

Tourist Vehicle Insurance
Policy Conditions
December 2015

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Preliminary

In accordance to the terms and conditions hereunder Grupo Nacional Provincial, S.A.B., (hereinafter called the Company) provides insurance for the vehicle described on the Policy Declaration Page during the specified policy period and against those risks enumerated below, which are shown with their respective liability limits or with the indication “covered”, as the case may be.

The types of coverage and the Insured amounts set forth on the Policy Declaration Page as contracted for have been agreed upon by the Company and the Insured, the latter being aware of their options to choose one or more of the basic coverage Items and additionally one or more of the supplementary ones if he wishes to do so.

Risks for which coverage may be provided under this policy are defined in the “Coverage Items” Chapter in these General Conditions.

The Coverage Items and insured amounts shown on the policy face have been agreed upon by the Company and the Applicant knowing that:

Please take the following observations into careful consideration:

- 1. For the Company to be under obligation to indemnify under this policy, the loss has to occur within the Mexican Republic and in the course of the Policy Period hereunder.**
- 2. No coverage is provided by this Policy for civil liability arising from bodily injury sustained by third parties occupying the insured vehicle at the time of the accident.**
- 3. Medical expenses insured under the coverage for Medical Expenses for Vehicle Occupants shall only cover the insured vehicle occupants.**
- 4. The costs for repairing an insured vehicle shall be determine don the basis of labor costs in Mexico. The insured vehicle shall be deemed total loss as per definition set forth in this policy.**
- 5. In order to make a claim under this Policy such claim shall be reported via telephone by calling any of the telephone numbers of the Claims Center and the driver shall wait for the company adjuster to arrive and interview him personally. Such telephone numbers appear in Section 6: Telephone Numbers for Assistance.**
- 6. Claims for such damages sustained by the insured vehicle as are covered in conformity with Section 2: “Coverage Items” of this Policy, shall be subject to the deductible specified on the Policy Declaration Page.**

- 7. Risks covered under this policy are only such risks as are specified to be covered on the Policy Declaration Page and exclusively limited to them. No coverage is provided for any other risk whatsoever.**

Acceptance of Contract

“If the Policy contents or any amendments thereto should not be in accordance with the offer, the Insured may request the corresponding correction within 30 days from the date on which they receive the policy. Upon lapse of such period the Policy provisions or any amendments thereto shall be deemed as accepted”. The above being in conformity with Article 25 of the Law of the Insurance Contract.

Any changes to this Contract shall be made in writing upon prior agreement between the Parties. The above being in conformity with Article 19 of the Law of the Insurance Contract. Therefore, no changes whatsoever made be requested by the Agent nor by any person not expressly authorized by the Company.

Geographic Coverage

Coverage provided under this policy takes effect concerning only for accidents occurring within the Mexican Republic.

Jurisdiction

Coverage under this policy is subject to jurisdiction of Courts in the Mexican Republic, only such Laws and Procedures being applicable as are in force in such Mexican Republic. Therefore, this contract shall in no case be subject to any Legislation or Courts other than the specified ones.

1

Definitions

For the purposes of this contract the following terms shall be understood to have the meanings described as follows:

- **Adaptations, Conversions and Special Equipment**

Any modification and / or additions made to the car body, parts, accessories and / or signs installed upon the buyer's or owner's request, beside the parts or accessories the manufacturer originally equipped every specific type or model with, for marketing purposes.

- **Insured**

The Person or Entity entitled to claims on services, payments, or benefits specified under the Coverage Items contracted for. Such person shall appear specifically identified on this Policy's Face and be either the driver or an occupant of the vehicle at the time of loss.

- **Beneficiary**

The Person or Entity designated in the Policy by the Insured or the Applicant to be entitled to any indemnity rights.

- **Preferential Beneficiary**

The Person or Entity who, upon prior agreement with the Company and upon the Applicant's request is entitled to the corresponding payment or service over any other beneficiary. If existing, it must be shown on the Policy Declaration Page.

- **Boat**

Small vessel propelled by a motor or an oar.

- **Passable roads**

Roads intended for self-propelled vehicle circulation and which, depending on the characteristics proper to the insured vehicle allow it to transit regularly and smoothly without subjecting it to any additional risk and without damaging any of its parts as a direct result of the vehicle transiting normally on such thoroughfares.

- **Collision**

Impact of the Insured Vehicle against one or more objects, including the vehicle itself, taking place in one single occurrence resulting in property damage.

- **Main Driver (Habitual driver of the Insured Vehicle)** is the natural person who most frequently uses the insured vehicle and whose name is specified on the Policy Declaration Page.

- **Applicant** is the Person or Entity signing the contract and is generally the same person as the Insured, who is legally obligated to make the Premium payments.
- **Insurance Contract**
Agreement made by two or more parties of their own free will, by virtue of which the Company undertakes against payment of a Premium to indemnify a damage or to pay an amount of Money upon occurrence of the contingency foreseen in the contract. The Policy, as well as any of its versions, the Application and the General Conditions constitute proof of the Insurance Contract entered into by the Applicant and the Company.
- **Usual and Customary Cost**
Average amount which corresponds to prices and professional fees set at a specific place or locality by medical and hospital service providers and users, under consideration of the nature and technical complexity of the services, their quality, and length of time and cost of the respective facilities used.
- **Deductible**
Monetary contribution which is invariably to the account of the Insured or the Beneficiary in the event of a loss and is specified on the Policy Declaration Page for each type of coverage. Such obligation may be specified in Pesos, Dollars, Times the General Minimum Daily Wage in Force at the Federal District (Ciudad de México⁸⁸), or as a percentage of the Insured Amount, as it may correspond to each particular coverage.
- **Detailed Coverage Items**
Schedule of covered risks stating the maximum liability limits for the Company, the Applicant and / or the Insured.
- **Dollar**
Currency in circulation in the United States of America (U.S.A. as per the initials in English)
- **DSMGVDF**
Times the General Minimum Daily Wage in Force at the Federal District (Ciudad de México).
- **Extortion**
For the purposes of this Policy, extortion is deemed to happen whenever one person who has no right to do it, forces another person to give, do, fail to do or tolerate something thus benefiting himself or a third party and causing patrimonial prejudice to the person being forced.
- **Unskillfulness**
Lack of dexterity or ability on the part of the driver which causes a loss.

- **Flood**

Water entering the vehicle from the outside into the inside and resulting in physical damage affecting the car body and interior parts; such water being other than that required for vehicle operation and functioning and entering the vehicle due to factors beyond the Insured's or the driver's control.

- **Combined and Single Limit**

Only Insured Amount which is contracted for one single coverage item spanning to several types of loss and / or damage and takes effect as the Company's Liability Limit for all of the accumulated claims for which indemnity is payable under such coverage.

- **Motorcycle**

Two-wheeled self-propelled vehicle, driven by a motor actuating the rear wheel; and only applies to motorcycles intended for legal use on streets or public roads, coverage is extended to an attached passenger compartment (sidecar).

- **Occupant**

Any person who, during a traffic accident, is inside the Insured Vehicle's compartment, cabin or booth originally designed by the manufacturer for transport of persons.

- **Partial loss**

Is declared when the amount of the damage caused to the Insured Vehicle, including the labor, spare parts and materials necessary for such vehicle to be repaired, as per valuation carried out or validated by the Company, does not exceed 75% of the Insured Amount or the Commercial Value, as the case may be.

- **Direct Payment**

Is a benefit that the Company may provide to cover indemnity to the Insured or Beneficiary when he/she in a free and voluntary manner chooses to repair the vehicle a dealership or auto repair shop with which The Company has entered a contract for direct payment.

Under this benefit The Company will directly pay on behalf of the Insured or Beneficiary the indemnity amount to the dealership or auto repair shop which must have all legal permits required to operate and subject to supervision by The Federal Consumer Bureau.

