when the Company makes any payment for damages or losses suffered by the insured vehicle.

The copayment applicable to paragraphs c, d, e, f and h of coverage 1. Material Damages, when such coverage has not been contracted, shall be the same one that is indicated in the Total Theft coverage, in the front page of the policy.

2.3 Exclusions of the Total Theft Coverage.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, it shall be understood and agreed that this coverage in no event protects:

2.3.1. The partial theft when it is consequence of the total theft, understanding it as the theft of spare parts or accessories of the Insured Vehicle.

2.3.2. If the theft is carried out by any of the persons that appear as Insured in the front page of the policy.

2.3.3. If the Theft is carried out by:

2.3.3.1) Family members of the Policy Holders or Persons economically dependent from him, irrespective of their degree of kinship.

2.3.3.2) Employees or persons rendering a service to the Policy Holder.

2.3.3.3) Persons whose actions originate or are the consequence of any type of agreement or purchase, finance or daily lease agreement.

2.3.4. When the theft has its origin or is the consequence of Fraud.

2.3.5. When the theft has its origin or is the consequence of any type of agreement or purchase, finance or daily lease agreement regarding the insured vehicle.

2.3.6. Fire when it is the consequence of a collision and/or turnovers and there does not exist previous total theft.

3. CIVIL LIABILITY FOR DAMAGES TO THIRD PARTIES.

This coverage protects any civil liability incurred by the Policy Holder or any person that uses the vehicle with his express or tacit consent and that as a consequence thereof causes material damages to third parties in their assets and/or causes physical injuries or the death to third parties.

Likewise, this coverage protects:

a) In the event a civil proceeding is initiated against him due to his civil liability, up to the maximum limit of liability established in the front page of the policy, the expenses and costs to which payment the Policy Holder or any person that uses the insured vehicle with his express or tacit consent, may be condemned.

b) The obligation to pay for the Moral Damage to which the Policy Holder or the authorized Driver may be condemned, under the following assumptions:

b.1) When there is a final resolution condemning the Policy Holder and/or authorized Driver to pay the liquid amount for such concept.

b.2) The maximum amount to which the Company is obligated in no case shall exceed 25% of the insured sum for Civil Liability.

b.3) In case the Policy Holder as a consequence of the sinister is condemned to pay any amount for Civil Liability, it is understood that the unpaid remaining amount shall be the basis to calculate the 25% of the Company's Moral Damage obligation.

c) The Civil Liability for damages caused to third parties in their assets or persons with the following adaptations is covered:

| | |
|--------------------|------------------------|
| Grille Guards | Winch |
| Coupling Ball | Duck Tail/Wing/Spoiler |
| Stirrups | Side skirts |
| Engine Buckings | Upper lights |
| Corner protections | Roll Bar |
| Roof Luggage Rack | Stretchers |
| Bicycle rack | |

d) The risk(s), limits and conditions set forth in the insurances that are mandatory and in force.

e) When the trailer is towed by the insured vehicle, this coverage covers the Civil Liability of the Policy Holder for damages to third parties in their assets and/or persons, caused with such trailer.

3.1 Previous Termination of the Agreement.

Regarding the part of this coverage that covers the risks, limits and conditions set forth in the insurances that are mandatory, the effects hereof may not cease nor be terminated prior to the date of termination of its effectiveness, and neither may the fractioned payment of the premium be agreed upon.

3.2 Maximum Limit of Liability.

The Company's maximum limit of liability pursuant to this coverage is set forth in the front page of the policy and operates as a unique and combined limit (U.C.L.) for all the risks covered hereby.

The Company undertakes to pay, up to the amount indicated for this coverage on the policy's front page based on the provisions of the preceding paragraph, in terms of the applicable law of the location where the sinister occurred in.

3.3 Copayment.

This coverage operates with or without a copayment, as chosen by the Policy Holder upon contracting it. If it had been contracted with copayment, the Policy Holder thereof shall elect the amount. Such amount shall be included in the front page of the policy and shall be set forth in the coverage 3. Civil Liability for damages to third parties in units of measurement and update current on the date of the sinister.

If the Insured has contracted this coverage with the application of a deductible, the Company will be liable for the damages caused to the third party, without conditioning the prior payment of said deductible. Notwithstanding the foregoing, the Company:

- a) You may reject the claim if any exclusion provided for either in the policy or in the applicable law is applicable.
- b) It will be entitled to demand directly from the Insured / Contracting Party the payment of the deductible established on the cover of the policy when required.

3.4 Exclusions of the Coverage of Civil Liability for Damages to Third Parties.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, it is understood and agreed that this coverage in no event protects:

3.4.1. The Policy Holder's or Driver's civil liability for material damages to:

3.4.1.a) Assets under his custody or responsibility.

3.4.1.b) Assets owned by persons that economically depend from the Policy Holder.

3.4.1.c) Assets owned by employees, agents or representatives of the Policy Holder, while they are located within property of the latter.

3.4.1.d) Assets found in the insured vehicle.

3.4.2. Any acknowledgement of debts, transactions or any other acts of similar nature executed or agreed upon without the Company's consent.

3.4.3. Aggravation or complication of a sickness caused by the accident, derived from Alcoholism, addictions, as well as from a neglect or recklessness of the injured

person, and/or of the person or persons in charge of him, when not obeying the written medical instructions.

3.4.4. Preexisting sicknesses or that may not be consequence of the accident. It is understood to be a preexisting sickness when the symptoms or signs appear before the date of the accident, or else, those findings that arise during the attention of the injured, either by clinical evaluation, laboratory or surgery studies that indicate preexisting injuries or sicknesses or chronic degenerative without they manifested or having been evident.

3.4.5. The Policy Holder's or Driver's civil liability due to death and/or injuries caused to third parties when they economically depend from the Policy Holder or when they are at his service when the accident occurred.

3.4.6. The civil liability as a consequence of the damages caused by the load or freight.

3.4.7 Damages to the environment, as well as cleaning and/or removal expenses caused due to pollution.

3.4.8. Trailers exceeding their own and known dimensions according to the applicable legislation, when they had not been declared to the Company.

3.4.9 Civil liability for damages to third parties in their assets and/or persons caused outside the Mexican Republic.

3.4.10 The Insured Vehicle is carrying out loading and unloading maneuvers or the trailer is unhooked thereto.

3.4.11 Any damage suffered by or caused to the load being transported or to its means of transportation.

3.4.12. Damages caused by Adaptations, Conversions and Special Equipment that are not covered by express agreement attached thereto.

4. CIVIL LIABILITY FOR DAMAGES TO OCCUPANTS.

This coverage protects Legal Expenses and the indemnifications deriving from the Civil Liability incurred by the Policy Holder or any person using the vehicle with his express or tacit consent and that as a consequence of such use, causes physical injuries or the death to third parties occupying the Insured Vehicle after a Traffic Accident, provided that they are inside the compartment or cabin destined to the transportation of persons.

4.1 Maximum Limit of Liability.

The maximum limit of liability of the Company for the coverage of Civil Liability for Damages to Occupants is set forth in the front page of the policy and operates as a unique and combined limit (UCL) for all the risks covered thereby.

The initial limit of liability for this coverage shall be determined proportionately based on the number of Occupants that are injured, without exceeding the insured amount per event.

4.2 Copayment.

This coverage operates without the application of a copayment.

4.3 Exclusions to the Civil Liability Coverage for Damages to Occupants.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, this coverage does not protect the damages to persons when they are the Driver of the Insured Vehicle, the Policy Holder, the Contracting Party, the spouse or persons with kinship in ascending or descending straight line or collateral line up to the first or second degree with the Policy Holder or the driver of the insured vehicle, that is, the father, mother, children, brothers, sisters of the Policy Holder or driver of the insured vehicle.

5. CROSSED LIABILITY.

(Damages to assets owned by one Policy Holder and injuries caused to third parties)

This coverage includes the damage the Policy Holder may cause to his assets with his vehicle insured hereunder, irrespective if such damages are caused inside or outside properties, as well as injuries of persons involved in the sinister, that are not inside the vehicle's cabin destined for the transportation of persons.

5.1 Maximum Limit of Liability.

The maximum limit of liability of this coverage shall be specified in the policy's front page under coverage 3. Civil Liability for Damages to Third Parties and operates as unique and combined limit (U.C.L.) for the risks covered thereunder.

5.2 Copayment

The amount of this coverage's copayment is indicated in the front page of the policy under coverage 3. Civil Liability for Damages to Third Parties.

If the Insured has contracted this coverage with the application of a deductible, the Company will be liable for the damages caused to the third party, without conditioning the prior payment of said deductible. Notwithstanding the foregoing, the Company:

- a) You may reject the claim if any exclusion provided for either in the policy or in the applicable law is applicable.
- b) It will be entitled to demand directly from the Insured / Contracting Party the payment of the deductible established on the cover of the policy when required.

5.3 Exclusions.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, it is understood and agreed that this coverage in no case shall include:

5.3.1. Any acknowledgement of debt, transactions or any other acts of similar nature executed or agreed upon without the consent of the Company.

5.3.2. Deterioration or complication of the illness caused by the accident, derived from alcoholism, drug addictions, as well as from a carelessness or imprudence of the affected party, and/or of the person(s) taking care of him without following the prescribed medical indications.

5.3.3. Preexisting illnesses or that are not consequence of the accident. It shall be understood that all those whose symptoms or signs appear before the date of the accident are pre-existing, or else, those found during the attention given to the affected party, either by clinical valuation, or laboratory studies indicate pre-existing or chronic-degenerative illnesses and sicknesses without them having manifested or been evident.

5.3.4. The civil liability of the Policy Holder due to death and/or injuries caused to third parties when they were occupying the vehicle.

5.3.5. Damages to assets not owned by the Policy Holder.

5.3.6. Injuries and/or death of the Contracting Party, Policy Holder and the Driver of the Insured Vehicle

5.3.7. The compensations to be paid by the Policy Holder due to accidents suffered by the persons occupying the vehicle, from which labor obligations, work accidents or professional risks determined by the competent authority.

5.3.8. The civil liability as a consequence of the damages caused by the freight.

5.3.9. The civil liability for damages to third parties in their assets and/or persons that may be caused outside the Mexican Republic.

5.3.10. Damages Caused by intentional actions or felonies.

6. LEGAL EXPENSES.

This coverage protects the legal defense of the Policy Holder or of the driver authorized to drive the vehicle covered by the policy, when as a consequence of a traffic accident in which the insured vehicle participates, he is involved in any criminal or civil proceedings.

The coverage of Legal Expenses covers the payment of lawyers' fees, expenses related with the criminal proceeding, sanctions imposed by a judicial resolution issued within a criminal proceeding, bail amounts to obtain the driver's provisional and conditional liberty and the devolution of the unit when it has been retained by the authorities, and/or the amount of the bond in cash for the same purposes, when the legal provisions provide for it.

The granted coverage shall be subject to the following:

6.1. The Company is obligated to provide, through its network of lawyers, the legal attention to the Policy Holder and/or driver of the insured vehicle, since the beginning of the legal controversy until the termination of the criminal proceeding, which includes the procedures before the corresponding administrative and/or criminal authorities to obtain the driver's provisional liberty, as well as the unit's devolution, if it had been retained, depositing and paying the amount of the guarantees set forth by the authority for such purposes, pursuant to the laws in force.

When the lawyers have been hired, and appointed exclusively by the Company, this coverage shall include:

6.1.1 The expenses relating to the criminal proceeding and the fees for the professional legal services received by the Policy Holder in attention to the legal problem shall be covered by the Company without any limit.

6.1.2 The Company shall cover the bonds' premiums relating to the guarantees fixed by the judicial authority to obtain the driver's provisional or conditional liberty and/or the devolution of the unit, in their entirety. The Company shall have the obligation to guarantee as secured sum up to the maximum limit of the insured sum contracted for the coverage to secure.

6.1.3 The Company shall deposit the guaranty in cash that is fixed by the judicial authority for lawsuit obligations and money sanctions to obtain the driver's provisional liberty, in its entirety.

6.1.4 The guaranty in cash that is fixed by the authority to repair the damage to obtain the driver's provisional liberty and/or the devolution of

the unit, shall be paid by the Company in its entirety, having the obligation to deposit up to the maximum limit of the contracted insured amount for the coverage 3. Civil Liability for Damages to Third Parties.

6.1.5 The payment of a pension or stay in car pounds as a consequence of the traffic accident covered by this contract up to a maximum of 50 in units of measurement and update current on the date of the sinister.

6.1.6 The reimbursement of the copayment for material damages when, during the previous inquiry, the report of road causality issued by the experts of the Attorney General, or the resolution of the Public Prosecutor is favorable to the driver of the Insured Vehicle.

6.1.7 In case an evident notice is given to locate the Insured Vehicle of which there is a theft report, the Company shall assign a lawyer for the owner of the vehicle, who shall provide legal assistance and shall accompany him to carry out the necessary legal procedures to obtain the devolution of the vehicle and, furthermore, the Company shall reimburse the towing expenses from the place of location to the car pound up to a maximum of 30 units of measurement and update current on the date of the sinister.

6.2. When the Policy Holder and/or driver chooses to hire attorneys on his own, the Company is obligated to:

6.2.1. Reimburse the Policy Holder the fees paid for the legal services deriving from the risks protected in coverage 3. Civil Liability for Damages to Third Parties, for a maximum limit that equals 100 in units of measurement and update current on the date of the sinister, being the Policy Holder obligated to deliver to the Company the court evidences that show the legal intervention, as well as the corresponding invoice, same that shall comply with fiscal requirements.

6.2.2. Reimburse the Policy Holder the expenses incurred in connection with the criminal proceeding as a direct consequence of the accident, for a maximum limit that equals 50 in units of measurement and update current on the date of the sinister, being the Policy Holder obligated to deliver to the Company the corresponding invoices, same that shall comply with fiscal requirements.

6.2.3. Reimburse the Policy Holder the amount paid for bond's premiums fixed by the authority to obtain the driver's provisional liberty and the devolution of the unit, up to a maximum amount equaling 500 in units of measurement and update current on the date of the sinister, being the Policy Holder obligated to deliver to the Company the paid invoices duly

broken down for this concept, complying with all fiscal requirements. The Policy Holder shall comply with the requirements that the bonding company may request.

6.2.4 Reimburse the Policy Holder the amount it may have paid as cash guaranty fixed by the authority to obtain the driver's provisional liberty and the devolution of the unit, up to a maximum amount equaling 1000 in units of measurement and update current on the date of the sinister, being the Policy Holder obligated to deliver to the Company the court evidence of the deposit, as well to authorize within the proceeding the lawyer or lawyers that the Company may appoint to recover the guaranty during the adequate proceeding's stage.

6.2.5 In case an evident notice is given to locate the insured vehicle of which there is a theft report, the Company shall reimburse the towing expenses from the place of location to the car pound for up to 30 in units of measurement and update current on the date of the sinister.

6.3. The Company shall only carry out judicial proceedings to recover the damage caused to the insured vehicle when the cost of the damage is more than 100 in units of measurement and update current on the date of the sinister.

6.4. The Company's obligation to pay legal expenses is limited to the amounts indicated in paragraphs 6.1 and 6.2 hereof. Such limits shall be automatically reinstated when reduced by any payment made by the Company during the term of this policy.

6.5. After the bond or guaranty has been granted or reimbursed, the Policy Holder and/or driver is obligated to comply with all and each of the preparation measures set forth in the Criminal Laws, in order to avoid the revocation of the driver's liberty and that the Judicial or Administrative Authority executes the bond or guaranty. Likewise, the Policy Holder must sign a debt acknowledgement agreement for the total amount of the deposited bond, same that shall remain without effects, cancelled and returned to the Policy Holder upon cancellation of the bond or the devolution of the guaranty by the corresponding Authority accepts and when the amount thereof is admitted into the Company.

6.6. Once the devolution of the cash guarantee is accepted during the proceeding and the Driver and/or owner of the Insured Vehicle has knowledge of the origin, directly or through notice of the Authority, the

driver and/or owner of the insured vehicle are obligated to immediately notify the Company, in order for it to request, jointly with the appointed attorney, its devolution in order to deposit it to the Company.

If the guaranty that had been deposited in cash is immediately returned to the driver and/or owner of the Insured Vehicle, they are obligated to immediately deposit it to the Company.

In case the bond or guaranty cannot be made effective or cancelled or recovered because it has been issued within a criminal procedure that has been suspended or due to causes attributable to the driver and/or the Policy Holder, he shall reimburse the Company the amount of the guaranty or bond that the authority may have had executed.