The Company when entering a direct payment agreement will follow the same criteria either if it is for a dealership corresponding to the vehicle's make or in case of an auto repair shop, it will require that it retains properly trained

personnel with adequate experience and ability to maintain a proper supply of mechanical and electronic parts as well as being in compliance of any additional requirement by Law.

The Company will clearly indicate in such direct payment agreement that repairs performed by such dealership or auto repair shop must be made in accordance to quality standards specifically required for such repairs taking into consideration the obligations contemplated under the Insurance Contract and supervision by The Company will end until the Insured or Beneficiary picks the vehicle from the dealership or auto repair shop.

In case the dealership or auto repair shop chosen by The Insured does not have a Direct Payment Agreement with The Company, The Company obligation will be limited to pay for the indemnity as per stated under the "Sums Insured and Basis for Indemnity" provision under the "Insurance Policy Stipulations" of these General Conditions.

In case that Direct Payment Option is chosen, it will The Company's responsibility to follow up on the repair and provide The Insured or Beneficiary with a status on its progress.

- **Total Loss**

Is declared when the amount of the damage caused to the Insured Vehicle, including the labor, spare parts and materials necessary for such vehicle to be repaired, as per valuation carried out or validated by the Company, exceeds 75% of the Insured Amount or the Commercial Value, as the case may be.

- **Policy**

Document issued by the Company in which the rights and obligations of the Parties are attested.

- **Amendment Premium**

Amount which the Applicant and / or Insured is under obligation to pay on account of any provisions added to the original Insurance Policy.

- **Owner**

Person or Entity proving legal ownership of the Insured Vehicle.

- **Trailer**

Privately used vehicle without any purpose of profiting, which does not have propulsion of its own and is designed to be coupled to, and pulled by a self-propelled vehicle such as: boat trailers, tent trailers, house trailers, or cargo trailers. In every case trailer contents are excluded; contents are such as, but not limited to: household furniture and wares, personal use articles. In no case shall commercial use trailers or heavy equipment be included in this definition.

- **Salvage**

Remains of a damaged vehicle once the unit has been declared to be Total Loss by the Company. Salvage shall also be understood to mean any vehicles having been declared to be Total Loss by other Insurance Companies and marketed by such companies.

- **Kidnap**

For the purposes of this policy, Kidnap is understood to take place whenever a person is illegally deprived from freedom for a specific time length in order to obtain a ransom either in Money or in Kind.

- **Insured Amount**

The amount defined for a coverage, a specific property or risk, which the Insurance Company is under obligation to pay, as a maximum, for a covered Loss. Determination of the Insured Amount for each coverage shall be made in conformity with the provisions contained in the subparagraph "Maximum Liability Limit" under each one of the Coverage Items specified in the "Coverage Items" section of these General Terms and Conditions.

- **Third Parties**

Any persons involved in a Loss which gives rise to a claim under this Policy's coverage, other than the Applicant, the Insured, the Insured Vehicle Occupants, the Insured Vehicle driver, or the persons traveling in the Insured Vehicle at the time of a Loss.

- **Insured Vehicle Use**

In conformity with the nature of this Policy, the Insured Vehicle is understood to be privately used, which means that it is intended for the transport of persons and occasionally cargo without any purpose of profiting.

Using the Insured Vehicle in any other way shall be deemed an Essential Risk Aggravation which gives rise to the loss of any indemnity rights under any of the Policy's Coverage Items in conformity with provisions set forth in Articles 52 and 53 subparagraph I of the Law of the Insurance Contract.

Article 52 of the Law of the Insurance Contract: "The Insured shall inform the Insurance Company of any essential aggravations the Risk may undergo in the course of the insurance, within 24 hours from the moment they become aware of them. If the Insured should fail to inform such aggravations or they themselves bring about such an aggravation, the Company's obligations shall thereafter cease as a matter of Law.

Article 53 of the Law of the Insurance Contract: "For the purposes of the preceding Article:

- I. An aggravation shall always be assumed to be essential if it concerns any fact which is important for risk assessment to such an extent as would have caused the Company to enter the Contract under different Terms and Conditions if a similar aggravation would have been known at the moment of entering the Contract.
- II. The Insured knows or must know any aggravation derived from acts or omissions by his tenants, spouse, dependents or whoever person inhabiting the premises or control the property subject of this insurance.

- **Vandalism**

Acts committed intentionally by any person or organization in order to damage or destroy covered property, other than during lockouts, strikes, labor related commotion, civil commotion, demonstrations, riots or mutinies.

- **Insured Vehicle**

Vehicle intended for private passenger transport, having valid foreign registration and license plates; including parts or accessories the manufacturer originally designed, and equipped every specific type or model with, for marketing purposes; it is described on the Policy Declaration Page.

Any other parts, accessories, signs, conversions, adaptations, or structural changes installed upon the buyer's or owner's request by the dealership, distributor, third parties or self-installed, shall not be deemed to be equipment originally designed by the manufacturer and shall therefore require a special coverage, an additional premium, and shall be specified on the Policy Declaration Page. Trailers, boats or motorcycles are also subject to an additional Premium and to be specified on the Policy Declaration Page.

- **Commercial Value**

It is the value of the Insured Vehicle as defined for following Coverage Items: Collision, Overturning, and Glass Breakage; Fire, Theft, and Acts of God and is equivalent to the Retail Value of a vehicle of the same brand, type and model as the Insured Vehicle on the date of the Loss, as specified in the Kelley Blue Book Guide for the region where the Insured Vehicle is registered.

Under the assumption that a Salvage Title has been issued on the Insured Vehicle, or the vehicle was previously intended for public use, a 25% decrease shall be considered on the amount determined in accordance with the first paragraph under this definition.

Such decrease shall not apply if the Insured Amount shown on the Policy Declaration Page takes it into consideration and the corresponding remark is made confirming such decrease.

- **Tourist Vehicle**

Vehicle from a foreign origin, bearing license plates of the country where it is normally driven, used for the transport of persons and occasionally traveling from its original territory or habitual residence, to the Mexican Republic. Since the vehicle is to return to its country of habitual residence, its stay in the Mexican Republic is only temporary. This definition does not include any vehicle registered or resident in Mexico.

- **Overturning**

An occurrence during which the vehicle, due to a loss of control, either completely or partly turns, overturns or lifts while on the surface it is circulating or transiting on.

2

Coverage Items

2.1 Covered Risks, Liability Limits, Deductibles and Particular Exclusions.

a) Collision, Overturning and Glass Breakage

1. Coverage

If it is indicated as covered on the Policy Declaration Page, this coverage insures against partial property damage or loss sustained by the Insured Vehicle and arising as a consequence of any of the following risks:

- a) Collision.
- b) Overturning.
- c) Glass breakage: covers payment or replacement, including installation costs, of any glasses, windshields, lateral glasses, glass wings, rear glasses and / or sunroofs (sliding glass roofs), as well as their rubber and metal supports, originally designed and installed by the manufacturer on the Insured Vehicle, as a result of glass breakage or detachment. Included are also any damages the Insured Vehicle body may sustain as a result of glass breakage or detachment.
- d) Damages during transport: Stranding, sinking, fire, explosion, collision, overturning, derailing, or falling from the means of transport the Insured Vehicle is moved on; damages due to the Insured Vehicle falling during loading, transloading or unloading; as well as the contribution in the event of Gross Average or Salvage Charges.
- e) Piston-rod breakage affecting the Insured Vehicle as a result of water entering the vehicle from outside into the inside, such water being other than that required for vehicle operation and functioning and entering the vehicle due to factors beyond the Insured's or the driver's control.

2. Maximum Liability Limit

According to the type of Insured Vehicle, this coverage may take effect on the basis of the Commercial Value on the date of loss. Therefore, the Company undertakes to indemnify in conformity with the provisions set forth under the Section "Policy Insurance Provisions" sub-paragraph b) Insured Amount and Bases for Indemnity of these General Terms and Conditions.

3. Deductible

The deductible amount shall be in conformity with the corresponding amount specified on the Policy Declaration Page. If it is shown as a percentage amount, the deductible amount shall be obtained by applying the percentage specified on the Policy Declaration Page for the coverage affected to the Commercial Value on the date of loss, with a minimum deductible in amount of \$500.00 USCY for automobiles and \$1,000.00 USCY. for any other kind of vehicle, whichever is higher.

The deductible for Glass Breakage is in amount of 20% of the damaged glass.

4. Exclusions

In addition to the provisions set forth in the Section “General Exclusions” of these General Terms and Conditions” coverage against Collision, Overturning or Glass Breakage shall in no case cover any of the following:

- a) **Preexisting Damages**
- b) **Any loss in which the amount of sustained property damage, according to valuation made by the Company, is less than the deductible specified on the Policy Declaration Page.**
- c) **Any mechanical, electrical or electronic malfunction or breakdown of any of the Insured Vehicle components, save for those resulting from a loss.**
- d) **If the loss occurs as a result of a breach of trust crime:**
 - 1) **Committed by any of the persons specified as insured on this Policy’s Face.**
 - 2) **Committed by any of the Insured’s relatives.**
 - 3) **Arising from, or as a result of any kind of commercial transaction, contract or agreement concerning the Insured Vehicle, and related to buying / selling it to a private person, leasing it, or to giving credit or financing for its purchase.**
- e) **Damages sustained by the Insured Vehicle’s paint as a result of any risk other than those covered under sub-paragraphs a)**

to d) of the coverage against Collision, Overturning and Glass Breakage.

- f) Breakage or insufficient resistance of any of the vehicle's parts or accessories which are not subject to coverage under this policy.
- g) Property damage sustained by the Insured Vehicle due to a lack or loss of motor oil, transmission oil, or gearbox oil; or due to a lack or loss of water in the radiator.
- h) Property damage sustained by the Insured Vehicle as a result of a quarrel or fight in which either the driver or occupants, or any other person traveling in the Insured Vehicle is involved.
- i) Piston-rod breakage due to lack of maintenance, wear and tear, or oil leakage.
- j) Under glass breakage lateral mirrors, tail lights and head lights are excluded.
- k) Glasses or sunroofs (sliding glass roofs) other than those originally installed by the vehicle manufacturer, unless they have been declared under the Coverage for Adaptations, Conversions and Special Equipment.
- l) Glass theft
- m) In the event of total loss, whenever the Insured Vehicle:
 - m.1) Has an expired temporary import permit at the moment of loss.
 - m.2) The vehicle has an expired registration.
 - m.3) The vehicle registration and/or title deed specifies it is either non operational, non repairable or for export only, therefore rendering it unable to be driven in its country of origin.

b) Fire, Total Theft and Acts of God

1. Coverage

If it is indicated as covered on the Policy Declaration Page, this coverage insures against the following risks:

- a) Taking power of the Insured Vehicle against the Insured's or driver's will as a result of theft and / or assault, or if the vehicle disappears from the place where it was left parked.
- b) Property damage or loss sustained by the Insured Vehicle as a result of total theft.
- c) Fire, lightning, and explosion even if such damage arises, from causes external to the vehicle.
- d) Acts by persons taking part in any lockout, strike, labor related commotion, demonstrations, civil commotion, riots, or by evil intended persons in the course of such events, or damage caused by acts of legally acknowledged authorities carried out when taking measures to repress such acts in fulfillment of their functions.
- e) Cyclone, hurricane, hail, earthquake, volcanic eruption, avalanche, landslide, fall or collapse of constructions, structures or other objects, fall of trees or their branches and flood.

2. Maximum Liability Limit

In accordance with the type of Insured Vehicle, this coverage may take effect on the basis of Commercial Value on the date of loss. Therefore, the Company undertakes to indemnify according to the provisions under the "Policy Insurance Provisions" section, sub-paragraph b) Insured Amount and Bases for Indemnity of these General Terms and Conditions.

3. Deductible

The deductible amount shall be in accordance to the corresponding amount specified on this Policy Declaration Page. If it is specified as a percentage amount, the deductible amount shall be obtained by applying the percentage specified on the Policy Declaration Page for the affected coverage to the Commercial Value on the date of loss, with a minimum deductible in amount of \$1,000.00 USCY for automobiles and \$1,500.00 USCY. for any other type of vehicle, whichever is higher.

In the event that the Insured Vehicle is recovered after the theft was committed, the deductible amount to be applied shall be the one specified for the Coverage against Fire, Total Theft and Acts of God.

4. Exclusions

In addition to the provisions set forth in the section “General Exclusions” of these General Terms and Conditions, coverage against Fire, Total Theft, and Acts of God shall in no case cover any of the following:

- a) Any loss in which the amount of sustained property damage, according to valuation made by the Company, is less than the deductible specified on this Policy Declaration Page.
- b) Any of the exclusions set forth under the coverage for Collision, Overturning and Glass Breakage.
- c) Partial theft involving any Insured Vehicle’s parts or accessories whenever it does not occur as a result of Total Theft.
- d) Physically surrendering the Insured Vehicle and the documents evidencing its ownership as a result of fraud, extortion or kidnapping.
- e) Loss or damage caused by the normal action of tide, even causing a flood.
- f) Vandalism
- g) Services provided under the Coverage for Guaranteed Bond and Legal Assistance.
- h) In the event of Total Loss due to Property Damage or Total Theft, whenever the Insured Vehicle:
 - h.1) Has an overdue temporary import permit at the time of loss, and no final import pediment exists.
 - h.2) The vehicle registration is not valid any more.
 - h.3) The vehicle registration and/or title deed specifies it is either not capable of being repaired or for export only, therefore rendering it incapable of circulating in its country of origin.

c) Adaptations, Conversions and Special Equipment

1. If it is specified as covered on the Policy Declaration Page, this Coverage insures against the following risks:

- a) Property damage sustained by the Adaptations, Conversions and Special Equipment installed on the Insured Vehicle, as a result of any of the risks specified under the Coverage for Collision, Overturning and Glass Breakage, and for Fire, Total Theft and Acts of God.
- b) Theft, damage or loss affecting the Adaptations, Conversions and Special Equipment as a result of Total Theft of the Insured Vehicle.

2. Maximum Liability Limit

The Maximum Liability Limit is set forth on the Policy Declaration Page, in accordance with the actual value of the Adaptations, Conversions and Special Equipment or of any modifications which have been made on the vehicle structure, evidenced by means of a valuation or invoice.

- a) In the event of a loss causing damage only to the Adaptations, Conversions or Special Equipment, the indemnity amount shall be equal to the respective costs of any Adaptations, Modifications, Conversions or Special Equipment less the depreciation due to normal wear as determined by a valuation carried out or validated by the Company.
- b) In the event of Total Loss of the Insured Vehicle and its Adaptations, Conversions or Special Equipment, the payable indemnity under this coverage shall be equal to the cost of such Adaptation, Modification, Conversion or Special Equipment less the respective depreciation in value due to use, less the costs incurred to rescue the original modified, converted or substituted part.

The description of Insured Property and the Insured Amount for each piece shall be listed in an enclosure to be incorporated to, and become an integral part of this Policy; such procedure shall be a requirement for such property to be deemed as covered.

3. Deductible

Whenever a claim is in order as a result of the risks covered under the Coverage Items Collision, Overturning and Glass Breakage and Fire, Total Theft and Acts of God, the deductible amount shall be determined by applying on the value of damaged equipment on the date of loss, the same percentage applicable to the indemnity for loss or damage sustained by the Insured Vehicle.

d) Civil Liability for Third Party Damages

1. Coverage

If it is indicated as covered on the Policy Declaration Page, it provides coverage against Civil Liability the Insured, or any other person who, with express consent by The Insured, use the Insured Vehicle and cause property damage to Third Parties and / or bodily injury or death to Third Parties.