6.7. In case of an accident, the Policy Holder is obligated to comply with the following requirements:

a) To receive the Policy Holder and/or Driver, notice, summons or criminal, civil and/or mercantile lawsuit, from a competent authority, and to immediately notify it, within the following 24 hours, directly or through a representative, to the Company's National Sinisters Cabin.

b) The Policy Holder is obligated to appear and present the driver at all criminal, civil or mercantile proceedings requiring their presence.

c) To deliver to the Company or to the attorneys appointed by it to attend the case, the powers of attorney and notarized documents that allow to prove before the authorities the capacity, as well as the ownership of the insured unit. The Company shall be responsible of following-up the criminal proceeding since the date it receives the mentioned documents from the Policy Holder.

d) The Policy Holder and/or driver are obligated to appear before the competent authority as many times as it may be necessary and to grant legal pardon to the responsible party upon the Company's petition, overall if the Policy Holder and/or driver has been reimbursed the cost of the copayment for material damages.

e) The Policy Holder and/or Driver are obligated to deliver to the Company the amounts that in concept of payment of damages caused they received

from a third party upon the granting of the legal pardon, in virtue that the part being paid by the Policy Holder is in concept of the copayment, the recovered amount shall be applied in first place to cover the part that may have been paid by the Company and the remainder, if any, shall correspond to the Policy Holder.

6.8. This coverage is subject in addition to the terms thereof, to the general conditions and exclusions indicated in the general clauses of this policy.

6.9 Maximum Limit of Liability.

The maximum limit of liability of the Company is subject to the limits indicated in paragraphs 6.1 and 6.2 of this coverage.

Likewise, the payments that may be made under this coverage, pursuant to the previous paragraph, shall be made according to the applicable law in the state of the Mexican Republic where the sinister occurred.

6.10 Copayment.

This coverage operates without the application of a Copayment.

6.11 Exclusions of the Coverage of Legal Expenses.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, it is understood and agreed that this coverage in no event shall protect:

6.11.1. Sinisters that arise as a consequence of a criminal offense different than the one that originated due to vehicular traffic.

6.11.2. Sinisters that are not immediately reported to the Company within the term provided for in paragraph b) of section 1 of clause 8th Obligations of the Policy Holder, at the latest, directly or through a representative, to the Company's National Sinisters Cabin.

6.11.3. Sinisters that may have been intentionally provoked by the Policy Holder or the driver.

6.11.4. Sinisters that occur when the Policy Holder and/or driver do not appear at any summons or meeting, made or ordered by the authorities in connection with the

sinister, except in duly evidenced cases of Acts of God or force majeure.

6.11.5. When the Policy Holder does not comply with any of the obligations mentioned for this coverage.

6.11.6 The sinister has occurred due to gross negligence of the Policy Holder, because he is in a state of drunkenness or under the influence of drugs not prescribed by a doctor.

6.11.7. The Company shall not be obligated to make any payment pursuant to this coverage, in the following cases:

a) Expenses incurred due to civil liability in order to repair damages or losses.

b) The amount of bond's premiums or any other guaranty fixed by the authorities to guarantee losses.

c) Payment of infractions or penalties for administrative sanctions or commutation of arrests of the same type.

6.11.8. The benefit of payment of up to 50 units of measurement and update for concept of pension and reimbursement of copayment shall not operate when the Policy Holder has chosen to hire attorneys on his own.

6.11.9 The benefit of paying the towing expenses to the location of the car pound up to a maximum of 30 units of measurement and update does not cover the cost of pension or stay in car pounds or parking lots.

7. OCCUPANT'S MEDICAL EXPENSES.

This coverage protects the payment of medical expenses for concept of hospitalization, medicines, medical attention, nurses, ambulances and funeral services, originated by physical injuries suffered by the Policy Holder or any Occupant of the Insured Vehicle, in Traffic Accidents occurred while they are inside the compartment or cabin destined to the

transportation of persons. The concepts of the occupant's medical expenses include the following:

a) Hospitalization. - Foods and hospital room, physiotherapy, expenses related with the hospitalization and in general, drugs and medicines prescribed by a doctor.

b) Medical attention. - The services of doctors, surgeons, osteopaths or physical therapists legally authorized to exercise their professions.

c) Nurses. - The cost of nurses having a license, provided the doctor believes their hiring is necessary, up to a maximum of 30 in units of measurement and update current on the date of the sinister for the Driver and 500 units of measurement and update on the date of the sinister for the Occupants, without this limit exceeding the insured sum contracted for this coverage.

d) Services for Ground Ambulance. - Expenses incurred for services of Ground Ambulance when required and necessary in the opinion of the responsible doctor.

e) Funeral Expenses. - Funeral expenses are considered up to a maximum of 50% of the insured sum indicated in the policy's front page for the Driver and for the Occupants a maximum of 400 units of measurement and update current on the date of the sinister per Occupant, without this limit exceeding the Insured Sum contracted in the coverage of Medical Expenses. The expenses shall be reimbursed through the presentation of the corresponding proof of payment to the holder of the policy or the person legally entitled to.

f) Medical Expenses of the Policy Holder or any other occupant of the insured vehicle, for physical injuries suffered as a consequence of Total Theft or Theft Attempt, provided it occurs with violence.

g) Dental, alveolar, gingival or maxillofacial **treatments** that are required, provided that x-rays evidencing the damage suffered as a consequence of the accident are submitted.

In case that upon occurrence of the accident the number of occupants exceeds the maximum number of authorized persons pursuant to the vehicle's capacity, the indemnification per occupant shall be proportionally reduced.

The Company's Adjuster shall issue in each case the corresponding medical passes, always that the sinister's circumstances allow it.

If as a consequence of the Traffic Accident, the Policy Holder/Driver or any of the Occupants of the vehicle is harmed, the Company shall pay for the service, suggesting to the Policy Holder and Occupants the ambulance services, doctors, nurses or hospitals with which the Company has an agreement of direct payment in the closest place to the accident and taking into consideration the injuries suffered, so that they may be chosen by the Policy Holder/Driver and Occupants. If the Policy Holder/Driver or Occupants choose to visit a doctor, nurse or hospital with which the Company does not have a direct payment agreement, the Company shall reimburse the expenses incurred by the Policy Holder/Driver or Occupants pursuant to a tabulator of tariffs that the Company pays the doctors, nurses and hospitals with which it does not have an agreement, at any place within the Mexican Republic.

In order for the reimbursement of medical expenses to proceed, it shall be necessary that the Policy Holder shall have notified the Company, directly or through a representative, about the sinister, immediately or within the term provided for in paragraph b), of section 1 of clause 8th Obligations of the Policy Holder hereof, as well as that it delivers to the Company the receipts, invoices evidencing payment and the medical reports corresponding to each one of the attending doctors.

In case there are invoices presented for their reimbursement, they shall be issued on the Company's name, and they shall comply with all fiscal requirements.

7.1 Maximum Limit of Liability.

The Company's maximum limit of liability under this coverage is established in the front page of the policy and operates as a unique and combined limit (U.C.L.) for the different risks protected hereunder.

7.2 Copayment.

This coverage operates without the application of a Copayment.

7.3 Exclusions of the Coverage of the Occupant's Medical Expenses.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, it is understood and agreed that this coverage in no event shall cover expenses for:

- a) Hospital rooms different than a standard room.**
- b) Additional bed and meals of the accompanying person.**
- c) Orthodontic and plastic surgery treatments not arising from the accident.**
- d) Costs of general medical exams to know the state of health commonly known as CHECK-UPS.**
- e) Local or long-distance calls made from the hospital room.**
- f) Injuries suffered by the Occupants of the Insured Vehicle deriving from a fight, irrespective of their degree of participation therein, even when such fight is consequence of the Traffic Accident.**
- g) The indemnity of any pre-existing sickness or injury, chronic or recurrent or pathological status that do not derive from the Traffic Accident.**

8. QUÁLITAS ROAD ASSISTANCE.

The Company agrees with the Policy Holder, through the contracting of the coverage, to render the Assistance Services on Trips to the Driver and to the Insured Vehicle covered by the policy, as a consequence of a Traffic Accident or break-down, pursuant to each of the granted benefits.

8.1. Assistance Services on Trips.

The Assistance Services on Trips shall be rendered only in the Mexican Republic; these services shall operate when the Beneficiary is driving the Insured Vehicle covered by the policy, within a radius of 80 kilometers, counted from the center of the City of residence.

The coverage is subject to the following Assistance Services.

8.1.1. Road Assistance.

In case of lack of gasoline or diesel, flat tires or lack of battery, that prevent the independent circulation of the Insured Vehicle, the Company shall pay for the service, suggesting the most convenient service provider with which it has a direct payment agreement, considering the type of problem that has arisen. These services shall be rendered by the Company pursuant to the following:

- a) **Flat tire.** In case of flat tires, the change thereof is covered. In case the tire requires any type of repair, the Beneficiary shall cover the cost, and tow truck service shall be granted if the vehicle cannot circulate on its own means, pursuant to the provisions of Section 8.1.3. Dispatch and Payment of Tow Truck hereof.

- b) **Discharged battery.** In case of lack of battery, the jumping of battery is covered. In case the characteristics of the vehicle do not allow the battery to be charged, the vehicle shall be transported pursuant to the provisions of Section 8.1.3. Dispatch and Payment of Tow Truck of this document.

The events covered for each of these services are the following based on the duration of the insurance policy:

| Months of Duration of the Insurance Policy | Number of covered events |
|---|---------------------------------|
| Up to twelve months | 5 |
| Up to nine months | 4 |
| Up to six months | 3 |
| Up to three months | 2 |
| Less than three months | 1 |

Likewise, to solve the problems mentioned in paragraphs a) Flat tire and b) Discharged battery, the Company shall consider up to a maximum of 10 Units of Measurement and Update in force on the date of the sinister per event and Insured Vehicle, so that the Insured Vehicle can circulate independently on its own. The exceeding amount shall be paid by the Beneficiary directly to whomever renders the service pursuant to the applicable rates thereof, upon request by the provider of the service to the Beneficiary.

- c) **Supply of gasoline or diesel** 2 (two) events during the annual duration of the policy, covering the cost of 5 liters of gasoline as a maximum, and the excess shall be paid directly by the Beneficiary to whom the service is being provided pursuant to the applicable tariffs upon request of the service

provider to the Beneficiary. In case the policy has a duration of less than a year, the Company shall grant one event.

If the Beneficiary does not receive the service by the provider suggested by the Company derived from any of the causes indicated in paragraph 8.3.2 of this coverage, the Company shall reimburse the Beneficiary, the equivalent in pesos to 10 Units of Measurement and Update in force upon the occurrence of the sinister, per event.

In all cases the Beneficiary shall be present at the moment of the rendering of the service.

Beneficiaries: The Policy Holder or the Driver of the Insured Vehicle.

8.1.2 EXCLUSIONS: In no event under the terms and conditions hereof, the Company shall cover the expenses in which the Policy Holder incurs for:

- a) Spare parts.
- b) Oils.
- c) Batteries, except for the provisions of paragraph b) of this benefit.
- d) Penalties and/or gratifications of any type, even when damages to third parties are caused.

For armor-plated vehicles weighing more than 2 ½ tons, only the benefits of jump of battery and supply of fuel shall be provided and in no event shall the service of change of tires be provided.

8.1.3. Dispatch and Payment of Tow Truck.

Notwithstanding the provisions of section 6. Transportation Expenses of clause 7th. of the General Conditions of this policy, in case the Insured Vehicle cannot circulate independently, the Company shall be responsible for moving it suggesting the closest and most adequate service provider taking into consideration the type of vehicle and with which it has a direct payment agreement.

The events covered for each of these services are the following based on the duration of the insurance policy:

| Months of Duration of the Insurance Policy | Number of covered events |
|---|---------------------------------|
| Up to twelve months | 5 |
| Up to nine months | 4 |
| Up to six months | 3 |
| Up to three months | 2 |
| Less than three months | 1 |

The Company shall respond for the expenses incurred in the transfer of the Insured Vehicle within a radius of 200 kilometers per event.

The cost exceeding the 200 kilometers shall be paid by the Beneficiary, directly to whomever renders the service. In case the Beneficiary makes the transfer of the Insured Vehicle with a provider of service different than the one suggested by the Company with whom it does not have a direct payment agreement, it shall reimburse the Beneficiary for such transfer based on the table of the Ministry of Communications and Transportation, having a maximum limit of liability for such reimbursement a radius of 200 kilometers.

This reimbursement shall be made per event and previous submission of the corresponding invoices complying with the fiscal requirements evidencing the expense incurred by the Beneficiary.

In the event of a car accident where the Insured Vehicle cannot circulate on its own, this benefit shall apply when:

- a) The damage to the Insured Vehicle is less than the value of the copayment of the Material Damages copayment contracted in the policy.
- b) The Material Damages copayment is not contracted in the policy.

In case the Insured Vehicle has load, and it cannot be unloaded, an additional charge shall be generated on top of the towing cost and the service may be provided with the same tow-truck provided that the load does not exceed "500" kilograms.

The cost of the service shall be born by the Beneficiary, previous quotation by telephone and acceptance by the Beneficiary through a responsive letter in which it releases the Company and the provider of the services from any liability due to damages to the unit or load.

For armor-plated vehicles weighing more than 2½ tons, the Company shall send a tow-truck to tow the vehicle in case of flat tire.

It is understood that in all cases the transfer of the Insured Vehicle shall operate provided that it is not confiscated, seized or held by the legally recognized Authorities.

Beneficiaries: The Policy Holder or Driver of the Insured Vehicle.

8.1.4 EXCLUSIONS: The Company shall not be responsible for the expenses incurred by the Policy Holder for:

- a) Any type of maneuvers, such as loading, unloading of merchandises or turnovers of vehicles.
- b) Penalties and/or gratifications of any kind, even when damages to third parties are caused.
- c) Payment of Pension, Storage or Parking.
- d) Likewise, the Company shall not provide the Towing service nor cover any transfer cost under this coverage if the Insured Vehicle can circulate on its own.

8.1.5. Medical Transfer.

If after a Traffic Accident the Beneficiary suffers injuries or trauma, such that the Group of Doctors of the Company, in contact with the doctor attending him, recommend his hospitalization, the Company shall cover the following services absorbing all the costs:

The Beneficiary's transfer to the nearest hospital, if necessary, due to medical reasons. This benefit is limited to \$2,500.00 (two thousand five hundred pesos 00/100 Mex.Cy) per event.

The transfer, under medical supervision, through the most appropriate means (including without limitation, air ambulance, commercial airplane or

ground ambulance) to the most convenient hospital considering the Beneficiary's injuries. This benefit is limited to \$10,000.00 (ten thousand pesos 00/100 Mex.Cy) per event.

If the medical conditions allow for his transfer, the Company's Group of Doctors shall organize the transfer under medical supervision and in a commercial airplane, to the hospital or medical center nearer to the National Borderline State from which he entered the Mexican Republic. The Company's Group of Doctors and the attending doctor shall take the necessary measures for this transfer. This benefit is limited to \$30,000.00 (thirty thousand pesos 00/100 Mex.Cy) per event.

In case the insurance policy has a duration of less than one year, the Company shall only grant one event.

Beneficiaries: The Driver and/or the occupants of the Insured Vehicle.

8.1.6. Transfer due to a Traffic Accident.

If the Beneficiary after local treatment due to a Traffic Accident, and in the opinion of the attending doctor and the Company's Group of Doctors, cannot return to his Permanent Residence as a normal passenger, or cannot use the means initially provided for, the Company shall pay for his transfer by commercial airplane, this benefit being limited to \$10,000.00 (ten thousand pesos 00/100 Mex.Cy) per event, or by ground ambulance, this benefit being limited to \$30,000.00 (thirty thousand pesos 00/100 Mex.Cy) per event to transfer him to the National Borderline State from which he entered the Mexican Republic..

In case the insurance policy has a duration of less than one year, the Company shall only grant one event.

Beneficiaries: The Driver and/or the occupants of the Insured Vehicle.

8.1.7. Hotel Expenses for Convalescence.

In case of a Traffic Accident, the Company shall pay the necessary expenses for the extension of the stay at a hotel chosen by the Beneficiary, immediately after being discharged from the hospital, if such extension has been prescribed by the local doctor and the Company's Group of Doctors This benefit is limited to 8 Units of Measurement and Update which daily

value is in force upon the occurrence of the sinister per day, with a maximum of five (5) consecutive calendar days per event.