Additionally, and up to an amount equal to the Maximum Liability Limit, this coverage is extended to insure expenses and court costs which the Insured, or any person using the Insured Vehicle with their express or implied consent is mandated to pay in the event of sentence against them in a civil trial followed against them on account of Civil Liability.

2. Maximum Liability Limit

The Maximum Liability Limit for this coverage is set forth on this Policy Declaration Page and takes effect as single Insured Amount for the various risks insured under this coverage.

3. Deductible

This coverage takes effect without application of a deductible.

4. Exclusions

In addition to the provisions set forth in the section “General Exclusions” of these General Terms and Conditions”, coverage against Civil Liability for Third Party Damages shall in no case cover any of the following:

- a) Damage sustained by property under the Insured’s custody or responsibility.**
- b) Damage sustained by any person who is economically depends on The Insured.**
- c) Damage, bodily injury or death sustained by any person who is an economical dependent of the Insured, the Owner, the Applicant or the Insured Vehicle driver, or is at their service at the moment of loss.**
- d) Damage, bodily injury or death sustained by any of the Insured Vehicle occupants or by any person who is inside**

the Insured Vehicle spaces intended for transport of materials or cargo.

- e) **Damage, Bodily Injury or death caused by an intentional act of the victim.**
- f) **Damage, Bodily Injury or death intentionally committed by the Insured, the owner, the Applicant, or the driver of the Insured Vehicle.**
- g) **Any indemnity to which the Insured is sentenced by a Competent Authority for injury caused to someone's honor, reputation, sentiments or affections.**
- h) **Property Damage, Prejudice, Expense, Loss, Indemnity or Injury against own honor, reputation, sentiments or affections, caused by the Insured against himself and his property.**

e) Medical Expenses

1. Coverage

If it is indicated as covered on the Policy Declaration Page this coverage takes effect for payment of medical expenses incurred on account of the items enumerated below, arising from bodily injury sustained by any person occupying the Insured Vehicle as a result of a loss covered under this policy, happening while the occupant is inside the compartment, booth or closed cabin intended for the transport of persons in accordance with the definition set forth in Section "Definitions" of these General Terms and Conditions.

The Medical Expense items covered under this policy are as follows:

- a) **Hospital Stay:** board and hospital room, Physical Therapy, expenses incurred for restoring any occupant injured because of the accident to health condition, hospital board and room, and in general prosthesis, drugs, and medicines prescribed by a Physician.
- b) **Medical Assistance:** Services provided by Physicians, Surgeons, Physical Therapists, legally authorized to exercise their respective professions. Not including any osteopaths or chiropractors.
- c) **Nurses:** Cost of services provided by graduated nurses licensed to exercise their profession and whose services are indispensable in

conformity with the prescription made by the treating physician in order to restore an occupant who was injured because of the accident to health condition.

- d) **Ambulance Services:** Expenses disbursed for ambulance services whenever such services are indispensable in conformity with the prescription made by the treating physician in order to restore an occupant injured because of the accident to health condition.
- e) **Costs incurred for Funeral Expenses** due to accidental death arising from bodily injury sustained by the Insured Vehicle occupants because of traffic accidents, as mentioned in the first paragraph of this coverage.

2. Maximum Liability Limit

The Maximum Liability Limit under this coverage is set forth on the Policy Declaration Page and it takes effect as Only Insured Amount spanning the various risks insured under this coverage.

A limit per person applies for this coverage and is equal to whichever turns out to be lesser: 25% of the Insured Amount or of the remaining Insured Amount in the event that an expense was previously incurred.

3. Deductible

This coverage takes effect without any deductible.

4. Exclusions

In addition to the exclusions set forth in the section “General Exclusions” of these General Terms and Conditions, Coverage for Medical Expenses for Occupants shall in no case provide coverage for:

- a) **Medical expenses arising from quarrel or fight, even if it was as a result of a traffic accident.**
- b) **Persons who at the moment of loss are not inside the Insured Vehicle’s compartment, booth or cabin which originally were designed by the manufacturer for transporting persons.**
- c) **Pain and suffering and / or emotional distress.**

f) Trailer Units

1. Coverage

If it is shown on the Policy Declaration Page with its respective description and an Insured Amount, this coverage insures Property as specified below, provided it is being pulled or is mounted on a trailer which is in turn attached to the Insured Vehicle by means of mechanisms or devices designed for that purpose:

- a) Property Damage sustained by the trailer, boat and / or motorcycle described on the Policy Declaration Page, as a result of any of the risks described under the Coverage for Collision, Overturning and Glass Breakage and Fire, Total Theft and Acts of God.
- b) Theft, damage or loss of the trailer and / or Boat described on the Policy Declaration Page.
- c) Bodily Injury or death caused to Third Parties, as well as Property Damage sustained by Third Party Property caused by:
 - c.1) The trailer as long as it is being pulled by the Insured Vehicle, provided that the mechanisms or devices specifically designed for that purpose are used.
 - c.2) The boat, as long as it is being pulled by the Insured Vehicle, provided that the mechanisms or devices specifically designed for that purpose are used.
 - c.3) The motorcycle, as long as it is being pulled by the Insured Vehicle and not propelled by its own means.

Description of the trailer, the boat and / or the motorcycle, as well as their respective Insured Amount shall be recorded in the Policy, such recording being a suspensive condition for coverage of such property.

2. Maximum Liability Limit

The Maximum Liability Limit shall be:

- 2.1) For subparagraphs a) y b) under this coverage, the Insured Amount laid down by the Insured, amount which shall be set in accordance with the actual value of the trailer, boat or motorcycle as proven by means of an invoice or a valuation.
- 2.2) For subparagraph c) the Insured Amount under the Coverage for Civil Liability for Damage to Third Parties, which shall take effect as Combined and Single Limit for all of the Insured Vehicles.

3. Deductible

If a claim occurs as a result of any of the risks insured under the Coverage Items Collision, Overturning and Glass Breakage and Fire, Total Theft and Acts of God, the deductible amount shall be equal to the amount obtained by applying to the value, on the date of loss, of the trailer, the boat or the motorcycle, as the case may be, the percentage specified in the Policy depending on which Coverage Item is concerned, or else an equivalent fixed amount for the coverage concerned.

If the Claim for Civil Liability for Third Property Damage is in order, no Deductible applies.

4. Exclusions

In addition to the Exclusions set forth in the section “General Exclusions” of these General Terms and Conditions, Coverage for Trailer Units shall in no case provide coverage, if:

- a) The units being pulled are not attached to the Insured Vehicle pulling them.**
- b) The units pulled are not pulled by means of devices or mechanisms specifically designed for such units to be pulled.**
- c) Trailers intended for commercial use.**
- d) Maneuvers for loading or unloading the trailer units.**
- e) If the boat is on water.**
- f) If the motorcycle is circulating by means of its propulsion.**
- g) If the motorcycle is pulling a trailer or a side car.**
- h) Mountain motorcycles, Dune buggies, All Terrain Vehicles, All Terrain Cycles o Bicycles or Mopeds are concerned; save for the case that they are declared in the policy and are being pulled by the Insured Vehicle, which is to say if they are not moving by means of their own self-propulsion.**
- i) Death, medical expenses or bodily injury sustained inside or on the trailer, or unit being pulled at the moment of loss.**

2.2 Optional Coverage for Additional Risks

1. *Partial Theft*

If the Coverage Items: Fire, Total Theft and Acts of God; and Adaptations, Conversions and Special Equipment; are indicated as covered on the Policy Declaration Page, coverage under such Items is extended to include indemnity payment for theft of parts and accessories which are permanently fixed on the insured unit under this policy.