In case the insurance policy has a duration of less than one year, the Company shall only grant one event.

Beneficiaries: The Driver and/or the occupants of the Insured Vehicle.

8.1.8. Ticket for a Family Member's Trip.

In case of hospitalization of the Beneficiary after a Traffic Accident and if his hospitalization is foreseen to last more than ten (10) calendar days, the Company shall buy a two-way ticket (economy class leaving from the city of the Beneficiary's Permanent Residence) to a person appointed by the Beneficiary, so that this person can travel and accompany him.

In case the insurance policy has a duration of less than one year, the Company shall only grant one event.

Beneficiaries: The Driver and/or the occupants of the Insured Vehicle.

8.1.9. Hotel Expenses due to Force Majeure.

If as a consequence of natural events or social conflicts, declared by local or federal authorities, recognized as catastrophes, emergency states, etc., no free transit in highways is allowed, preventing the Beneficiary from returning to his Permanent Residence in the Insured Vehicle, the Company shall arrange for his stay at a hotel within the Mexican Republic chosen by the Beneficiary.

The Company shall only respond for the expenses of the Beneficiary's stay up to a maximum limit of 105 units of measurement and update current on the date of the sinister, with a sublimit of 15 units of measurement and update current on the date of the sinister, per day, maximum seven consecutive nights in case the force majeure persists and two events per year. In case the insurance policy has a duration of less than one year, the Company shall only grant one event.

a) The natural events that are recognized are: Cyclone, hurricane, earthquake, volcanic eruption, landslide, rocks collapse, collapse of bridges or floods.

b) The social conflicts that are recognized are: civil disturbances, as well as repression measures taken by legally recognized authorities that participate in such acts.

Beneficiary: The Driver of the Insured Vehicle.

8.1.11 EXCLUSIONS: In no event, under the terms and conditions of this coverage, the Company shall pay the expenses incurred by the Policy Holder for:

a) Foods and Beverages.

b) Any laundry service, dry-clean, cleaning or courtesy, etc.

c) Parking, phone calls.

d) Special events.

e) Gratuities and taxis.

8.1.12. Transfer in case of Death / Burial.

In case of death of the Beneficiary due to the Traffic Accident, the Company shall pay for the transfer and shall carry out all necessary formalities (including any legal procedure), being responsible for the following expenses:

a) The transfer of the corpse or ashes to the Borderline State from which he entered the Mexican Republic; or,

b) Upon petition of the heirs or Representatives of the Beneficiary, burial at the place where the death has occurred. The Company shall absorb these expenses up to the limit of the cost of transfer of the corpse provided for in the previous paragraph.

Any expense or legal procedure different than those indicated in paragraphs a) and b) of this Benefit shall be covered by the heirs or representatives of the Deceased Beneficiary.

In case the insurance policy has a duration of less than one year, the Company shall only grant one event.

For the purposes of this Service, Heirs are understood to be: the Testamentary Heirs, in their absence, the Succession of the Beneficiary.

In the event that at the time of requesting this service, the Driver's Heirs are not designated, either by Law or by Will, it will be the Beneficiary's representatives who may request this service.

Beneficiaries: The Driver and/or the occupants of the Insured Vehicle.

8.1.13. Locksmith's Service to the Automobile.

In case the Beneficiary forgets the keys inside his Automobile/Pick-up of personal use upon locking it, the Company shall pay for locksmith services suggesting the closest service provider with which it has a direct payment agreement in order to open the vehicle. The Company shall pay the cost of the service.

In case the Beneficiary receives this service from a provider with whom the Company does not have a direct payment agreement, it shall reimburse the Beneficiary for such service up to a maximum limit of 4 Units of Measurement and Update, which daily value is in force upon the occurrence of the sinister, per event, previous submission of the corresponding evidence complying with the applicable fiscal requirements. To render this service, in all cases it shall be necessary that the Beneficiary identifies himself with the locksmith in order for him to render the service.

In case the insurance policy has a duration of less than one year, the Company shall only grant one event.

Beneficiaries: The Policy Holder or Driver of the Automobile/Pick-up of personal use. In case of Coverage Extension, the Beneficiary of this Service shall be the Owner of the Vehicle to which this coverage is extended.

EXCLUSIONS: In no case under the terms of this coverage shall the service be provided to Vehicles different than Automobiles/Pick-ups of personal use.

8.2. Exclusions.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, it is understood and agreed that this coverage in no event protects:

8.2.1. Assistance Situations occurred before the entering into effect of the Insured Vehicle's Insurance Policy, do not entitle to the Assistance Services.

8.2.2 The Assistance Situations that are a direct or indirect consequence of the following causes are also excluded:

- a) Any sickness or accident that is not related to the traffic accident of the Insured Vehicle.**
- b) Mental sicknesses or alienation, which term shall comprise all mental disorders.**
- c) Organs or members' transplant of any kind.**
- d) Injuries that the driver may suffer when the Insured Vehicle is used for suicide or attempt thereof.**
- e) Pregnancies during the last three months before the "Probable Birth Date", as well as the birth and prenatal exams.**
- f) Transfer due to natural or common causes of the pregnancy, birth or due to planned birth surgery.**

8.2.2 Likewise, this coverage in no case provides the Assistance Services when:

8.2.2.1 The sinister occurs during business or tourist trips after the first sixty (60) calendar days following its beginning.

8.2.2.2 The Insured Vehicle and/or the Policy Holder participate in any kind of races, security, resistance or speed tests, as well as official competitions or exhibitions.

8.2.2.3 The Assistance Services are direct consequence of:

- a) War operations deriving from foreign war or civil war, invasion, rebellion insurrection, subversion,**

terrorism, declarations, demonstrations, strikes, popular movements or any other cause of force majeure, except for the provisions of paragraph b) of section 8.1.10 Hotel Expenses due to Force Majeure of section 8.1. Assistance Services in Trips.

b) Irradiations deriving from the transmutation or nuclear disintegration, from radioactivity or from any type of Accident caused by nuclear fuels.

8.2.2.4. The towing of the Insured Vehicle with injured persons or from potholes or precipices.

8.2.2.5. Maintenance works, revisions, or major repairs of the Insured Vehicle, as well as the repair or assembly of parts previously dismantled by the Policy Holder or a third party

8.2.2.6. Self-inflicted injuries, bruises or intentional collisions, as well as the participation of the Policy Holder or its Insured Vehicle in criminal acts.

8.2.2.7. Suicide or attempt thereof by the Policy Holder.

8.2.2.8. Accidents caused by serious fault of the Policy Holder due to his pathological state, after intentionally taking or after the administration of drugs, narcotics or use of medicines without prescription or consumption of alcoholic beverages.

8.3. Obligations of the Policy Holder.

During the Assistance Services of Dispatch and Payment of Tow Truck, the Beneficiary or his representative, shall, after reviewing the contents of the document, sign pursuant to the Service Order issued by the provider of the service, as well as the corresponding inventory issued by the provider of the service and conserve both documents in case they are required by the Company; likewise, if possible, accompany the tow truck during the transfer of the Insured Vehicle.

During the Road Assistance Services, the Beneficiary or his representative must be present during the provision of the service.

In case there is an Assistance Service, the Beneficiary is obligated to:

8.3.1. Assistance Request.

In a case of Assistance Request, and before initiating any action, the Driver shall promptly notify the Company and provide the following information:

- a) He shall indicate the place where he is located and if possible, the telephone number where the Company may locate the Driver or his Representative.
- b) His name and number of the Vehicle's Insurance Policy.
- c) A description of the problem and the type of assistance he requires.

The Company shall have free access to the Beneficiary or to the Insured Vehicle in order to know its situation, and if such access is denied, the Company shall not be obligated to render any of the Assistance Services.

8.3.2. Causes of Reimbursement.

The payment of the services referred to in these particular Conditions of "Road Assistance" configure the Company's obligation up to the limit established in each of those services and only in the following cases may such Beneficiary appear directly before third parties to request the services and be entitled to reimbursement:

- a) Urgency or impossibility of the Beneficiary to request them from the Company.
- b) Impossibility of the Company to pay for such services to the suggested service providers with which it has a direct payment agreement.
- c) Non-acceptance by the Beneficiary of the service provider suggested by the Company.

In these cases, the Company may reimburse the Beneficiary pursuant to the limits set forth in these general conditions to each of the benefits covered hereby.

8.3.3 Medical Transfer.

In medical transfer cases and in order to provide better conditions for the Company to intervene, the Beneficiary or its Representative shall provide:

- Name, domicile and telephone number of the place where the Beneficiary is located.
- Name domicile and telephone number of the doctor attending the patient, and if necessary, the information of the doctor that habitually attends the Beneficiary.
- The Company's Group of Doctors or its representatives shall have free access to the medical report and to the Beneficiary to evaluate his conditions. If such access is denied, the Beneficiary shall lose the right to the Assistance Services.
- In each case, the Company's Group of Doctors shall decide the most appropriate moment to transfer the patient and shall determine the date and most adequate means to do it.
- In case of transfer of the Beneficiary carried out by the Company, the Beneficiary shall deliver to the Company the part of the unused original ticket, or the value thereof, as compensation of the cost of said transfer. If possible, the Company shall return to the Beneficiary the remaining difference once the transfer cost has been deducted.

8.4. General Rules.

a) Moderation.

The Beneficiary shall not aggravate the effects of Assistance Situations.

b) Cooperation with the Company.

The Beneficiary shall cooperate with the Company to facilitate the recovery of payments made during the different interventions, delivering the necessary documents, and help the Company and complete the necessary formalities.

c) Subrogation.

The Company shall subrogate, up to the limit of the expenses incurred in and to the amounts paid to the Beneficiary, in the rights and actions corresponding to the Beneficiary against any responsible party in a Traffic Accident originating the rendering of the Assistance Services.

d) Persons rendering Assistance Services.

The persons or companies rendering Assistance Services are independent contractors of the Company, by reason of which the Company, notwithstanding that it shall be responsible for the negotiation of the services pursuant to the provisions of these particular "Road

Assistance” Conditions, it shall not be liable for the deficiencies in which the persons or companies incur; nor shall it be liable for damages, partial or total theft of the Insured Vehicle during the rendering of the Assistance Services; nevertheless, the Company is obligated to immediately act to solve such deficiencies or events.

e) Mitigation.

The Beneficiary is obligated to try to mitigate and limit the effects of the Assistance Situations

8. BIS QUALITAS PLUS ROAD ASSISTANCE

In case the Qualitas Road Assistance coverage included in the policy's front page is marked as “Plus”, specifically in its Road Assistance and Dispatch and Payment of Tow-truck services, the following shall be included in the hereinbelow mentioned terms:

8.Bis.1. Exclusively for the benefit of the Dispatch of Fuel or Diesel corresponding to Road Assistance, 5 events shall be included during the annual duration of the policy; this number of events operates in substitution, and not in addition to, the number of events indicated for this service specifically in coverage 6. Quálitas Road Assistance.

The benefits corresponding to Flat Tire and Discharged Battery maintain the number of events indicated in coverage 6. Quálitas Road Assistance.

In case the Policy Holder/Beneficiary does not receive the service from the provider suggested by the Company due to any of the causes indicated in paragraph 6.4.2 of coverage 6. Quálitas Road Assistance, the Company shall reimburse the Beneficiary, previous submission of the corresponding receipts, the amount of \$200.00 (two hundred pesos 00/100 M.N.) per event.

8.Bis.2. For the event of Service for Dispatch and Payment of Tow-truck, the kilometers granted in Kilometer Zero, as well as in Assistance in Trips, shall be unified with the purpose of providing a sole range, being it of 400 kilometers, same that shall be counted from the location of the Policy Holder /Beneficiary to whom the tow-truck shall be sent. This range applies in substitution, not in addition, of the ranges indicated in coverage 6. Quálitas Road Assistance and corresponds to the maximum limit to be

covered by the Company per event. Limited to 10 events during the annual duration of the policy.

In case of transfer of the Automobile/Pick-up of normal/personal use is made through a provider different than the one suggested by the Company with whom there is no direct payment agreement, it shall reimburse the Policy Holder/Beneficiary for such transfer based on the tabulator of the Ministry of Communications and Transportation in force when the transfer is made. This reimbursement shall be made per event and previous submission of the corresponding receipts evidencing the expense incurred by the Policy Holder/Beneficiary.

8 Bis.3 Exclusions

In addition to the provisions of Clause 3rd. Risks not Covered by the Agreement, it is understood and agreed that for Quálitas Plus Road Assistance, the same exclusions indicated in coverage 6. Quálitas Road Assistance shall apply.

8. Bis. 4. For the Services not indicated in this section, the extent, terms and conditions of coverage 6. Quálitas Road Assistance shall apply.

9. ASSISTANCE SERVICES FOR PERSONAL ACCIDENTS IN A TRIP.

If they appear as covered on the policy's front page, the Company agrees with the Policy Holder to render the Assistance Services for Personal Accidents in a Trip to the Policy Holder and his companions, pursuant to each of the benefits granted hereby.

Section I – Medical Services and Assistance in Trips

Services:

The assistance services herein described shall be provided only in the Mexican Republic. The Assistance Services for Personal Accidents in a Trip shall be provided to Foreign residents traveling as Tourists during the term of the Policy. The services are provided by Medical Services Providers appointed and authorized by the Company.

The service attention shall be given through the following telephone line, without cost, which will be available 25 hours 365 days per year.

The Company's National Sinisters Cabin
800 062 0840

Covered Assistance Benefits:

1. Assistance Services for Personal Accidents in a Trip

It covers the payment of medical expenses for concept of hospitalization, medicines, medical attention, nurses and ambulance service, originated by corporal injuries suffered by the Policy Holder or any occupant of the vehicle during the policy's term and within the Mexican Republic outside of the Insured Vehicle. The concepts of medical expenses to occupants covered by the policy include the following:

a) Hospitalization.- Food and hospital room, expenses related to the hospitalization, x-rays, laboratory diagnosis procedures executed in emergencies and in general, drugs and medicines prescribed by a doctor during the hospitalization.

b) Medical attention.- The services of doctors and surgeons legally authorized to exercise their professions. The fees for dentist, chiropractor or physiotherapist are excluded.

Dental, alveolar, gingival or maxillofacial treatments that are required, provided that they are a consequence of a damage suffered in a Personal Accident covered by this coverage.

c) Ground Ambulance Services. - If the Beneficiary suffers a Personal Accident-causing injuries and trauma, such that the Medical Team of the Company, jointly with the doctor attending him, recommend hospitalization, the Company shall born the expense of the Beneficiary's transfer to the closest and most appropriate hospital based on the injuries presented by the Beneficiary.

The Company shall only respond for expenses incurred by the Ambulance service transferring the Beneficiary for a maximum of 25 Units of Measurement and Update based on its daily value in force upon the occurrence of the sinister, per event, maximum two events per duration of the Policy.

Beneficiary: The Policy Holder and/or the companions of the Insured Tourist Vehicle of personal use.

EXCLUSIONS. In no event, under the terms and conditions of this coverage, the Company shall be responsible of the Beneficiary's transfer due to sickness.

d) Ticket and Stay for a Family Member's Trip. In case of hospitalization of the Beneficiary after a Traffic Accident and if his hospitalization is foreseen to last more than 5 (five) calendar days, the Company shall put at the disposal of a person appointed by the Beneficiary, a two-way ticket (economy class leaving from the city of the Beneficiary's Permanent Residence, so that this person can travel and accompany him. The Company shall organize and cover the hotel expenses of the appointed person up to a maximum of 14 Units of Measurement and Update which daily value is in force upon the submission of the claim, per day, during 5 (five) calendar days.

Beneficiaries: The Driver and/or the companions of the Insured Tourist Vehicle of personal use.

e) Hotel Expenses for Convalescence. - In case of a Personal Accident, if in the opinion of the attending doctor or the Medical Team of the Company, the Beneficiary is prescribed to stay immediately after being released from the hospital, the Beneficiary may seek that the Company pays the necessary expenses for the extension of the stay at a hotel chosen by the Beneficiary, immediately after being discharged from the hospital. This benefit is limited to 14 Units of Measurement and Update which daily value is in force upon the occurrence of the sinister per day, with a maximum of five (5) consecutive calendar days per event.

In case the Beneficiary (Beneficiaries) decide to continue the trip, the service shall be considered waived, and the Company shall be released from any further claim and/or subsequent payment.