1.1 Maximum Liability Limit

If the Coverage Items: Fire, Total Theft and Acts of God; and Adaptations, Conversions and Special Equipment; are indicated as covered on the Policy Declaration Page, the Company's Maximum Liability Limit shall be equal to the Insured Amount set forth for the Coverage Items mentioned above. The Insured amount shall be decreased by each loss indemnity paid under this coverage; therefore, there is no maximum number of occurrences covered as long as there is a remaining Insured Amount to cover the occurrences.

1.2 Deductible

The deductible amount is the same as the one applicable for the Coverage Items: Fire, Total Theft and Acts of God; and Adaptations, Conversions and Special Equipment.

1.3 Exclusions

In addition to the Exclusions set forth in the Section “General Exclusions” of these General Conditions, Partial Theft shall in no case provide coverage for:

- a) **Radio communication equipment**
- b) **Video or audio recording or playing equipment, such as, but not limited to: DVD players, AM / FM receivers, cassette or CD recorders or players, CB receivers / transmitters, Ultra High Frequency (UHF), Very High Frequency (VHF)**
- c) **Global Positioning Systems (GPS)**

2. *Fixed deductible*

The deductibles applicable per occurrence are modified the following fixed amounts: \$500.00 USCY if the concerned coverage is against Collision and

Overturning; and \$1000.00 USCY if the concerned coverage is against Fire, Total Theft and Acts of God.

3. Vandalism

Under this clause the exclusion of Vandalism is dropped.

3.1 Maximum Liability Limit

The applicable Maximum Liability Limit is the same as the one applicable for coverage against Fire, Total Theft, and Acts of God.

3.2 Deductible

The applicable deductible is the same as the one applicable for Fire, Total Theft, and Acts of God.

4. Increases in Labor Costs

By means of this Clause an amendment is made to Clause 6 in the "Preliminary" section shown at the beginning of the General Terms and Conditions, so as to be as follows:

The repair costs for the specified vehicle shall be determined on the basis of labor costs in Mexico; however, the Insured may, upon previous consent of the Company, have the unit repaired at any workshop in the USA. The Company shall in that case refund the Insured for the labor costs according to the following table:

Type of Vehicle	Dlls. per hour
Automobiles	\$50
Pick-Ups	\$55
Trailer houses	\$70

4.1 Deductible

The deductible applicable to any repair made under this coverage is in amount of \$500 US Dlls.as specified under preceding sub-paragraph 2.

5. Waiver of Deductible in Accidents where a Third Party is Responsible.

In the event that the Insured is not responsible for an accident covered under this policy, but such accident is ascribable to a third party according to the report of the competent Mexican authorities, the Company shall not apply the deductible set forth in the Property Damage section, even if the responsible Third Party does not have any coverage under an Insurance Policy.

The Insured, however, shall cooperate fully with the Company in order to preserve the subrogation rights against the Third Party responsible for the accident.

2.3 General Exclusions

Applicable to all Coverage Items:

This insurance shall in no case insure or provide coverage:

- 1) For loss, damage or liability which is subject matter of any coverage not included in the contract.**
- 2) Neither shall coverage be provided for loss or damage sustained or caused by any vehicle as a result of any of the following events:**
 - a) Warlike operations, regardless of whether due to foreign war, civil war, insurrection, subversive acts or rebellion.**
 - b) Expropriation, requisition, confiscation, seizure, or arrest of insured property executed by legally acknowledged authorities when carrying out procedures required for exercising their functions.**
 - c) Military or judicial actions, regardless of whether occurring with or without the Insured's consent. This is to say that no coverage shall be provided for any damage or liability whenever the Insured Vehicle is used for carrying out military or judicial actions.**
- 3) For any "prejudice", expense, loss or damage sustained by the Insured and / or driver due to being deprived of vehicle use.**
- 4) For any property damage, loss or liability arising from an essential risk aggravation happening because of the Insured's or the Insured Vehicle driver's negligence making them carry out, or fail to carry out any acts, thus causing a loss.**
- 5) Loss or damage sustained or caused by the Insured Vehicle as a result of transiting on non-passable roads such as those defined in the section "Definitions" of these General Terms and Conditions.**
- 6) Whenever the Insured Vehicle takes part in automotive speed or endurance competitions regardless of whether amateur or professional, either in or outside public thoroughfares.**

- 7) Damage caused by the Insured Vehicle driver's negligence or gross unskillfulness, or when such driver drives the vehicle without a valid driver's license issued by the competent authorities; or if such license is overdue or has been revoked, or it is not the appropriate type of license or vehicle license plates or vehicle use. Driving permits issued in accordance with the Provisions in the respective Transit Regulations, shall be deemed valid a valid license for the purposes of this Policy.**
- 8) Damage, loss or liability whenever the vehicle description shown on the Policy Declaration Page does not match the Insured Vehicle at the time of loss or in the course of the validation.**
- 9) Any penalties and / or fines arising from the Insured's failure to submit to, or comply with, the competent civil court judge or justice of the peace in the respective proceedings.**
- 10) Damage sustained or caused by the Insured Vehicle when used for obtaining a profit or gain.**
- 11) Damage sustained or caused by the Insured Vehicle a result of using it to pull trailers or boats, unless such trailer or boat is covered.**
- 12) Damage sustained or caused by the Insured Vehicle resulting from it being overloaded or subjected to excessive traction for its capacity or resistance. In such cases the Company shall neither be liable for damage caused to viaducts, scales, bridges, or thoroughfares, underground objects or installations, whether due to vibration or to the vehicle or cargo weight.**
- 13) Bodily injury or automotive accident sustained by the driver whenever the vehicle is used in committing self inflicted mutilation or suicide or an attempt thereat, even if the Insured, the driver, or the Applicant is in a state of mental derangement.**
- 14) In no case shall coverage be provided for expenses brought about by fines imposed to the Insured by a competent authority not in connection with the accident, or for expenses arising from**

issuance of documents in connection with vehicle ownership, such as taxes, translations, fees for duplicating documents, or apostil.

- 15) **Damage sustained or caused by the Insured Vehicle whenever, at the moment of loss, such vehicle is being driven by any person who, according to a report given by a competent authority, is either drunken or under the effect of drugs which were not prescribed by a physician prior to the loss.**
- 16) **Loss or damaged caused by the normal action of tides, even if a flood is brought about.**
- 17) **Damage or bodily injury already existing prior to loss.**
- 18) **Whenever the characteristics of the vehicle, or the trailer or pulled unit, are not in accordance with those shown on the Policy Declaration Page.**

3 Insurance Policy Provisions

a) Policy Period Inception and Termination

The Policy Period under this Policy begins and terminates on the date and time indicated on the Policy Declaration Page.

b) Insured Amounts and Bases for Indemnity

Article 86 of the Law of the Insurance Contract: “Regarding insurance against damage the Insurance Company is liable only for the damage caused up to the Insured Amount and Actual Value. The Company shall be liable for the loss of income or interest obtained from the insured property if it is expressly agreed upon in that way.”

Article 91 of the Law of the Insurance Contract: “For the purpose of determining the insurance indemnity the value of the Insured Interest at the time of loss shall be taken into account.”

1) It shall be the Insured’s responsibility to determine and update the Insured Amounts for the Coverage Items specified on this Policy’s Face and which constitute the Maximum Liability for which the Company is liable in the event of a loss. No financing charges or expenses, nor transference of previous debts shall be taken into consideration in determining the Insured Amount.

It is necessary to clarify that the Insured Amounts for all of the Coverage Items and options include both the Value Added Tax and any other taxes which may be in order.