EXCLUSIONS. In no event under the terms and conditions of this coverage shall the Company be responsible for the Beneficiary's expenses for food, beverages, purchase or rent of movies, telephone calls, as well as additional bed.

Beneficiaries: The Driver and/or the occupants of the Insured Tourist Vehicle of personal use.

The Company's Adjuster shall issue, if applicable in each case, the corresponding medical passes, provided that the accident's circumstances allow it.

If as a consequence of the personal accident the Policy Holder or any of his companions are injured, he shall be sent to the doctors, nurses or hospitals with which the Company has an agreement, and the cost shall be paid by the Company. In case the Beneficiary chooses to see a doctor, nurse or hospital with which the Company does not have an agreement, it shall reimburse the expenses incurred by the Policy Holder according to the fees chart payable by the Company to Doctors, nurses and Hospitals with which it has an agreement in any part of the Mexican Republic.

To carry out the reimbursement of the medical expenses due to personal accidents, it shall be necessary that the Policy Holder notifies the Company directly or indirectly immediately or within the term indicated in paragraph b) of section 1 of clause 8th Policy Holder's Obligations of these general conditions at the latest, as well as that he delivers to the Company the invoices, receipts evidencing the payment and the corresponding medical reports from each of the attending doctors, previous payment of the copayment.

In case of submission of invoices for reimbursement, they shall be issued in favor of the Company and comply with all fiscal requirements.

1.1 Medical Transfer. - In the event of medical transfer and to facilitate a better intervention of the Company, the Beneficiary or his Representative shall provide:

- Name, address and telephone number of the location where the Beneficiary is at.
- The Medical Team of the Company or its representatives shall have free access to the medical file and the Beneficiary to evaluate the conditions he is at, and if such access is denied, the Beneficiary shall lose the right to the Assistance Services.
- In each case, the Company's Medical Team shall decide when it is more appropriate to carry out the transfer and shall set the date and most adequate means to do it.

1.2 Maximum Limit of Liability.

The maximum limit of liability of the Company for this service is 2,368 Units of Measurement and Update based on the daily value of such unit that is in force upon the submission of the claim, in the policy's front page it shall appear as covered/included and shall operate as the sole and combined unit (LUC) for the different risks covered thereby and for all the passengers traveling in the vehicle.

1.3 Copayment.

It is understood that in all and each indemnifiable sinister, to request compliance of the Company's obligations, the Policy Holder shall invariably pay the copayment, being it 47 Units of Measurement and Update which daily value is in force upon the submission of the claim.

1.4 Exclusions to the Assistance Services for Personal Accidents in a Trip.

In addition to the provisions of Clause 3rd Risks not Covered by the Agreement, it is understood and agreed that the following expenses are not covered:

1.4.1 Residents in the Mexican Republic.

1.4.2 Injuries that the Beneficiary, Policy Holder and/or Companions suffer as a consequence of a personal accident when traveling as a pilot or passenger in any of the following vehicles: motorcycle, automobile, van, bus and/or recreational vehicle.

1.4.3 Any preexisting condition and/or any complication related with these pre-existing condition(s).

1.4.4 Pregnancy, birth or complications thereof.

1.4.5 A trip taken against doctor's advice and/or after receiving a terminal prognosis.

1.4.6 If the trip is taken specifically to receive Hospitalization, treatment or medical advice related to a sickness.

1.4.7 Injuries after participating in:

- Professional sports and/or competitions of any kind
- Air sports
- Mechanical sports
- Wrestling sports
- Water sports, except the following beach activities: beach parachute, water motorcycle, water ski, bananas, windsurfing, surfing, sailing and diving only when having a diving license and/or under the supervision of capable instructors duly registered by the local authority and provided the depth is not more than 40 meters.
- Charrería, bullfights, horseback riding, climbing, caving, rappel and bungee jumping.

1.4.8 Psychological treatments or rehabilitation treatments, psychological disorders, mental or emotional.

1.4.9 Injuries that the Beneficiary suffers when traveling as pilot, mechanic or member of an aircraft crew not pertaining to a legally established commercial line and authorized for the regular transportation of passengers.

1.4.10 Any expense incurred by the Beneficiary outside the Territory of the United Mexican States.

1.4.11 Any complication related with the Acquired Immunodeficiency Syndrome (AIDS) as well as any complication related with positive HIV.

- 1.4.12 Payment of glasses, contacts, prothesis, hearing aids, as well as the replacement thereof due to loss or damage.**
- 1.4.13 Exams and investigation consultation unless carried out in emergency and relating to the expenses covered under the Contract.**
- 1.4.14 Expenses incurred as a consequence of the Beneficiary not following the indications, recommendations and/or treatment of a doctor.**
- 1.4.15 Hospital room different than standard.**
- 1.4.16 Additional bed and food for the accompanying person.**
- 1.4.17 Orthodontic and aesthetic surgery treatments not deriving from the personal accident.**
- 1.4.18 Expenses of general medical examinations for CHECK-UP.**
- 1.4.19 Local or long-distance calls made inside the hospital room.**
- 1.4.20 Corporal injuries suffered by the policy holder and/or companions deriving from their direct participation in a fight, notwithstanding the degree of participation.**
- 1.4.21 Indemnification of any sickness or pre-existing injury, chronic or recurring or pathological states not deriving from the personal accident.**
- 1.4.22 Personal Accidents that are consequence of the direct participation of the policy holder and/or companions in: acts of war, derived from foreign or civil war, invasion, rebellion, subversion, terrorism, demonstrations, strikes, popular movements or any other cause of force majeure.**

1.4.23 Irradiations providing from the transmutation or nuclear disintegration, radioactivity or any type of Accident caused by nuclear combustibles.

1.5 Request of Assistance for Personal Accidents in a Trip.

In case there is an Assistance Situation for Personal Accident, the Beneficiary shall:

In case there is an Assistance Situation for Personal Accident, before initiating any action, the Beneficiary shall timely notify the Company providing the following information:

- a) Indicate the place where it is located and if possible, the telephone number where the Company can call the Beneficiary or his Representative.
- b) Name and number of Insurance Policy regarding the Tourist Insured Vehicle of personal use.
- c) Description of the problem and type of help he needs.

The Company shall have free access to the Beneficiary and/or the medical report to know the situation and if such access is denied, the Company shall not have the obligation to provide any of the Assistance Services for Personal Accident.

1.5.1 Impossibility of Notifying the Company.

The services referred to in these particular Conditions as “Assistance for Personal Accidents in a Trip” constitute the Company’s obligation, and only in cases of urgency or the Beneficiary’s impossibility to request them or of the Company to provide them, such Beneficiary may request them from third parties; in which case, the Company may reimburse the amount the Beneficiary may have spent, but in case of towing services, such reimbursement shall be made pursuant to the tariffs used by the Company.

1.6 General Rules

a) Moderation.

The Beneficiary shall not aggravate the effects of Assistance Situations.

b) Cooperation with the Company.

The Beneficiary shall cooperate with the Company to facilitate the recovery of payments made during the different interventions, delivering

the necessary documents, and help the Company and complete the necessary formalities.

c) Subrogation.

The Company shall subrogate, up to the limit of the expenses incurred in and to the amounts paid to the Beneficiary, in the rights and actions corresponding to the Beneficiary against any responsible party in a Traffic Accident originating the rendering of the Assistance Services.

d) Persons rendering Assistance Services.

The persons or companies rendering Assistance Services are independent contractors of the Company, by reason of which the Company, notwithstanding that it shall be responsible for the negotiation of the services pursuant to the provisions of these particular "Road Assistance" Conditions, it shall not be liable for the deficiencies in which the persons or companies incur; nor shall it be liable for damages, partial or total theft of the Insured Vehicle during the rendering of the Assistance Services; nevertheless, the Company is obligated to immediately act to solve such deficiencies or events.

e) Mitigation.

The Beneficiary is obligated to try to mitigate and limit the effects of the Assistance Situations

2. Assistance in trips within the Mexican Republic. The assistance in trips shall consist of:

- A. Tourist Information.** The Company shall provide information related with:
- Museum hours in some cities of Mexico
 - Vaccination and visa requirements in other countries.
 - Weather in the Mexican Republic.
- B. Information of trips.** The Company shall provide telephone tourist information such as:
- Weather
 - Exchange rate
 - Main Holidays
 - Tourist attractions in some cities of Mexico
 - Shopping centers in some cities of Mexico

- Hotels and Restaurants in some cities of Mexico
- Museums and Galleries in some cities of Mexico
- Night clubs in some cities of Mexico

C. Information of the US state travel advisory department. Upon request of the Beneficiary, the Company shall provide over the phone, email or fax to the Beneficiary, information from the Department of State of the United States on travel alerts, public announcements and consular information during his trip within the Mexican Republic.

D. Connection with embassies and consulates. Upon request of the Beneficiary, the Company shall coordinate over the phone a connection with Embassies and Consulates in Mexico.

E. Urgent Communication Service. In case of a medical emergency situation, upon request from the Beneficiary, the Company may inform the relatives, treating doctor or company where the Beneficiary works on the health status of the patient. The cost of these communications shall be paid by the Company. In no case shall the Company be responsible for the content, veracity and form of the information provided.

F. Coordination to claim lost documents. In case of loss or theft of the Beneficiary's luggage and personal licit articles, the Company shall advise him to submit a claim for such acts.

If the objects are recovered, the Company shall send them to where the Beneficiary is or to the permanent residence subject to the terms and conditions of the specialized messenger service hired by the Company, and the additional costs (taxes, fines, etc.) shall be paid by the Beneficiary.

G. Emergency Travel Agency. Upon the Beneficiary's request and at his cost, the Company may coordinate flights' reservations in the Mexican Republic.

H. Translation Service. In case of accident of the Beneficiary, upon his request, the Company shall provide emergency translation to facilitate communication between the Beneficiary and companions with legal assistance providers, doctors or others.

I. Luggage and Personal Effects Location. In case of theft or loss of luggage or personal effects of the Beneficiary, the Company the Company shall advise him to submit a claim for such acts and shall help in the search. If the objects are recovered, the Company shall send them to where the Beneficiary is or to his permanent residence.

10. COVERAGE'S EXTENSION.

The Company extends to the First Holder (Individual) or Habitual Driver (in case the Policy Holder is a Corporation), if applicable, the following coverages, if they have been contracted pursuant to the front page of the policy:

Civil Liability for Damages to Third Parties.

Legal Expenses.

Occupant's Medical Expenses, and

Qualitas Road Assistance

CIVIL LIABILITY FOR DAMAGES TO THIRD PARTIES AND POLICY HOLDER'S LEGAL EXPENSES.

The Company shall extend the coverages 3. Civil Liability to Third Parties and 6. Legal Expenses, to the first Policy Holder (individual) or in case of a corporation to the Habitual Driver described in the front page of the policy, when he drives an automobile different than the one insured, provided that it has the same service characteristics of the Insured Vehicle, same which are indicated in the front page of the policy, and when as a consequence of the use thereof he causes physical injuries or death to third parties and/or material damages to third parties in their assets.

Maximum Limit of Liability.

The maximum limit of liability of the Company is established in the front page of the policy under title 3. Civil Liability for Damages to Third Parties and it operates as the unique and combined limit (U.C.L.) for the different risks covered by such title, while for Coverage 6. Legal Expenses, such limit is mentioned in the description thereof.

Copayment.

This Coverage operates with or without the application of a copayment if the Policy Holder has chosen this alternative upon contracting. If copayment is contracted, the amount thereof shall be mentioned in the

front page of the policy, Coverage 3. Civil Liability for Damages to Third Parties, expressed in units of measurement and update current on the date of the sinister.

If the Policy Holder has chosen this coverage with the application of a copayment, the Company shall respond before the third party for the damages caused, without conditioning it to the previous payment of such copayment. Notwithstanding the foregoing, the Company may reject the sinister if any exclusion provided for in the policy or in the applicable law, applies.

EXCLUSIONS

In addition to the provisions of Coverage 3rd. Civil Liability for Damages to Third Parties and 6. Legal Expenses, as well as clause 3rd Risks not covered by the contract, this coverage shall in no event include:

- 1. Material damages caused to the vehicle driven by the first Policy Holder or the Habitual Driver that is indicated in the front page of the policy, even if he does not own the vehicle.**
- 2. Injuries, medical expenses, funeral expenses or other expenses incurred in the attention of the occupants of the vehicle driven by the first Policy Holder or the habitual Driver indicated in the front page of the policy.**
- 3. This Coverage shall not operate when the first Policy Holder or habitual Driver indicated in the front page of the policy is driving a vehicle of different characteristics than those of the insured vehicle or a public service vehicle.**

POLICY HOLDER'S MEDICAL EXPENSES.

The Company shall extend Coverage 7. Occupant's Medical Expenses, specifically the concepts mentioned in paragraphs a, b, c and d thereof, to the first holder (individual) or habitual driver (in the event of a corporation) indicated in the contracted policy, when he drives a vehicle different than the one insured, provided it is for the same use that the Insured Vehicle stipulates on the policy's front page, and when as a consequence of a

traffic accident, he suffers physical injuries, provided he is using the vehicle and/or inside the compartment or cabin destined to the transportation of persons.

Additionally, the Medical Expenses mentioned in the above indicated paragraphs a, b, c and d shall be paid for a maximum of 1,000 units of measurement and update current on the date of the sinister, exclusively for the holder or habitual driver indicated in the policy, for the physical injuries they may suffer as a consequence of the run over by a motorized vehicle in a public road.

Maximum Limit of Liability.

The maximum limit of liability of the Company in this coverage is established in the front page of the policy under paragraph 7. Occupant's Medical Expenses and operates as a unique and combined limit (U.C.L.) for the different risks covered by such section.

PARTICULAR EXCLUSIONS TO THE EXTENSION OF MEDICAL EXPENSES.

In addition to the provisions of Exclusions of coverage Occupants' Medical Expenses, as well as of Clause 3rd. Risks not Covered by the Contract, this insurance shall in no event cover:

- 1. When the first holder or habitual Driver that appears in the front page of the policy is driving a vehicle with different characteristics than the Insured Vehicle.**
- 2. In case the run over is carried out by persons economically dependent from the Policy Holder and within his property.**
- 3. Payment of handicaps.**

This Coverage is subject to the terms included in the General Clauses of the policy.

ROAD ASSISTANCE EXTENSION TO THE POLICY HOLDER.

The Company shall extend the Coverage 8. Qualitas Road Assistance in a Trip only to the Policy Holder when he drives another vehicle different

than the insured vehicle, provided it has the same service characteristics of use and service, same that are indicted in the front page of the policy.

The previous benefits shall be subject to the particular conditions, terms and exclusions of the Coverage 8th Qualitas Road Assistance.

11. TRANSPORTATION EXPENSES DUE TO THE INSURED VEHICLE'S TOTAL LOSS.

When the Policy Holder is prevented from using his vehicle as a consequence of the affectation of any of the risks contracted in the coverages of Material Damages and/or Total Theft, and if such damage, based on a valuation made or validated by the Company, is typified as "Total Loss", the Company shall reimburse the Policy Holder for the expenses incurred as a consequence thereof, choosing the Policy Holder any of the following options:

- a) The payment of the insured amount indicated in the front page for this coverage that shall be made upon making the corresponding indemnification when there is a total loss of the insured vehicle, or else,
- b) The lease of a compact vehicle of recent model (General Motors AVEO or Renault SCALA, standard or similar vehicle to these herein mentioned), with a Lessor appointed by the Company, for a maximum term of 15 (fifteen) days, whatever occurs first.

In order to grant the lease service of a compact Vehicle, it is necessary that the Company accepts and declares the total loss for Material Damages or Total Theft of the Insured Vehicle.

Policy Holder's Obligations.

A) In case the payment of the insured amount of the transportation costs had been chosen, the Policy Holder shall comply with the following obligations:

1. The Policy Holder shall deliver to the Company the documentation evidencing the vehicle's ownership, as well as its legal stay in the country, if applicable.
2. For the case of total Theft, he shall also deliver copy of the report filed with the Public Prosecutor pursuant to the provisions of Clause 8th Obligations of the Policy Holder, insert 1, paragraph c) of this contract.