2) For the Coverage Items: Collision, Overturning and Glass Breakage; and Fire, Total Theft and Acts of God, as specified on this Policy’s Face the Insured Amount for Policy Issuance shall correspond to the value declared by the Insured and, in the event of a loss, the payable indemnity is in the amount of such Declared Value without exceeding the Commercial Value of the Insured Vehicle at the time of loss; such commercial value being defined in the Section “definitions” of these General Terms and Conditions.

3) Insured Amount Decrease and Reinstatement

All and any indemnities paid by the Company shall decrease the Insured Amount by an equal sum. The Insured Amount can be reinstated upon the Insured’s request and prior acceptance by the Company.

4) Bases for Indemnity

Once the provisions in the Section “Procedures in the Event of a Loss” have been complied with, the Company shall be under obligation to pay an indemnity on the following basis:

a) Partial Losses due to Property Damage: Once a partial loss has been determined in accordance with the definition set forth in the Section “Definitions” of these General Terms and Conditions” and once the assessment of damages has been concluded in order to determine their cost, The Insured may choose one of the following options:

- I. Payment for damages to be indemnified.
- II. Direct Payment Benefit for vehicle repair

The payment for damages to be indemnified will include the cost of replacement parts and labor plus any tax related to these concepts less their corresponding deductible.

Basis to determine the repair center under the Benefit for Direct Payment:

- If the vehicle age is within the first 24 months counted as from the date of initial invoice, the repair centers considered will be a dealership service center corresponding to the insured vehicle make.
- If the vehicle is older than 24 months counted as from the date of initial invoice, the repair facility will be an auto repair shop.

The Insured may only opt, subject to availability, for, a dealership service center or auto repair shop under nearest to the place of the accident, either in Mexico or in the United States.

The Company will follow up on the repairs done to the damaged vehicle if The Insured or Beneficiary had opted for it to be repaired at a dealership service center or auto repair shop of his choice, in accordance to the terms contemplated under the Benefit for Direct Payment Clause. In this case The Company becomes obligated to have the vehicle delivered and received by The Insured in 30 calendar days counted from the date it was admitted at the dealership service center or auto repair shop.

The Company will include all necessary provisions in the contracts it enters with dealership service centers or auto repair shops to ensure that this obligation is fulfilled.

Any change to the above mentioned date due to unfavorable circumstances in parts supply or technical complication of a repair will be notified to The Insured or Beneficiary.

The term of the repair may vary considering the following:

- Availability of Replacement Parts.
- Complexity in mechanical or painting labor depending on the damage extent.
- Capacity of the chosen dealership or auto repair shop.
- If during the repair is detected that the damage suffered by the vehicle is more severe, the new term for the repair will be notified to The Insured immediately.
- Sustituir párrafo “When unfavorable circumstances affecting the supply of parts and components necessary for the repair, the repair time will thus be extended and the delivery of the vehicle will be postponed until such parts and components become available.

In case that The Insured does not accept either the process of the repair or its estimated term, he/she may decline the option of “Direct Payment Benefit” and opt for “Payment of Damages to be Indemnified”.

A depreciation or a decrease in value due to use shall be applied only to tires and motors which are damaged as a result of a covered loss in accordance to the following table and formula:

$$\text{Depreciation} = \frac{\text{Miles in use}}{\text{Average useful Life}} * 100\%$$

Average Useful Life

All Vehicle Makes: 120,000 Milles.

Regarding tires, the depreciation or the decrease in value shall in no case exceed 30% of their value.

Warranty and Responsibility of The Company

The Company guarantees that the dealerships and auto repair shops under agreement for Direct Payment meet general quality standards and have all legal permits related to their operation and that are also under direct supervision of the Federal Consumer Bureau.

The Company will assist The Insured throughout the repair process and will pay the dealership or auto repair shop once the vehicle has been returned to The Insured or Beneficiary in accordance to the conditions for carrying out its repair.

Upon delivery of the vehicle, The Insured or Beneficiary will obtain a warranty for the repair from the dealership or the auto repair shop that carried out the repair, likewise, The Insured or Beneficiary will obtain a warranty for the spare parts from the manufacturer, importer or dealer.

This provision is applicable to each and every concept and service related to this Policy and any other additional benefit contracted.

b) Property Damage Indemnity in the Event of Total Loss

If the Loss is declared total in accordance with the definition set forth in the Section "Definitions" of these General Terms and Conditions and the Insured Amount has been determined in conformity with the provisions under subparagraph 2 in the Section "Insured Amount and Bases for Indemnity" of these General Terms and Conditions, the indemnity shall account for the Insured Amount without exceeding the Commercial Value on the date of loss, less the corresponding deductible, less the respective salvage value.

The Insured can sell the salvage to the Company. In that event the Company shall pay to the Insured the amount that corresponds to the actual value as determined by an expert appraisal. The above, in accordance with Article 116 of the Law of the Insurance Contract.

Article 116 of the Law of the Insurance Contract: "The Company may acquire salvaged property provided they credit the Insured with its actual value determined by means of an expert appraisal. They may also replace or repair, to the Insured's satisfaction, the insured items, thus releasing themselves from indemnity payment."

c) Indemnity for Total Theft

- c.1) if the vehicle is not recovered within a 30-day term following the theft, the indemnity shall be equal to the Insured Amount without exceeding the Commercial Value on the date of loss, less the corresponding deductible.
- c. 2) if the vehicle is recovered within a 30-day term following the theft, and as a result of such theft the vehicle sustains such a damage that it is declared total loss, in accordance with the definition set forth in the Section "Definitions", the indemnity shall be equal to the Insured Amount without exceeding the Commercial Value on the date of loss, less the corresponding deductible and less the amount of the respective salvage.

The salvage may be sold by the Insured to the Company. In such case, the Company shall pay to the Insured the corresponding amount in conformity with the actual value as determined by means of an expert appraisal. The above in conformity with Article 116 of the Law of the Insurance Contract.

5) Recovery

If the indemnity is paid in accordance with subparagraphs c.1) of part 4) Bases for Indemnity of these General Terms and Conditions, the Company shall be entitled to avail of any recovery, except for special equipment, adaptations or conversions which were not insured.

Due to the fact that the amount paid by the Insured is on account of deductible, the recovery amount shall be applied in the first place to pay for the amount the Company disbursed and the remaining amount, if there still is any, shall be for the Insured.

6) Towing Expenses

In the event of a loss for which indemnity is payable in conformity with the Coverage for Collision, Overturn and Glass Breakage or Fire, Theft and Natural Phenomena, The Company shall pay for any maneuvers or expenses required to restore the vehicle to transport conditions, and related charges. If the Insured chooses to tow the vehicle to any place other than the one chosen by the Company, on account of such towing The Company shall only be liable for up to \$500.00 USCY.

In the event of Total Loss for Property Damage, the unit will be towed to the closest border and the Company will carry out the formalities for cancellation of the temporary import permit.

Towing expenses shall not take effect whenever the damage insured under the concerned coverage does not exceed the corresponding deductible.

7) Indemnity for Delay

If The Company does not fulfill their obligation to indemnify within 30 days following the date on which they have received any documents and information allowing them to know the basis on which the claim is made, they shall pay a delay indemnity computed in conformity with the provisions in Article 276 of the General Law of Insurance and Bonding Institutions.

Article 276 of the General Law of Insurance and Bonding Institutions: *“If an Insurance Institution does not fulfill the obligations they assumed by virtue of the Insurance Contract, within its proper lapses granted under The Law for their fulfillment, it shall pay to the creditor an indemnity for delay in accordance with the following:*

- I. *Obligations payable in national currency shall be expressed in Investment Units (Udis) at the value they may have on the expiration date of the above term and the respective payment shall be made in national currency at the value Udis have on the date payment is made, in accordance to fraction VIII of this Article.*

The Insurance Company shall pay, besides the above, an interest for delay on the obligation expressed in Udis, capitalized in a monthly basis, as per provisions in set forth on preceding paragraph; the interest rate shall be determined by multiplying by 1.25 the term acquisition cost of liabilities in Udis from domestic multiple banking institutions, as published by Bank of Mexico (Banco de México) in the Official Journal of the Federation (Diario Oficial de la Federación) for each one of the months during which the delay continues.