B) In case the Policy Holder chooses to lease an Automobile; the Policy Holder must comply with the following obligations:

1. Have a current driver's license.
2. Sign the lease agreement with the lessor indicated by the Company.
3. Return the leased vehicle at the same place and in the same conditions as it was delivered, as well as on the date indicated pursuant to the terms set forth in the coverage's conditions.
4. In case the Company indemnifies the Policy Holder for Total Loss or Total Theft of the vehicle before the maximum term for which the leased vehicle was leased, the Policy Holder shall, upon receiving the indemnification, return such leased automobile at the facilities that the Company may indicate.

In case the Company, through the lessor, cannot deliver a leased vehicle, the insured sum indicated in the front page of the policy shall be paid to pay transportation expenses, in which case the Policy Holder shall comply with the obligations mentioned in paragraph A) of this clause. In case the Policy Holder chooses to lease an automobile and it is delivered for his use, no payment of the insured sum indicated in the front page of the policy for this coverage shall be made.

11.1 Maximum Limit of Liability.

The maximum limit of liability of the Company shall be set forth in the front page of the policy for this coverage.

In case the lease of a compact automobile has been chosen, the maximum limit of liability shall be the use thereof up to an amount equal to the insured sum or for a maximum term of 15 (fifteen) calendar days.

11.2 Copayment.

This Coverage operates without the application of a copayment.

11.3 Exclusions.

In addition to the provisions of clause 3. Risks not covered by the Agreement:

In case the lease of a compact automobile has been chosen, the costs and expenses additional to the automobile's lease are excluded, such as:

11.3.a) Fuel or lubricants, consumed within the automobile's lease period.

11.3.b) Sanctions of any kind imposed by the authorities.

11.3.c) Any damage that does not exceed the copayment of the insurance or the partial theft of accessories of the leased automobile.

11.3.d) Optional insurance of the vehicle and its copayment in the risks of Material Damages and Total Theft.

11.3.e) Additional days not included in this coverage.

11.3.f) The reimbursement of expenses incurred by the Policy Holder in the event the Company, through the Lessor, cannot deliver the leased vehicle and the Policy Holder has contacted another lessor not indicated by the Company.

12. SUBSTITUTE AUTOMOBILE DUE TO PARTIAL OR TOTAL LOSS.

When the Policy Holder or authorized Driver to drive the Insured Vehicle is prevented from using it as a consequence of the existence of any of the risks contracted in the coverages of Material Damages or Total Theft and such damage, pursuant to a valuation made or authorized by the Company is greater than the copayment indicated in the front page of the policy for the affected coverage, notwithstanding that the vehicle is determined as a total loss or partial loss, the Company will suggest the Policy Holder or authorized Driver to drive the Insured Vehicle to the most adequate Lessor with which it has a direct payment agreement so that it can make this coverage effective, having as a maximum limit of liability the amount of the insured sum indicated in the front page of the policy.

The Policy Holder or authorized Driver to drive the Insured Vehicle shall call number 800 062 0269, which hours of attention are Monday to Friday from 8:30 a.m. to 6:30 p.m. hours and Saturday, Sunday and holidays from 9:00 a.m. to 3:00 p.m. hours, to be assigned the lessor chosen by the Policy Holder or Driver authorized to drive the insured vehicle, previous compliance of the following:

a) If the affected coverage is Material Damages, that the damage caused to the Insured Vehicle exceeds the copayment specified in the front page of the policy for this coverage, and that the insured vehicle is already at a repair center in case it has been determined as a partial loss by the Company.

b) In case of a Total Loss due to Material Damages, that the same has been determined by the Company.

c) In case of Total Theft, that the claim has been filed before the competent authority pursuant to the provisions of Clause 8th Obligations of the Policy Holder, insert 1, paragraph c) of this contract, and the Policy Holder or Driver authorized to drive the Insured Vehicle have delivered copy thereof to the Company.

In case the Company, through the lessor, cannot deliver a leased vehicle, the Policy Holder or Driver authorized to drive the Insured Vehicle may appear before the lessor of its choice to contract the service, and shall submit fiscal invoice to the Company for its reimbursement, having as a limit the insured amount set forth in the front page of the policy.

For reimbursement to proceed, the fiscal invoice evidencing the payment of the lease shall be delivered in PDF (Portable Document Format) and shall comply with all fiscal requirements.

This coverage is limited to one event per year of duration.

12.1. Maximum Limit of Liability.

The maximum limit of liability of the Company shall be indicated in the front page of the policy.

12.2. Deducible.

This coverage operates without the application of a copayment.

12.3. Obligations of the Policy Holder and/or Driver authorized to drive the Insured Vehicle.

The Policy Holder and/or Driver shall:

12.3.1. Comply with the requirements set forth by the assigned lessor.

12.3.2. Have a valid drivers' license.

12.3.3. Sign the leasing agreement with the assigned lessor.

12.3.4. Return the leased vehicle to the same location and in the same conditions in which it was delivered, as well as on the date requested by the lessor.

12.3.5. If the affected coverage is Total Theft, deliver to the Company a copy of the claim submitted with the competent authority pursuant to the provisions of Clause 8th Obligations of the Policy Holder, insert 1, paragraph c) of this contract.

12.3.6. Amend the damage, partial or total theft affecting the leased vehicle when the same are not covered by the Lessor's Insurance Company.

12.4. Exclusions of the coverage of Substituted Vehicle due to Partial or Total Loss.

In addition to the provisions of clause 3. Risks not covered by the Contract, this coverage in no case covers:

12.4.1. Expenses and costs in addition to the rent of the vehicle, such as:

12.4.1.a) Fuel or lubricants consumed within the lease term of the vehicle.

12.4.1.b) Fines of any type imposed by the authorities.

12.4.1.c) Partial theft of the substitute vehicle.

12.4.1.d) Copayments of any coverage corresponding to the leased vehicle's policy.

12.4.1.e) Additional days which cost exceeds the amount of the insured sum contracted by this coverage and that

the Policy Holder or Driver authorized to drive the vehicle incurs in.

12.4.1.f) When any of the terms and conditions set forth in this coverage is not complied with.

12.4.1.g) When the Policy Holder or Driver authorized to drive the vehicle does not accept the terms and conditions of the Lessor in direct payment Agreement with the Company.

13. DRIVER'S DEATH BY TRAFFIC ACCIDENT.

This Coverage covers, in case of a sinister, all physical injuries suffered by the Driver of the Insured Vehicle, as a consequence of an external, sudden, fortuitous and violent cause, that produces any of the losses mentioned in the section "Maximum limit of liability", while driving the Insured Vehicle, including death or organic losses due to theft, robbery or attempt thereof, provided that the event takes place when said driver is inside the compartment of the Insured Vehicle.

The functioning of this Coverage is conditioned to the fact that the driver uses the Insured Vehicle with the Policy Holder's express or implied consent.

13.1 Maximum limit of liability.

If during the term of this insurance and as a direct consequence of the traffic accident suffered by the driver, within the 90 calendar days following the date thereof, the injury produces any of the following losses, the Company shall pay the following percentages of the insured sum mentioned in the front page of the policy for this coverage.

| | |
|--|------|
| Loss of life | 100% |
| Both hands, both feet or sight of both eyes | 100% |
| One hand and one foot | 100% |
| One hand or one feet and the sight in one eye | 100% |
| Total loss of an arm or a hand | 50% |
| Total loss of a leg or a foot | 50% |
| Total loss of three fingers, including the thumb or the index finger of one hand | 30% |
| Partial amputation of a foot including all toes | 30% |

| | |
|---|-----|
| Loss of the inferior maxillary | 30% |
| Total loss of one eye | 30% |
| Complete deafness | 25% |
| Total loss of the thumb and index finger in one hand | 25% |
| Total loss of one thumb | 25% |
| Total loss of another finger (different than the index finger or thumb) of one hand | 20% |
| Total loss of the index finger and another finger that is not the thumb of one hand | 20% |
| Total loss of the index finger | 15% |
| Total loss of the thumb toe of one foot | 5% |

In case there are several losses consequence of the same accident, the total amount shall not exceed the insured sum contracted for this benefit.

In case of death, the corresponding indemnity shall be paid to the testamentary heirs, and in the absence of such heirs, to the Driver's Estate. All other indemnities under this coverage shall be paid to the Driver of the Insured Vehicle.

Pursuant to Article 81 of the Insurance Contract Law, the filing of an application before a judicial authority for the determination of legitimate heirs by means of an intestate succession trial is considered an action that interrupts the prescription.

13.2 Copayment.

It is understood and agreed that in all and each compensable sinister, to request compliance of the Company's obligations, the Policy Holder shall always contribute with an amount called copayment, being this the percentage that is indicated in the front page of the policy.

13.3 Exclusions of the Coverage Driver's Death due to a Traffic Accident.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, this Coverage shall in no case include:

13.3.1. Injuries or death of the driver when the Insured Vehicle participates in contests or safety, resistance or speed tests.

13.3.2. Injuries or death of the Driver when the Insured Vehicle is used in military service of any kind, acts of war, insurrection, rebellion, revolution, fight or intentional criminal acts in which it directly participates.

13.3.3. Injuries or death of the Driver when the Insured Vehicle is used for suicide or attempt thereof, or voluntary mutilation, even when the driver has a mental illness.

13.3.4. Injuries or death of the Driver when the Policy Holder had not given his express or tacit consent to use the Insured Vehicle.

13.3.5. Medical attention, hospitalization, nurses, ambulance service, burial expenses and any other medical expenses.

13.3.6. When the Insured Vehicle has been stolen or when it is used as an instrument for any other criminal act.

13.3.7. When the death of the driver or loss of body parts occurs after the 90 calendar days following the date of the sinister.

14. COPAYMENT'S CANCELLATION FOR MATERIAL DAMAGES FOR COLLISION OR TURNOVER.

If it is covered in the front page of the policy, this Coverage is subject to the following terms:

The Policy Holder and the Company agree that in the event of a sinister deriving from collision or turnover, that is protected by the Coverage of Material Damages, the Company shall carry out the payment or repair of the Insured Vehicle without the application of the contracted copayment, independently from the amount of the suffered damage; provided that:

- a) In such collision or turnover another vehicle had participated, and this is found at such place,

- b) Likewise, the Insured or Driver expressly or implicitly authorized to drive the Insured Vehicle shall notify of the sinister from the place it occurred and wait for the adjuster.

In case the damages may have been caused by a fixed, semi-moving object, pothole or a third vehicle that may have run away or is not to be found at the place, the Company will make the payment or pay for the repair without the application of the contracted copayment, provided that the amount of the damage is greater than such copayment. In case the amount of the damage is less than the copayment, the Company shall not be obligated to make any payment or to repair the vehicle.

14.1 Determination of Origin.

14.1.1 In the event the damages have been caused to another vehicle, it is mandatory that such other vehicle is found in place, give notice of the sinister from that place and upon occurrence and wait for the adjuster.

14.1.2 In the event the damages have been caused by a fixed object, semi-movable, pothole or third vehicle that has fled or is not found in place, the report must be made as soon as having knowledge of the event or else, within a term of no more than 5 days, except for cases of force majeure, having to report the sinister as soon as the impediment disappears. The Company's adjuster shall value the damage caused and based on that he shall proceed to the cancellation of the corresponding copayment.

14.2 Obligations of the Policy Holder and/or Driver authorized to drive the insured vehicle.

In addition to the obligations mentioned in paragraphs 14.1.2 of section 14.1 Determination of Origin, as well as in paragraph b) of this coverage, and Clause 8th. Obligations of the Insured of these General Conditions, the Insured and/or Driver shall:

14.2.1. Submit formal complaint or lawsuit before the competent Authorities and help the Company when there is a third vehicle and there are technical elements that may evidence its responsibility; in order to seek compensation for the amount of the damage caused to the Insured Vehicle.

14.2.2. Give all necessary information and evidences requested by the Company to carry out the identification of the third vehicle involved.

In case the Policy Holder and/or the Driver authorized to drive the Insured Vehicle, breaches any of these obligations, the Company shall not be obligated to make any payment or to repair the Insured Vehicle.

14.3 Exclusions of the Coverage of Copayment's Cancellation for Material Damages for Collision or Turnover.

In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, this Coverage shall in no event include the Special Equipment and the Adaptations and/or Conversions installed in the Insured Vehicle

15. SPECIAL EQUIPMENT.

This Coverage covers the following risks:

a) Material damages suffered by special equipment installed in the insured vehicle as a consequence of the risks described in the Material Damages Coverage.

b) The theft, damage or loss of special equipment, as a consequence of the Total Theft of the insured vehicle and the material damages or losses protected by the Total Theft Coverage.

15.1 Maximum Limit of Liability.

The maximum limit of liability is contracted under the concept of agreed insured sum, which shall be fixed in accordance with the value of the special equipment, the modifications or reinforcements made to the vehicle's structure, supported by valuation or invoice and this amount shall not be superior than the real value of the equipment, applying the depreciation that it may correspond for use.

Any indemnification that the Company may pay shall equally reduce its liability, which may be reinstalled upon the Policy Holder's petition and previous acceptance of the Company, in which case the Policy Holder shall pay the corresponding premium.

15.2 Copayment.

It is understood and agreed that in all and each compensable sinisters, to request compliance of the Company's obligations, the Policy Holder shall always contribute an amount called copayment, being it 25% of the insured sum of the assets affected as a consequence of the sinister.

In case more than one asset is protected and there is not a breakdown of the values of the special equipment, a copayment of 25% of the insured sum under the coverage shall apply.

The description of the insured assets and the insured sum for each of them shall be included in an annex and in no case shall the indemnities exceed the insured sum of the assets on the date of the sinister.

15.3 Exclusions of the Special Equipment Coverage.

In addition to the provisions of Clause 3rd Risks not Covered by the Contract, this insurance shall in no event cover:

Special Equipment that does not have an invoice or that having one, it does not comply with fiscal requirements or if it is of foreign origin when it does not have ownership evidence and/or import permits, as well as evidence of payment of duties pursuant to applicable laws on the date of acquisition of the asset.

16. ADAPTATIONS AND CONVERSIONS.

This coverage includes any of the following sections:

- a) The material damages suffered by the adaptations and conversions installed in the vehicle as a consequence of the risks described in coverage of 1. Material Damages, or
- b) The material damages of the adaptations and conversions installed in the vehicle as a consequence of the risks described in coverage 1. Material Damages only when it is a total theft (SPT Adaptations and Conversions) and/or

c) The theft, damage or loss of the adaptations and conversions consequence of the total theft of the vehicle and of the material damages or losses included in coverage 2. Total Theft.

The description of the insured assets, fabrication model and insured sum of each of the adaptations, shall be included in an attached agreement that shall be part of the policy.

16.1 Maximum Limit of Liability.

The maximum limit of liability is contracted under the concept of insured sum, same that shall be fixed based on the real value of the adaptation and/or conversion and the modifications made to the vehicle's structure, supported by a valuation or invoice, and including the depreciation suffered by the use.

16.2 Copayment.

This coverage is contracted with the invariable application in each sinister of a copayment amount to be paid by the Beneficiary, of the percentages chosen in the coverages 1. Material Damages and 2. Total Theft.

16.3 Exclusions of the Coverage of Adaptations and Conversions.

In addition to the provisions of clause 3rd. Risks not covered by the Contract, this insurance does not include:

The adaptations and conversions that do not have an invoice or that having one, it does not comply with the fiscal requirements or if it is imported, it does not have the ownership evidence or the import permits, as well as the payment of duties pursuant to the applicable law on the date of acquisition of the goods.

CLAUSE 2nd. RISKS NOT COVERED BY THE CONTRACT BUT THAT MAY BE INCLUDED BY EXPRESS WRITTEN CONSENT.

1. The damages that the vehicle may suffer or cause as a consequence of:

- a) Giving another use or service different than the one indicated in the policy that implies an increase of the risk.**
- b) Using it for purposes of teaching or driving or functioning instruction.**
- c) Participating directly or indirectly with the vehicle in races or security, resistance or speed tests.**
- d) Vehicle's Armor.**
- e) Civil Liability for Damages to Third Parties in their assets or persons that may be caused when an adaptation exceeds the measurements allowed by the Ministry of Communications and Transportation in the applicable Official Mexican Norm.**

2. Vehicles with Daily Lease use.

3. Trailers and Boat's Towing

The trailers and boats shall be insured if their characteristics are expressly included in the policy's front page, as well as insured sum and corresponding premium. The trailers or boats are covered against the same risks of Coverage 1. Material Damages and/or Coverage 2. Total Theft that may be contracted in the policy for the towing vehicle, provided that the trailer is hooked to the vehicle in movement or parked and for the same period. The trailers or boats are subject to a copayment per unit applicable in coverages 1 and/or 2. The boats are covered while they are in the ground on the

trailer, and the Company's liabilities shall cease when it is separated from the Insured Vehicle, as well as the damages the boat may suffer or cause when loading or unloading to or from the trailer and platform.

CLAUSE 3rd. RISKS NOT COVERED BY THE CONTRACT.
This insurance shall in no event include:

1. Damages or losses suffered or caused by the insured vehicle, as a consequence of war operations, deriving from foreign war or civil war, insurrection, subversion, rebellion against the government, as well as when the Policy Holder's assets are subject of expropriation, requisition, confiscation, attachment or holdup by legally recognized Authorities performing their functions. It shall not cover damages or losses that the insured vehicle may suffer or cause when used for any military service, with or without the Policy Holder's consent.

2. Any damage, expense or loss, including tow trucks, suffered by the Policy Holder, related with the prevention of use of the Insured Vehicle, except for the provisions mentioned in paragraph 6 Transportation Expenses of Clause 7th.

3. Any loss caused by the Policy Holder, Owner and/or Driver of the Insured Vehicle as a consequence of the affectation of any of the coverages included in this agreement in matters of civil and/or criminal liability.

4. Terrorism. The material damages or losses deriving from direct or indirect acts that with a mediate or immediate origin are the result of the use of explosives, toxic substances, weapons, or by any other means, against persons, assets or public services, and that against the threat or probability of repeating themselves they produce alarm, fear or anxiety in the population or a

group or sector thereof, are excluded. It also excludes losses, damages, costs and expenses of any nature, directly or indirectly caused by or resulting from, or in connection with, any action taken to control, prevent or suppress any act of terrorism.

5. Damages or losses caused by the normal action of the tide, when it provokes a flood.

6. The damage suffered or caused by the insured vehicle is excluded when it is driven by a person in a state of drunkenness or under the influence of drugs not prescribed by a doctor. The foregoing, unless inexperience, negligence or gross negligence cannot be attributed to the Driver upon occurrence of the risk.

7. Damages suffered by the vehicle because of excess of load or by submitting it to an excessive traction regarding its resistance or capacity. The Company shall not be responsible for damages caused to viaducts, bridges, scales or any other public road and underground objects or facilities, either by vibration, height or weight of its load.

8. Breakage, mechanical breakdown or lack of resistance or functioning of any piece of the vehicle as a consequence of its use, unless they may have been caused by any of the protected risks.

9. Damages or losses suffered due to the natural wear out of the vehicle or parts thereof, the depreciation in its value, as well as material damages suffered by the vehicle and that may be caused by its own load, unless they may be caused by any of the protected risks.

10. The payments that the Policy Holder may make due to accidents suffered by occupants of the Insured Vehicle from which there result obligations in matters of civil or criminal liability or professional risks.

11. Any type of fraud.

12. Damages suffered or caused by the insured vehicle for risks not included in this agreement.

13. Damage suffered or caused by the Insured Vehicle when the Driver does not have a valid license issued by a competent authority.

14. The Company shall not be responsible for the payment of Pension or Stay in car pounds or parking lots except for the provisions of coverage of Legal Expenses.

15. Damage to the motor caused by damages in the low parts of the insured vehicle or to the motor's cooling system, provided that the driver had not stopped and shut down the vehicle and this had been the cause of such damages, as well as caused by other causes different than the ones mentioned in the Coverage of Material Damages.

16. Damages or theft deriving from Extortion or Kidnapping.

17. In case the Insured Vehicle has any Adaptation, Conversion and/or Special Equipment and they have not been declared by the Policy Holder to the Company and consequently they are not included in the description of the insured vehicle contained in the policy's front page or else, in an endorsement or express agreement attached thereto, shall not have insurance coverage under any risk.

CLAUSE 4th. DETERMINATION OF LIABILITY.

The determination of liability of the Policy Holder or Driver, when participating in a Traffic or Road Accident, shall be made initially observing the provisions of the "Guide of Demarcation for Insurance Companies" published by the Asociación Mexicana de Instituciones de Seguros A.C. (AMIS), Guide which may be consulted on the internet portal of the Company: www.qualitas.com.mx. In case there is no agreement between the parties and an authority knows of it, the determination of liability shall be made based on the expert's report of cause or report issued by the

competent authority in terms of the Transit Rules or laws in force in the State in which the traffic incident occurs.

CLAUSE 5th. PREMIUM PAYMENT.

The premium is payable on the date of execution of the contract and its payment may be made against the delivery of the invoice issued by the Company or sealing of the policy's front page, as applicable.

Place of Payment.

The agreed premiums shall be paid at the Company's offices or at banking institutions appointed thereby, against the delivery of the corresponding receipt.

In case the Policy Holder or the Contracting Party makes the total payment of the premium or the total payment of a partiality thereof, at any of the banking institutions appointed by the Company, it shall be his responsibility to reference the number of policy which is being paid, in order for the receipt issued by such banking institutions to evidence full payment of the premium or part thereof; likewise, the statement of account of the Contracting Party or Policy Holder in which the charge appears, shall constitute full evidence of said payment, until the Company delivers the corresponding receipt to the Policy Holder.

Termination of the Contract's Effects.

If the premium or a fraction thereof in the case of partial payments, had not been paid within the agreed term, the Contract's effects shall cease at 12:00 hrs. of the last day of such term.

Commissions.

During the term of this policy, the Contracting Party may request in writing from the Company the amount of the percentage of the premium that in concept of commission or direct compensation shall correspond to the intermediary or corporation for its intervention in the execution hereof. The Company shall provide this information in writing or by electronic means, within a term that shall not exceed ten (10) business days following the receipt of the petition.

CLAUSE 6th. INSURED SUMS AND LIMITS OF LIABILITY.

It is the Maximum Limit of Liability that the Company shall pay in each coverage for each risk covered by this Agreement, which is specified on the Policy's front page under the concept of Insured Sum.

For the coverages 1. Material Damages and 2. Total Theft, the limit of liability may be considered based on the Agreed Value, either Commercial Value, Agreed Value or Invoice Value, which definition is indicated in the Definitions section of this contract. Such values represent the Company's maximum limit of liability, applying the provisions of clause 7th Conditions Applicable to Indemnification of these general conditions.

Vehicles Invoiced and/or indemnified by an Insurance Company as a consequence of a Previous Total Loss.

For vehicles considered as remains, the maximum limit of liability of the Company shall be the commercial value of the unit that has not been previously declared as remains upon the occurrence of the sinister, minus a depreciation of 25%, **having the Policy Holder to declare before the Company, upon acquiring his tourist automobile insurance policy, that the vehicle is considered remains, if applicable.**

Reinstallation of Insured Sums.

The insured sums of coverages Material Damages, Total Theft, Civil Liability for Damages to Third Parties, Crossed Liability, Occupant's Medical Expenses, Legal Expenses, Cancellation of Copayment of Material Damages and Adaptations and Conversions due to Collision or Turnover, that may have been contracted in the policy shall be automatically reinstalled when they had been reduced by the payment of any partial indemnification made by the Company during the term of the policy.

For all other coverages, the indemnification to be paid by the Company shall reduce in equal amount its responsibility, which may be reinstalled per the request of the Policy Holder and previous acceptance by the Company, in which case, the Policy Holder shall pay the corresponding premium.

CLAUSE 7th. APPLICABLE INDEMNIFICATION CONDITIONS.

1. If the Policy Holder has complied with the obligation provided for in Clause 8th. paragraph 1, section b) (Sinister Notice) and if the Insured Vehicle is free from any detention, attachment, confiscation or other similar situation produced by order of the legally recognized authorities as a consequence of their functions, once the insured vehicle has entered into the repair center it might correspond, the Company shall have the obligation to promptly initiate the valuation of damages, once the physical location of the Insured Vehicle is known.

2. The fact that the Company does not initiate the valuation of the damages suffered by the Insured Vehicle within the 3 business days following the sinister notice and always that the provisions contained in the above paragraph are complied with, the Policy Holder is authorized to proceed to repair and request value thereof to the Company under the terms of this policy, unless the valuation cannot be carried out for causes attributable to the Policy Holder.

The Company shall not recognize the damage suffered by the Insured Vehicle, if the Policy Holder has proceeded to the repair, it before the expiration of the term mentioned in the preceding paragraph so the Company can carry out the valuation and adjudge on the merits of the claim. Also, it shall not recognize the pre-existent damages or damages not notified to the Company.

3. Once the valuation has been finished and its responsibility has been recognized, notwithstanding the provisions of Article 71 of the Law of the Insurance Contract, same which may be reviewed pursuant to the provisions of clause 20th of this contract, the Company may decide to indemnify the Policy Holder with the amount of the valuation of damages suffered as to the date of the sinister, according to the following:

3.1 Indemnification in Partial Losses

3.1.1 Payment of Damages: If the Company chooses to pay for damages, it shall include the invoice value of spare parts and workforce based on a valuation approved by the Company, minus the amount of the corresponding copayment, maintaining the Policy Holder the ownership of

the vehicle and in no event shall the payment exceed from 90% of the maximum limit of liability for the coverage of Material Damages.

3.2 Payment to the Provider with whom the Company has a direct payment agreement:

For vehicles with less than 12 (twelve) months of use since the date of the issuance of their ownership title, the repair centers being considered shall be the dealerships of the trademark or those workshops alternatively rendering services and that are known and authorized by the maker of the vehicle.

For vehicles older than 12 (twelve) months since the date of invoicing, the centers of repair shall be the multibrand or specialized workshops.

For the event of crystal breakage and/or theft of crystals, irrespective of the Insured Vehicle's year of manufacture, the repair, exchange or replacement of the affected crystal(s) shall be made through the Specialized Suppliers called Window Companies authorized by the Company and with whom it has a direct payment agreement.

If the Company chooses this option, it shall make payment according to the valuation minus the amount of the corresponding copayment, directly to the provider of service that the Policy Holder or Beneficiary may have selected from within the agencies or vehicle workshops with whom the Company has direct payment agreements for such purpose and that are available in the closest location to the place of the accident. In this case, the Company shall inform the Policy Holder or Beneficiary of the basis to make the selection of the service provider, being obligated to follow-up on the repair, and it is this agency or workshop's responsibility to comply with the warranties of quality and service, for spare parts and workforce for the repair of the Insured Vehicle.

The time it takes for the repair shall depend on the existence of parts or spare parts, as well as on the realization of the necessary works of paint and others, being the Company obligated to inform the Policy Holder, through the workshop, agency or its representative on the process and advances of the repair, considering a term of delivery of maximum 20 business days counted from the date on which the Policy Holder may have delivered the Vehicle to the Company or the Repair Center. Such term

may be extended 10 (ten) business days when there are unfavorable circumstances in the evident supply of parts and damaged components. In case that after this last term has elapsed, and there were no parts or spare parts available due to a shortage, such term may be extended until the necessary parts and/or spare parts are available for the repair. In this case, the Company shall inform the Policy Holder on any change on the term of delivery of the Insured Vehicle.

The availability of the parts is subject to the existence from the Manufacturer, Importer and/or Marketer, by which reason it is not a subject matter of this agreement the Company's responsibility to have them in case of general shortage.

In any case, the Company will provide the corresponding follow-up to the repair at the selected Agency or Workshop. The warranty of the repair granted by the Company will be the same and will be subject to the warranty offered by the Manufacturer, Importer or Marketer of the parts or parts, as well as those provided by the workshop or agency in terms of its workmanship.

In case of controversy, clause 17th Expert's Report of this Agreement shall be applicable.

3.3 Applicable Conditions for the depreciation of spare parts and parts.

The Policy Holder shall accept the depreciation suffered by the vehicle's parts and components due to their use that resulted affected during the sinister.

The depreciation may only be applied when the spare part or part requires the total substitution of the mechanical or electrical group or component pursuant to the following criteria:

3.3.1 Motor and Transmission

Tourist Automobiles and Trucks up to 2.5 tons:

The depreciation shall be applicable considering the kilometers of use based on technical specifications that each manufacturer establishes for these parts and components pursuant to the following formula:

$$\text{Depreciation} = \frac{\text{Kilometers of use}}{220,000} \times 100 (\%)$$

Pursuant to the technical specifications of KM of useful life indicated by the manufacturer.

In all cases, the maximum depreciation shall be of 80%.

Tourist Motorcycles:

The depreciation shall be applicable considering the kilometers of use based on technical specifications that each manufacturer establishes for these parts and components pursuant to the following formula:

$$\text{Depreciation} = \frac{\text{Kilometers of use}}{\text{Pursuant to the technical specifications of KM of useful life indicated by the manufacturer.}} \times 100 (\%)$$

In all cases, the maximum depreciation shall be of 80%.

3.3.2 Battery.

The depreciation shall be applicable considering the months of use counted from the date of first use up to the date of the sinister, applying the following table:

| Months of Use | Depreciation |
|---------------------|--------------|
| 0 to 12 months | 15% |
| 13 to 24 months | 35% |
| 25 to 36 months | 50% |
| 37 to 48 months | 70% |
| 49 to 60 months | 80% |
| more than 60 months | 90% |

3.3.3 Tires.

The depreciation shall be applicable considering the kilometers traveled by the insured vehicle up to the date of the sinister, applying the following table:

| Range of kilometers | Depreciation |
|----------------------|--------------|
| Up to 20,000 kms | 0% |
| 20,001 to 35,000 kms | 20% |
| 35,001 to 50,000 kms | 40% |
| 50,001 to 65,000 kms | 60% |
| 65,001 to 80,000 kms | 80% |
| more than 80,000 kms | 90% |

In case the Company is prevented from applying the tires' depreciation considering the kilometers traveled, the depreciation shall be applicable considering the difference between the original depth expressed in millimeters and the remaining depth, as indicated by the tire's manufacturer. The Policy Holder shall participate with such a difference, between the depths in millimeters of useful life, as applicable, as the case may be, according to the following table:

| Depth | % of Depreciation |
|-----------------------|-------------------|
| More than 5 mm | 0% |
| 5 mm | 10% |
| 4 mm | 30% |
| 3 mm | 50% |
| 2 mm | 70% |
| Less or equal to 1 mm | 90% |

In case of controversy, clause 17th Expert's Report of this Agreement shall be applicable.

3.4 Indemnification in Total Losses:

In case of Total Loss affecting the coverages of Material Damages or Total Theft, the company shall make payment according to Clause 6th Insured Sums and Limits of Liability and Clause 10th Remains, maintaining the Policy Holder the ownership of the vehicle, as well as its remains, and this payment shall never exceed 90% of the Agreed Value, Commercial Value or Invoice Value, as contracted and set forth in the policy's front page, minus the amount of the corresponding copayment.

3.5 In case of vehicles invoiced and/or indemnified by an insurance company as a consequence of a previous total loss, unless the Policy Holder has indicated it in the policy's application in the section for the Company's knowledge, payment shall proceed pursuant to Clause 6th Insured Sums and Limits of Liability.

4. The intervention of the Company in the valuation or any help that the Company or its representatives lend to the Policy Holder or third parties, does not imply and acceptance from the Company of the liability regarding the sinister.

5. For the prompt compliance of Article 71 of the Law on the Insurance Contract, it shall be understood that the Policy Holder has complied with its obligation, delivering to the Company the documentation specified for each case in the instructions attached to the policy and that form part thereof.

6. Transfer Expenses.

In case of a sinister requiring indemnification pursuant to the terms of the policy, that may affect any of the coverages of material damages or total theft, provided the damage exceeds the contracted copayment, the Company shall be in charge of the maneuvers to put the insured vehicle in transfer conditions, as well as the costs it might imply. If the Policy Holder chooses to transfer the vehicle to a different place than the one suggested by the Company, it shall only respond for this concept up to the amount of \$500 dollars.

The Company shall not be responsible for any expense while the vehicle is not completely released by the competent authority, and any expense prior to such release shall be the Policy Holder's responsibility.

7. Moratorium Interest.

If the Company does not comply with its obligation of payment within the thirty (30) days following the date on which it may have received all the documentation and information requested thereby so it can have full knowledge of the claim's basis, it shall pay a moratorium interest calculated pursuant to article 135 BIS of the General Law of Mutual Insurance Companies and Institutions, same that may be reviewed pursuant to clause 20th of this contract.

CLAUSE 8th. POLICY HOLDER'S OBLIGATIONS.