- II. If the principal obligation is in foreign currency, the Institution shall be under obligation to pay, in addition to such obligation, an interest to be capitalized on a monthly basis for delayed payment which shall be computed by applying to the obligation amount such a percentage as results from multiplying by 1.25 the term acquisition cost of liabilities in USDIs from domestic multiple banking institutions as published by Bank of Mexico (Banco de México) in the Official Journal of the Federation (Diario Oficial de la Federación) for each one of the months during which the delay continues.*
- III. If the reference rates for computation of interest for delayed payment specified in subparagraphs I and II of this Article, should not be published at the date in which calculation is made, such interest shall be computed by multiplying by 1.25 on the rate replacement rate, in conformity with the applicable provisions.*
- IV. Interest for Indemnity for Delay referred to under this Article shall be generated daily from the expiring date of the term referred under the initial paragraph of this Article to the date on which payment is made as per referred to under Fraction VIII of this Article. For computation of such interest, the reference rates shall be divided by 365 and the result be multiplied by the number of days for the months during which the delay continues.*
- V. In the event of property sustaining the loss being repaired or replaced, the indemnity for delayed payment shall only consist of payment of the interest that corresponds to the currency in which the principal obligation is payable, in conformity with subparagraphs I and II in this Article; and it shall be computed on the replacement or repair cost.*
- VI. Creditor rights to indemnity items set forth in this Article are not capable of being waived. In no case shall any agreement intended for extinguishing or decreasing them take any legal effects whatsoever. The sole lapse of the term set by Law for the principal obligation of settlement will make them demandable, even if such obligation is not liquid at that moment. Once the amount of the principal obligation has been determined in conformity with any agreements reached by the parties, or with a definitive decision issued during a proceeding before the judge or umpire, the indemnity items set forth in this Article shall be settled by the Institution on the amount of the principal obligation thus determined.*

VII. If in the respective court proceeding the claim is determined to be valid, and even if payment of indemnity for delay has not been demanded, the judge or umpire shall sentence the debtor to settle, beside the principal obligation, the indemnity for delay determined in accordance to preceding subparagraphs.

VIII. The Indemnity for Delay consisted by the updating system and interests referred to under subparagraphs I, II, III and IV of this Article will be applicable to all lines of Insurance excepting Bonding Insurance that guarantee indemnities related to lack of payment for Fiscal Credits which will be subject to the Federal Fiscal Code.

Payment by the Insurance Institution will be made in single installment for the total balance due for the following concepts:

- a) Moratorium Interest.*
- b) Update referred under first section of subparagraph I of this Article.*
- c) Principal Obligation.*

In case that the Insurance Institution does not pay in a single installment the amounts for its obligations entered under the insurance contract and indemnity for delay, payments that it may process will be applied in account of concepts mentioned under preceding paragraph and indemnity for delay will continue to be accrued on the unpaid portion of the principal obligation while not settled in full.

If The Institution interposes a defense that suspends the execution procedure contemplated under this Law and definite sentence is issued under which contested acts remain valid, the corresponding payment or charge must include the indemnity for delay generated by the main obligation as of such date, and

IX. If The Institution within the term contemplated by The Law settles the indemnity for delay, the Judge or the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF), as the case may be, will impose a fine equivalent to an amount between 1,000 and 15,000 days of salary.

In case that in accordance to the Administrative Procedure of Execution contemplated under Article 278 of this Law The Insurance Institution does not pay the indemnity for delay within the legal term, the Commissioner will impose the fine contemplated under this subparagraph at the request by the corresponding executing authority under Subparagraph II of such Article.”

8) Vehicle Deposits

In those occurrences where the Insured Unit has been declared Total Loss, and the vehicle is arrested in any of the vehicle deposits owned by the Company or the Authorities, the Insured shall arrange for the physical delivery of the vehicle

and production of the respective ownership documents at the deposit facilities within a 30-calendar-day term computed from the date of the Company's notice.

In the event that, for any reason ascribable to the Insured, the provisions set forth in the preceding paragraph are not complied with, the Insured shall assume the charges arising from such vehicle stay at a rate of one time the General Minimum Daily Wage in force at the D.F., for each day the vehicle stays in excess of the first 30 days.

c) Obligation of Policy Premium Payments

1) Premium

The premium is due, and shall be paid, at the time of entering into the contract.

If the Insured opts to pay the premium in installments, they must be for equal periods, being due at the beginning of every agreed period and the agreed financial rate will be applied.

It may be agreed in accordance to the policies in force by The Company an automatic charge to the bank account, check, debit or credit card or deducted from salary, the salary statement or receipt showing the premium charge will be enough proof of payment. In addition, in case that payment in cash is agreed, it will become subject to the terms of Article 492 of the Law for Bonding and Insurance Institutions and other applicable regulations, in such case the receipt for the deposit to The Company will be considered as sufficient proof of payment. The date in which payment is credited will be the same shown on the receipt, slip, deposit receipt or account statement showing the concept involved.

In case of a claim that constitutes a total loss, The Company will deduct from any indemnity owed to the Insured or person entering the contract, the total of the premium pending payment or any fraction thereof related to the risk affected until completion of the premium corresponding to the contracted term of insurance.

2) Payment Term and Discontinuance of Contract Effects

For the purposes of this Insurance the payment term is stipulated on the Policy Declaration Page and in case of lack thereof, Provisions in Article 40 of the Law of the Insurance Contract shall take effect.

Article 40: of The Insurance Contract: Law "If the premium, or the respective installment if payment in installments has been agreed, is not paid within the term agreed upon, the effects of the contract shall cease immediately at 12:00 o'clock on the last day of such term. If no term has been agreed, a 30-calendar-day term computed from the due date shall be applied".

Unless agreed to the contrary, the term contemplated under the preceding paragraph will not be applicable to mandatory insurance contemplated under Article 150 Bis of this Law.

3) Place of Payment

Payment of any agreed premium shall be made at the Company's offices in exchange for corresponding receipt.

d) Forfeiture of Indemnity Rights

The Company's obligations shall extinguish in any of the following cases:

1) *If it is proven that the Insured, the beneficiary or their representatives, at the moment of underwriting and for the purpose of causing the Company to incur error, conceal or inaccurately declare facts or events which may exclude or limit such obligations. The above in conformity with the provisions of Articles 8,9,10,47,48 and 70 of the Law of the Insurance Contract.*

Article 8 of the Law of the Insurance Contract: "The proponent is under obligation to declare in writing to the Insurance Company, in conformity with the relevant questionnaire, any important facts bearing on the risk appraisal which may have an influence on the conditions agreed, exactly as they are known or should be known to them at the moment of entering into the contract".

Article 9 of the Law of the Insurance Contract: "If the contract is entered into by an Insured's representative, all such important facts are to be declared as are known or should be known to the representative".

Article 10 of the Law of the Insurance Contract: "Whenever an Insurance Contract is proposed on behalf of a third party, the proponent shall declare any important facts which are known, or should be known to the third party insured or their intermediary".

Article 47 of the Law of the Insurance Contract: "Any omission or inexact declaration of the facts referred to in Articles 8,9, and 10 of this Law, shall authorize the Insurance Company to deem the contract cancelled as a matter of Law, even if they had no bearing on the loss".

Article 48 of the Law of the Insurance Contract: "The Insurance Company shall notify in an attesting way the contract annulment to the Insured or their beneficiaries within thirty calendar days from the date on which the Company becomes aware of the omission or inexact declaration.