1. In case of sinister, the Policy Holder is obligated to:

a) Precautions:

Execute all acts tending to avoid or diminish the damage. If there is no danger in the delay, it shall request instructions from the Company, same that it shall observe. The expenses incurred by the Policy Holder that are not evidently inadmissible, shall be covered by the Company and if it gives instructions, it shall anticipate such expenses.

If the Policy Holder does not comply with the above obligations, the Company shall have the right to limit or reduce the indemnification up to the value it might have had if the Policy Holder had complied with such obligations.

b) Notice of Sinister:

Give notice to the Company as soon as it has knowledge of the fact, or else, within a term of no more than 5 days, except in cases of force majeure, being obligated to notify as soon as the impediment disappears. The lack of notice shall provoke a diminishment of the indemnification in the amount of the sinister, if the Company had given timely notice thereof.

c) Notice to the Authorities:

Submit claim or lawsuit, and for the event of total theft of the insured vehicle, request on behalf of the Policy Holder to the corresponding Public Prosecutor that it be certified, collated or authenticated, evidence ownership of the vehicle and, if applicable, the legal stay in the Country before the competent authorities, when there is a robbery or other criminal act that is subject of a claim under this policy and shall cooperate with the Company to obtain the recovery of the vehicle, of the amount of the suffered damage and until the conclusion of the legal issue.

d) Claim Notice:

The Policy Holder is obligated to communicate to the Company, as soon as it has knowledge thereof, the claims or lawsuits received by him or his Representatives, for which purpose, it shall send the documents or copies thereof that he may have received.

The lack of compliance of this obligation by the Policy Holder, shall release the Company from the obligation of paying the indemnification that it might correspond to the Coverage affected by the sinister.

The Company shall not become obligated due to debt recognition, contracts, agreements, transactions, or any other legal acts of similar nature, carried out or agreed upon with third parties without its consent. The confession of the occurrence of a fact may not be equaled to the recognition of a responsibility.

e) Cooperation and assistance of the Policy Holder with respect to the Company:

The Policy Holder is obligated, on the Company's expense, in every civil, criminal or mercantile proceeding that might be initiated against him as a consequence of the responsibility covered by the insurance:

- To provide all necessary data and evidence that may have been requested by the Company for its defense, at the Company's expense.
- To exercise actions and defenses to which he may be entitled and make them effective.
- To appear in every civil, criminal or mercantile proceeding.
- To grant powers of attorney to the attorneys that the Company appoints for them to represent him in the mentioned civil, criminal or mercantile proceedings, if he cannot participate directly in such proceedings.

Any aid that the Insurance Company or its representatives give to the Insured or to third parties, shall not be construed as the acceptance of the claim.

It is clarified that in the event the Policy Holder or driver participated in a criminal offense deriving from traffic incidents, he shall be subject to the criminal laws, local or federal, as applicable, pursuant to their own nature.

Likewise, the Insured and/or Beneficiary accept to deliver to the Company any information it requests on the events related to the sinister and by which the circumstances of its occurrence may be determined, as well as the consequences thereof (art. 69 of the Law on the Insurance Contract).

f) Requirements for the payment of the indemnification in case of Total Loss for Material Damages.

1.1 In case the vehicle described in the policy of this contract, as a consequence of a sinister is considered a total loss due to Material Damages, for the Company to pay the indemnification based on Clause 6th Insured Sums and Limits of Liability and 10th Remains of this Contract, the Policy Holder or Beneficiary shall previously deliver to the Company:

1.1.1. The original invoice or registration card to evidence ownership of the Insured vehicle, as well as to submit the temporary import permit and the corresponding documents evidencing the vehicle's legal stay in the country, if applicable.

1.1.2 Submit an official identification of the owner in case of individuals. In case of corporations, the legal representative or attorney-in-fact, in addition to his identification, shall submit a certified copy of a notarized power of attorney.

1.1.3 The Registry of Valid License Plates.

1.1.4 In addition, a certified copy of the complaint or complaint filed in accordance with the provisions of paragraph 1 (c) Notice to the Authorities of this Clause 8 and the accreditation of ownership of the insured vehicle before the authority, as well as the release of the vehicle as owner, must be delivered, if applicable.

1.2 Remove the insured vehicle from its location, if applicable.

1.3 In the event that the Total Loss due to Total Theft has been determined, and the insured vehicle is not located by the Company within **15 calendar days** from the notice of loss to the Company, the Insured must deliver the documentation indicated in numeral 1 of this subsection f).

2. Obligation to communicate the existence of other insurances.

The Policy Holder shall be obligated to notify in writing to the Company about the existence of any insurance he may have or may have contracted with another company regarding the same risk or due to the same interest, indicating the name of the Policy Holder and the coverages.

If the Policy Holder intentionally fails to give this notice provided for hereunder or if he contracts the different insurances with the purpose of obtaining and illicit benefit, he shall be released from its obligations.

3. Obligation to declare important facts for the appreciation of the risk and the essential aggravation thereof.

The Policy Holder shall be obligated to indicate in writing to the Company, through its policy application, the important facts for the appreciation of the risk that might influence in the agreed upon conditions, as they are known or should be known to him upon the contract's execution, as well as the vehicle's origin. If a representative of the Policy Holder executes the contract, the important facts that are known or should be known by the representative and principal shall be stated. When an insurance taken on account of another is proposed, the proposing party shall state all important facts that are known or should be known by the insured third party or its mediator. (Arts. 8th, 9th, and 10th of the Law of Insurance Contract).

Likewise, when the Insurance Company pays on behalf of the policy holder the indemnification owed thereby to a third party consequence of a damage provided for in this contract, and it evidences that the contracting party incurred in omissions or inexact statements related with the facts mentioned in articles 8, 9, 10 and 70 of the Law on the Insurance Contract or in essential aggravation of the risk in terms of articles 52 and 53 thereof, it shall be entitled to directly request the contracting party the reimbursement of payments.

Likewise, the Policy Holder shall communicate to the insuring company the essential aggravations of the risk during the term of the insurance, within the 24 hours following the moment in which they are known to him. If the Policy Holder fails to notify or if he provokes an essential aggravation of the risk, the Company's obligations shall immediately terminate thereafter.

CLAUSE 9th. TERRITORIALITY.

The coverages protected hereunder shall only apply in case of accidents occurred within the Mexican Republic.

According to the form of contracting this insurance by the Insured - traditional, multi-entry, cross-border or standard- the Traditional Tourist

Car Insurance Policy or the Tourist Car Insurance Policy - Multi-entry may be delivered, in which the indicates the validity, which can be annual or semi-annual and the Insured declares the days of confinement and the coverage contracted, wide or limited, option 1 or 2; or the Insurance Policy for Tourist Cars - Standard in which the contracted coverage is indicated, if applicable, and the validity, which can be from 1 to 365 days. Or the Insurance Policy for Automobiles and Transmigrant Pick Ups in which the validity of the insurance is indicated, the coverage contracted and the Territoriality corresponding to this form of contracting this insurance.

CLAUSE 10th. REMAINS.

Based on the fact that this contract is applicable to insurance policies on Tourist Vehicles, which import is made temporarily to National Territory, in case the Company determines the total loss of the Insured Vehicle as a consequence of any of the contracted risks in the coverage of Material Damages, it is expressly agreed that in no case the Company shall acquire the remains of the Insured Vehicle, and it shall be the Policy Holder's obligation to transport the vehicle's remains to his country, at its expense and cost.

In case the determination of the Total Loss is a consequence of Total Theft of the Insured Vehicle, and it is recovered by the Company at a date subsequent than that on which the corresponding indemnification has been delivered to the Policy Holder, it is expressly agreed by the parties that the Company shall proceed to its destruction or commercialization.

CLAUSE 11th. LOSS OF THE RIGHT TO BE INDEMNIFIED.

The Company's obligations shall be extinguished:

1.If it is evidenced that the Policy Holder, Driver, Beneficiary or Representatives thereof, with the purpose of leading to an error, conceal or falsely declare facts that may exclude or restrict such obligations, pursuant to the provisions of articles 8, 9, 10, 47 and 48 of the Law of Insurance Contract.

2. If there had been willful misconduct or bad faith by the Policy Holder, Driver, Beneficiary, or its assignees during the sinister.

3. If it is evidenced that the Policy Holder, Driver, Beneficiary or their Representatives, with the purpose of leading it to an error, do not provide

in a timely manner with the information requested by the Company about facts related to the sinister, by which circumstance of its occurrence or consequences thereof may be determined.

CLAUSE 12th. EARLY TERMINATION OF THE AGREEMENT.

The parties expressly agree that this agreement may be early terminated by written notice by written notice given previously, being the Company obligated to return part of the unaccrued premium of the unaffected coverages for sinisters occurred in the period during which the insurance has been in effect.

If the Request for early termination is given by the Insured, the petition shall be made through its Insurance Agent or Intermediary with whom he contracted this insurance. If the Contract was executed directly with the Company, he may appear or call the Service Office where the contract was agreed, which domicile, and phone number are indicated in the policy's front page. If the insurance was contracted over the phone and the request to early terminate is intended to be given the same way, the parties shall comply with Clause 21st of these General Conditions. The part of the unearned premium of the coverage not affected by claims that occurred in the period during which the insurance was in force will be paid within a maximum period of 10 working days from the date on which the Company has received the corresponding written request from the Insured and the requirements that must be submitted for this purpose have been met. which can be consulted on the website www.qualitas.com.mx.

In all cases, prior to the early termination of the Insurance Contract, the Company must verify and/or certify the authenticity and truthfulness of the identity of the person making the termination request and subsequently, an acknowledgement of receipt, confirmation code or registration number shall be given, as the case may be.

When the Company terminates the Contract, it shall notify it in writing to the Policy Holder and it shall return the unaccrued premium of the coverages not affected by the occurred sinisters, on the date of the notice, at the latest, and without this requirement, the notice shall not be considered as given. The termination of the Insurance shall be effective fifteen days after the notice has been given.

In all cases, the devolution made by the Company shall comprise the non-accrued net premium of the coverages not affected by the sinisters, minus the corresponding acquisition and administrative expense.

If a preferential Beneficiary has been appointed, the Policy Holder may not terminate the contract without the written consent of the preferential Beneficiary.

CLAUSE 13th. PRESCRIPTION.

All actions deriving hereunder shall prescribe in two years counted in terms of Article 81 of the Law of Insurance Contract, since the date of the fact that originated them, except in the cases provided for in Articles 82 and 84 of the same law, which can be reviewed pursuant to the provisions of clause 20th of this contract.

The prescription shall be interrupted not only by ordinary causes, but also by those referred to in the Law of Protection and Defense of the Financial Services User.

The submission of the claim before the Company's Specialized Unit, automatically suspends the prescription of the respective actions.

CLAUSE 14th. COMPETENCE.

In case of controversy, the complainant may appear before the Company's Specialized Unit for Consultations' and Claims' Attention, or else, appear before any of the offices of the National Commission for the Protection of the Financial Services Users. If this organism is appointed arbitrator, the judge of the domicile of such office shall be competent.

CLAUSE 15th. SUBROGATION.

In terms of the Law, once the indemnification has been paid, the Company shall subrogate up to the paid amount in the Policy Holder's rights, as well as in his corresponding actions against the parties responsible of the sinister. If the Company requests it, at its expense, the Policy Holder shall evidence the subrogation in a public instrument. If due to acts or omissions of the Policy Holder the subrogation is not possible, the Company shall be released from its obligations.

If the damage had been partially indemnified, the Policy Holder and the Company shall exercise their rights in the proportion it might correspond to each of them.

The subrogation right shall not proceed in case the Policy Holder has a marital relationship or kinship by consanguinity or affinity up to the second degree or civil, with the person that may have caused the damage, or else if he is responsible from a civil point of view thereof.

CLAUSE 16th. ACCEPTANCE OF THE CONTRACT (ART. 25 OF THE LAW OF INSURANCE CONTRACT).

If the content of the policy or amendments thereof do not coincide with the offer, the Policy Holder may request the corresponding correction within the thirty days following the receipt of the policy. Upon elapse of such term the policy's terms or amendments thereof shall be considered accepted.

CLAUSE 17th. EXPERTS' REPORT.

In case of disagreement between the Policy Holder and the Company, regarding the amount of any loss or damage, it shall be submitted to the resolution by an expert appointed in writing by common agreement of both parties, but if they do not reach an agreement regarding the appointment of an expert, there shall be two experts, one by each party, which appointment shall be made within a term of ten days counted as from the date on which one of them may have requested in writing from the other party the appointment. Before beginning their work, the two experts shall appoint a third one in case of disagreement between them.

If one of the parties refuses to appoint their expert when requested by the other party, or if both experts do not agree on the appointment of the third expert, the judicial authority upon the request of any of the parties shall make the expert's appointment, the third expert or both, if necessary.

The death of any of the parties or its dissolution in the case of corporations, occurred while the experts are resolving, will not annul or affect the powers or authority of the expert, experts or third expert, as the case may be, or if one of the experts dies before the issuance of the report, another one shall be appointed by whom it may correspond (the parties, the experts or the judicial authority).

The expenses and fees caused by the expert's report shall be equally born by the Company and the Policy Holder, but each party shall cover the fees of their own expert.

The expert's report referred to in this Clause does not mean the acceptance of the claim by the Company. It shall simply determine the loss that the Company may eventually be obligated to pay, being the parties free to exercise the corresponding actions or present the corresponding exceptions.

CLAUSE 18th. AMENDMENTS MADE TO THESE GENERAL CONDITIONS OF THE INSURANCE.

If during the term of the policy the Company registers with the National Insurance and Bonding Commission modifications to the General Conditions of insurance contracts of the same kind that imply greater benefits for the Insured, these will be made known to you through the email you have provided in the insurance application, or through the agent or intermediary involved in taking out the insurance, indicating the section in which they are within the general conditions and the date from which they will begin to take effect. But if these modifications imply higher benefits for the Company, it will be at the option of the Insured to apply them, since they will be obliged to pay the corresponding difference in premium.

Additionally, the Insured may access them on the Company's website: www.qualitas.com.mx.

The foregoing is carried out in compliance with the provisions of Article 65 of the Law on Insurance Contracts.

CLAUSE 19th. INTERMEDIATION LIMITATION.

The insurance agents with whom the Company executes intermediation contracts to execute the sale of insurances do not represent the Company and cannot accept risks on its behalf or subscribe and modify policies.

CLAUSE 20th. LEGAL FRAMEWORK.

The articles referred to in this contract corresponding to the Law on the Insurance Contract may be reviewed on the following website: uploads/attachment/file/70173/Ley_Sobre_el_Contrato_de_Seguro.pdf

Additionally, the following are transcribed:

Article 17 of the Law of the Insurance Contract. “The implied renewal of the contract in no case shall exceed one year.”

Article 45 of the Law of the Insurance Contract. “The Insurance Contract shall be null if upon its execution the risk has disappeared or the sinister has occurred. However, the contract’s effects may be retroactive by express agreement of the parties. In case of retroactivity, the insurance company knowing of the non-existence of the risk, shall not be entitled to the premiums, nor to the reimbursement of expenses; the contracting party knowing this circumstance shall lose the right to restitution of premiums and shall be obligated to pay for the expenses.”

Article 69 of the Law of Insurance Contract. “The insurance company shall have the right to request from the policy holder or beneficiary all information regarding the facts related with the sinister, and by which the circumstances in which it occurred may be determined, as well as the consequences thereof.”

Article 74 of the Law of the Insurance Contract. “The Policy Holder or its assignees may direct communications to the indicated address, directly to the insurance company, or to any of its agents, unless the parties agree to not grant authority to the latter for the indicated purpose.”

Article 88 of the Law of the Insurance Contract. “The contract shall be null if upon execution the insured thing does not exist or cannot be exposed to the risks.

The paid premiums shall be reimbursed to the policy holder with deduction of the expenses incurred by the company.

Fraud or bad faith of any of the parties shall create an obligation of paying the other an amount equal to the double of the premium for one year.”

Article 95 of the Law of the Insurance Contract. “When an insurance contract is executed for a sum in excess of the real value of the insured thing and there has been fraud or bad faith by any of the parties, the other shall be entitled to claim or oppose the nullity and demand the corresponding indemnification for damages and losses.

If there wasn't fraud or bad faith, the agreement shall be valid, but only up to the real value of the insured thing, having both parties the right to ask for a reduction of the insured sum. The insurance company shall not be entitled to the premiums for the excess, but it shall own the accrued premiums and the premium for the current period when the policy holder notifies.

Article 96 of the Law of the Insurance Contract. “In case of partial damage causing a claim of an indemnification, the insurance company and the insured shall be entitled to early terminate the agreement upon payment of the indemnification, at the latest, applying the following rules:
I.- If the company exercises its right to early terminate, its responsibility shall cease fifteen days after notifying the insured, and it shall reimburse the premium corresponding to the non-elapsed term of the insurance's period in course and to the rest of the insured amount.
II.- If the insured exercises such right, the company may request the premium for the period of the insurance in course. When the premium has been paid for several periods of insurance, the company shall reimburse the period corresponding to future terms.”

The articles corresponding to the general Provisions in matters of healthy practices, transparency and publicity applicable to the insurance institutions may be consulted on the following website:
<https://www.gob.mx/conducef/documentos/marco-legal-26548>

Additionally, the following is transcribed:

Article 3, inserts XIII and XIV of the general Provisions in matters of healthy practices, transparency and publicity applicable to the insurance institutions. “The following are considered activities differing from the healthy practices and uses relative to the offering and marketing of products and services related thereto, by the insurance institutions:

.....

XIII. Denying or delaying the cancellation without justified cause.

XIV. Denying the User the possibility of cancelling the contract through the same means by which it was executed.

.....”

Articles referred to in the body of this agreement of the Criminal Federal Code may be reviewed at: https://www.diputados.gob.mx/LeyesBiblio/pdf/mov/Codigo_Penal_Federal.pdf

Articles referred to in the body of this agreement of the Law of Ecologic Equilibrium and Environment Protection may be reviewed at: http://www.diputados.gob.mx/LeyesBiblio/pdf/148_050618.pdf

The Mexican Official Norm (NOM) indicated in this document may be reviewed at <https://www.gob.mx/sct/#2355>.

The concepts of the crimes of Breach of Trust, Fraud, Extortion and Kidnapping referred to in this contract can be consulted in the following legal systems:

Breach of Trust. **Article 382 of the Federal Penal Code.** "Any person who, to the detriment of any person, disposes of for himself or for another, any movable property of another, of which the possession and not the ownership has been transferred to him..."

Breach of Trust. **Article 227 of the Penal Code for the Federal District.** "Any person who, to the detriment of someone, disposes of for himself or for another a movable thing belonging to another, of which possession has been transferred to him but not the dominion..."

Fraud. **Article 386 of the Federal Penal Code.** "The crime of fraud is committed by anyone who, by deceiving someone or taking advantage of the error in which he finds himself, unlawfully obtains something or obtains an undue profit."

Fraud. **Article 230 of the Penal Code for the Federal District.** "Anyone who, by means of deception or taking advantage of the error in which another finds himself, unlawfully obtains something or obtains an undue profit for his own benefit or that of a third party..."

Extortion. **Article 390 of the Federal Penal Code.** "Anyone who, without right, compels another to give, do, refrain from doing or tolerate something, obtaining a profit for himself or for another or causing someone a pecuniary damage, ..."

Extortion. **Article 236 of the Penal Code for the Federal District.** "Anyone who forces another to give, do, refrain from doing or tolerate something, obtaining a profit for himself or for another, causing someone a pecuniary damage..."

Kidnapping. **Article 9 of the General Law for the Prevention and Punishment of Kidnapping Offences**, which regulates section XXI of article 73 of the Political Constitution of the United Mexican States. "A person who deprives another of his liberty ... if the deprivation of liberty is effected for the purpose of:

(a) Obtaining, for oneself or for a third party, ransom or any other benefit;

...

(d) Committing express kidnapping, from the very moment of its execution, understood as any person who, in order to commit the offences of robbery or extortion, deprives another of his liberty. The foregoing, regardless of the other penalties that under this Law correspond to him for other crimes that result from his conduct."

CLAUSE 21st. BASIS FOR THE CONTRACTING OF INSURANCE ON THE TELEPHONE.

This insurance may be contracted over the telephone and its renewal, as well as its cancellation may be made through the same means based on the following, considering as means of identification of the User, the following:

1. Confirmation of Information: The Company shall confirm the Applicant's, Contracting Party or Policy Holder's information by directly requesting his personal information, Vehicle's identification number, as well as the corresponding information on the insurance policy.
2. The Company may record the application made by the Applicant, Contracting Party or Policy Holder, same that shall serve as proof, in lieu of the autograph signature, to evidence the contract's execution, as well as the request of renewal or cancellation, as the case may be, of the Insurance Policy. For this same purpose, the evidences of payment or charges to a

Credit or Debit Card that the Applicant, Contracting Party or Policy Holder may have approved may be used.

3. Authorization to contract: The Company shall generate a four-digit number that shall be sent by email to the Applicant or Contracting Party, same that he shall enter to confirm the sale. The Company shall only issue the policy if it has such confirmation.
4. Authorization to charge the premium: If the Contracting Party or Policy Holder wishes to pay the insurance premium with a Credit or Debit Card, he shall issue his authorization to make the corresponding charge for such concept.

The use of the means of identification indicated in this section, in lieu of the autograph signature, shall produce the same effects that the law grants to the documents as application and/or authorization to charge a credit or debit card, and consequently shall have the same evidence value.

The contracting of the Insurance, as well as its renewal, shall be valid since the date it is informed to the Policy Holder or Contracting Party upon issuance of the Policy's number and number of authorization corresponding to the operation carried out.

In case the Contracting Party or Policy Holder wishes to cancel, it is necessary to place a call at 800 782 5482 or else, send a request to cancelacionestlmk@qualitas.com.mx, which shall contain the following: reason of cancellation, date as from which the insurance cancellation is requested, in which document the signature of the Contracting Party or Policy Holder shall be included, as well as copy of an Official identification and evidence of address of no more than 3 months. The Cancellation of Insurance shall be valid since the date indicated by the Policy Holder or Contracting Party in his corresponding application.

The contractual documentation in which the insurance's rights and obligations are contained, shall be delivered to the Contracting Party or Policy Holder through mail to his address, or previous express consent by the Contracting Party or Policy Holder through electronic means (email) as he may indicate. If the Contracting Party or Policy Holder does not receive, within 30 calendar days of having contracted the insurance, the

contractual documentation referred to in this paragraph shall be made known to the Company by calling 800 782 5482, so that he can send the documentation through the most convenient means.

CLAUSE 22nd. LANGUAGE

The English text of these general conditions is a courtesy, and in case of controversy and for all legal purposes, the Spanish text shall prevail.

CLAUSE 23rd. DELIVERY OF DOCUMENTATION WHEN THE CONTRACTING OF THIS INSURANCE IS MADE THROUGH A SERVICE PROVIDER.

When the contracting of the Insurance is made through a service provider, the Company shall deliver the insurance policy, general conditions and any other document containing rights and obligations deriving under the insurance contract, who shall obtain from the Insured or Contracting Party, acknowledgements of receipt.

If the Insured or Contracting Party by any reason does not receive or cannot obtain the documents mentioned in the previous paragraphs within 30 days following the contract's execution, he shall appear at the offices of Qualitas, Compañía de Seguros, S.A. de C.V. or call the Telephone Assistance Center of the Company at 800 800 2021 to receive instructions, based on his domicile, regarding the location of the center where he shall appear to receive his policy and all documents related with the contracted insurance.

In case the last day of the term mentioned above is not a business day, the delivery of documentation shall be made on the previous business day.

Irrespective of the Company's obligation of delivering in writing or by any other means that the Policy Holder or Contracting Party chooses, the Contractual Documentation containing the rights and obligations of the parties under the executed contract, the Policy Holder or Contracting Party may review and print the general conditions and clauses corresponding to the contracted insurance, on website www.qualitas.com.mx.

The Insured or Contracting Party may request cancellation of the insurance policy or the non-automatic renewal through the service provider with whom he contracted, or through Qualitas, Compañía de Seguros, S.A. de C.V. as applicable, within a term of 24 (twenty four) hours

to 10 (ten) business days following his request, being the service provider or Qualitas obliged to obtain the signature of the Insured or Contracting Party to evidence the corresponding endorsement, or he may call the Telephone Assistance Center of the Company at 800 800 2021 to receive advice.

The telephone numbers for the attention of sinisters are 800 800 28 80, 800 288 67 00.

Likewise, the telephone number for the attention of claims by the specialized unit (55) 5002 5500.

CLAUSE 24th. INSURANCE RENEWAL

This insurance may be renewed in accordance with the following:

a) At the request of the Policy Holder/Contracting Party/Agent/Intermediary.

The Policy Holder/Contracting Party/Agent/Intermediary may request in writing to the Company, the renewal of this insurance. Such request shall be made before the expiration of the term indicated on the title page of the policy. The Company, based on the subscription previously made, shall issue a new Policy with the rates, limits, terms, and conditions registered with the National Insurance and Bond Commission at the date of renewal, for a new period of the same term as that of the policy to be renewed, or for a different period as indicated in the renewal request.

The Company shall issue the renewal in advance and shall send it to the Policy Holder/Contractor/Agent/Intermediary before the beginning of the new term through the means chosen for the delivery of the contractual documentation.

The payment of the corresponding premium shall be considered as sufficient proof of such renewal.

b) Automatic Renewal.

If the Policy Holder/Contractor/Agent/Intermediary and the Company have so expressly agreed, at the end of the term indicated on the title page of

the policy, the Company shall issue a new Policy with the rates, limits, terms and conditions registered with the National Insurance and Bond Commission at the date of renewal; for a new period of equal term, immediately following such date. The insurance shall be considered renewed if within the last 15 (fifteen) calendar days of the policy term, either of the parties does not give notice to the other that it is their will to terminate it. The payment of the corresponding premium shall be considered as sufficient proof of such renewal.

The Company shall issue the renewal in advance and shall send it to the Policy Holder/Contractor/Agent/Intermediary before the beginning of the new term through the means chosen for the delivery of the contractual documentation.

In both forms of renewal indicated in items a) and b) above, in the event that the Policy Holder does not accept the new price, limits, terms and/or conditions of renewal, it shall give written notice to the Company in accordance with the provisions of Article 25 of the Insurance Contract Law, or may terminate the agreement in advance, in terms of the provisions of the "Early Termination of the Agreement" Clause.

CLAUSE 25th. RELATIVE TO THE CRIMINAL ACTS MENTIONED BY ARTICLE 492 OF THE LAW OF INSURANCE AND BONDING INSTITUTIONS.

The Company's obligations shall fully cease:

a) in case that currently or in the future, the Contracting Party or Parties, Insured(s) or Beneficiary or Beneficiaries carry out or are related to illegal activities associated with acts, omissions or operations that may favor, help or cooperate in any manner with the commission of illegal acts mentioned in articles 139 to 139, 193 to 199 of the Federal Criminal Code;

b) In case that currently or in the future, the Contracting Party or Parties, Insured(s) or Beneficiary or Beneficiaries may materialize the events mentioned in articles 400 and 400 bis of that same code;

c) If the Contracting Party or Parties, Insured(s) or Beneficiary or Beneficiaries, in terms of Article 492 of the Law of Insurance and Bonding Institutions and its general provisions, were condemned

through definitive sentence, for any criminal act related to or deriving from the events mentioned in the Articles indicated in the preceding paragraphs a) and b) of the Federal Criminal Code and/or any article related to the organized crime in national territory; such sentence may be issued by any competent authority, local or federal;

d) If the name of the Contracting Party or Parties, Insured(s) or Beneficiary or Beneficiaries), their activities, assets covered by the policy or their nationalities are published in any official list related to the criminal acts connected with the provisions of the articles mentioned in the preceding paragraphs a) and b), either national or foreign coming from a government with which the Mexican Government has executed an international treaty in such matters, pursuant to paragraph X insert Thirty Ninth, paragraph VII insert Forty Fourth or Provision Seventy Seventh of the Resolution by which the General Provisions referred to in article 492 of the Law of Insurance and Bonding Institutions are issued.

In any of the events mentioned in the previous paragraphs, once the Company has knowledge of the situation, it shall immediately terminate the insurance contract without requiring previous notice given to the Contracting Party or Parties, Insured(s) or Beneficiary or Beneficiaries.

The Company shall allocate before the competent jurisdictional authority any amount deriving from this Insurance Contract that may be given to the person(s) mentioned in the preceding paragraph, with the purpose of such authority determining the destination of such resources. Any amount paid and not accrued and payable after the occurrence of the above-mentioned situations, shall be allocated in favor of the competent authority.

GLOSSARY OF TERMS APPLICABLE TO COVERAGE 8th. ROAD ASSISTANCE.

For purposes of this coverage, the following terms shall have the meaning set forth hereinbelow:

1. Automobile/Pick-up: Motorized four-wheel two axle vehicle, of 2.5 (two and a half) tons of weight maximum, of personal use and service that has

a policy of “Insurance of Resident Automobiles”, valid and in force issued by QUÁLITAS.

2. Accident: Any event provoking physical damages to an individual provoked only and directly by an external, violent, fortuitous and sudden cause, and that takes place during the validity of the Policy of Insurance of Resident Automobiles.

3. Traffic Accident: Any event that provokes physical damages to an Insured Automobile/Pick-up of personal use, provoked only and directly by an external, violent, fortuitous and sudden cause, and that takes place during the validity of the Policy of Insurance of Resident Automobiles.

4. Breakdown: Any damage, breakage and/or fortuitous deterioration that prevents the independent circulation of the Insured Automobile/Pick-up of personal use during a trip and validity of this contract, provided it is the consequence of a Traffic Accident.

5. Beneficiary or Beneficiaries: For the purposes of this Contract, they shall be defined in each of the Assistance Services of this Particular Conditions of the “Road Assistance” coverage.

6. Driver: Any individual or in the case of corporations, the habitual driver of the Insured Automobile/Pick-up of personal use with the express or implied consent of the owner of the Automobile/Pick-up of personal use, provided he is at least 16 years old.

7. Medical Equipment: The medical personnel and adequate assistants obtaining Assistance Services to the Beneficiary.

8. Technical Equipment: The technical personnel negotiating the Assistance Services on behalf of the Company for the Automobile/Pick-up of personal use.

9. Occupants: Any individual traveling in the Automobile/Pick-up of personal use upon the occurrence of the Traffic Accident. The maximum number of occupants shall be the one stipulated in the circulation card of the Automobile/Pick-up of personal use, except the persons traveling in a “Ride or Autostop” who shall not be entitled to the Assistance Services.

In case of public service vehicles: any individual different than the driver that travels in the insured vehicle while inside the compartment, stall or cabin destined to the transportation of persons upon the occurrence of the Traffic Accident. The maximum number of occupants shall be indicated in the traffic card.

10. Representative: Any person, accompanying or not the Beneficiary, carrying out acts to enable the rendering of the Assistance Services.

11. Assistance Services: The services obtained by the Company for the Insured Automobile/Pick-up of personal use and the Beneficiaries,

pursuant to the particular Conditions of the “Road Assistance” Coverage, for Assistance Situation cases.

12. Assistance Situation: Any Traffic Accident or Breakage occurred to the Automobile/Pick-up of personal use under the terms and with the limitations established in the particular Conditions of the “Road Assistance” Coverage, as well as in the other described situations that give the right to obtain Assistance Services

13. Policy Holder: The individual or corporation whose name appears in the front page of the Insurance Policy of Resident Automobile.

UNE

Specialized Unit for the Attention of Users (*Unidad Especializada de Atención a Usuarios (UNE)*), Address Boulevard Picacho Ajusco No. 236, Colonia Jardines de la Montaña, Alcaldía Tlalpan, México, CDMX, Zip Code 14210, hours of attention from Monday to Friday from 9:00 a.m. to 18:00 p.m., telephone (55) 5002 5500, email uaf@qualitas.com.mx”

CONDUSEF

National Commission for the Protection and Defense of Users of Financial Services (CONDUSEF), Avenida Insurgentes Sur #762, Colonia del Valle, México, CDMX, C.P. 03100. Telephone(55) 5340 0999 and (800) 999 80 80. Webpage www.condusef.gob.mx; email: asesoría@condusef.gob.mx.

Abbreviations meaning query on our Web page:
www.qualitas.com.mx.

In compliance of article 202 of the Law of Insurance and Bonding Institutions, the contractual documentation, and the Technical Note that form part of this product are recorded with the National Insurance and Bonding Commission since February 21, 2024, under registry number CNSF-S0046-0088-2024/CONDUSEF-005166-08.

GENERAL CONDITIONS



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QUÁLITAS CONTACT CENTER

800 800 2021