Article 70 of the Law of the Insurance Contract: "The Insurance Company's obligation will cease if it proves that The Insured or Beneficiary or their

representatives in order to make it incur in error simulate or inexactly declare facts that would exclude or limit such obligations. Same will be applicable if, with the same intent, they do not provide on time the documentation contemplated under preceding Article”.

- 2) *If there is fraud or bad faith on the part of the Insured, their beneficiary or representatives.***
- 3) *If it is proven that the Insured, their beneficiary or representatives do not submit in a timely way any information the Company may request regarding the loss-related facts by means of which the circumstances of loss as well as the consequences of the loss may be determined.***
- 4) *If for the purpose of obtaining illegal benefits, the claim amount is excessively increased by claiming costs in excess of the usual and customary ones arising from fees and medical expenses the Insured, their beneficiary or representative may incur, regardless of whether or not in agreement with the service provider.***
- 5) *If subrogation as provided for in Article 111 of the Law of the Insurance Contract is prevented, the Company shall in no case pay any indemnity whenever the vehicle ownership documents are not submitted to the Company or they turn out to be spurious, altered, or they give rise to errors or omissions which may bring about confusion in respect of authenticity of the vehicle and / or its documents.***

e) Early Policy Termination

This contract may be terminated before termination date by either party, the Insured or the Company, or due to declaration of Total Loss sustained by the insured vehicle.

1) By the Insured

If it is the Insured who requests an early termination, the contract shall be deemed terminated in advance as of the date on which the Company is notified in writing of the cancellation request. In that case, the Insured shall be entitled to reimbursement of the unearned premium for the pending risk period as of the date of Policy cancellation, computed in accordance with the bases registered by the Company at the National Insurance and Bond Commissioner (Comisión Nacional de Seguros y Fianzas, CNSF).

2) By the Company

The Company shall notify the Insured in writing of the early Policy Termination; such notification shall take effect 15 days from the date on which the notification is made.

In this event the Insured shall be entitled to reimbursement of the unearned Premium for the pending risk period as of the date on which the Policy cancellation takes effect, computed in accordance with the bases registered by the Company at the National Insurance and Bond Commissioner (Comisión Nacional de Seguros y Fianzas, CNSF).

3) Due to Declaration of Total Loss

3.1) Loss is not covered under this Policy If Total Loss takes place as a result of a loss which is not covered under this Policy, the Insured shall be entitled to reimbursement of the unearned Premium for the pending risk period as of the date of the loss which causes Total Loss, computed in accordance with the bases registered by the Company at the National Insurance and Bond Commissioner (Comisión Nacional de Seguros y Fianzas, CNSF).

3.2) Loss is covered under this Policy If Total Loss takes place as a result of a loss which is covered under this Policy, the Insured shall be entitled to reimbursement of the unearned Premium for the pending risk period as of the date of the loss which causes Total Loss, computed in accordance with the bases registered by the Company at the National Insurance and Bond Commissioner (Comisión Nacional de Seguros y Fianzas, CNSF).

Such reimbursement shall be applicable only in respect of the Coverage Items which were not concerned by the loss which originated the Total Loss.

4) For Risk Aggravation

4.1) The Company obligations will rightfully cease for essential aggravations in the insured risk during the term of insurance in accordance to the terms of Articles 52 and 53 Subparagraph 1 of The Law of the Insurance Contract.

Article 52 of the Law of the Insurance Contract: “The Insured must notify The Insurance Company any essential aggravations that the risk may experience during the insurance term within twenty four hours after he becomes aware of them. If The Insured omits to notify or if he/she provokes an essential aggravation to the risk, Further obligations on The Company will rightfully cease.”

Article 53 of the Law of the Insurance Contract: “For the effects of the preceding Article, it will always be presumed that:

- I. An aggravation is essential when it refers to an important fact for the appreciation of a risk in such a way that The Company may have had entered the contract under different conditions if a similar aggravation had been known previously.
- II. That The Insured knows or must know any aggravation derived from acts of omissions by his tenants, spouse, descendants or by any other person

that with his permission inhabits the premises or controls the property subject to insurance.”

In case that in the present or in the future, the person(s) entering the contract, Insured(s) or Beneficiary(s) become related to or carry out illicit activities, it will be considered as an essential aggravation to the risk as per the terms of the Law. Therefore the obligations of The Company will rightfully cease, if the person(s) entering the contract, Insured(s) or Beneficiary(s) as per the terms of Article 492 of The Law of Insurance and Bonding Institutions and their general regulations, were condemned by means of definitive sentence for any felony related to or derived from the conducts contemplated under Articles 139 to 139d, 193 to 199, 400 and 400b of Federal Penal Code and/or any related Article on Organized Crime in Mexican Territory; such sentence may be issued by any competent local or federal or legally accepted by the Mexican Government; or, if the name of the person (s) entering the contract, The Insured(s) or Beneficiary(s), their activities, property covered under the policy or their citizenship(s) are published in any list issued as per the terms of fraction X, Twenty Ninth Disposition, Fraction V, Thirty Fourth Disposition or Fifty Sixth Disposition of the Resolution under which the General Dispositions referred to by Article 140 of The General Law of Insurance Institutions and Mutual Societies.

In such case the obligations under this contract will be reinstated once The Company becomes aware that the name(s) of the person(s) entering the contract, Insured(s) or Beneficiary(s) are removed from the above mentioned lists.

The Company will deposit with the competent jurisdictional authority any amount derived from this Contract of Insurance that may exist in favor of any person or persons referred to under preceding paragraph in order that such authority determines the destination of such resources. Any unearned amount paid after the realization of the previously mentioned conditions will be consigned in favor of the pertaining authority.

Use of the insured vehicle different than the one contemplated under the policy will be considered as an essential risk aggravation.

Notwithstanding the above when the person entering the contract informs The Company about an essential aggravation, The Company will have the opportunity to reassess the risk and notify the person entering the contract if insurance coverage continues or the contract is rescinded, this will be done in accordance to terms under Article 56 of the Law of the Insurance Contract.

Article 56 of the Law of the Insurance Contract: “When The Insurance Company rescinds the contract due to an essential risk aggravation, its responsibility will cease fifteen days after communicating its decision to The Insured,”

The Premium concerned in every case is the one specified in the rate less acquisition cost.

Issuance expense charges (Policy Fees) shall in no case whatsoever be reimbursed.

f) Prescription

All and any actions resulting from this Insurance Contract shall prescribe in two years computed in accordance with provisions in Article 81 of the Law of the Insurance Contract, from the date of the occurrence originating them, save for the exceptions specified in Article 82 of the same Law.

Article 81 of the Law of the Insurance Contract: *“All actions arising from an Insurance Contract shall prescribe:*

- I. In five years if death coverage in Life Insurance is concerned.*
- II. In two years in all other cases.*

Such terms shall in every case be computed from the date of the occurrence originating them.

Article 82 of the Law of the Insurance Contract: *“The term referred to in the previous Article shall not apply in the event of omission, inexact or false declarations regarding the risk, but since the date the Company became aware of it instead; and if the loss is concerned, from the date the pertaining parties became aware of it, such parties being under obligation to prove that before such date they did not have any knowledge of such occurrence.*

If third party beneficiaries are concerned, they shall also be required to be aware of the right constituted in their favor.

Prescription shall be interrupted not only because of ordinary causes but also because of those referred to in the Law for Protection and Defense of Financial Services Users; prescription shall also be interrupted in those cases set forth in the same Law.

g) Commissions

During the Policy Period the Applicant may request in writing from the Company information regarding what percentage of the Premium corresponds on account of commission or direct compensation to the intermediary or legal person for their participation in this contract's signature. The Institution shall provide such information in writing or through electronic means, in a 10-working-day term as a maximum, from the reception date of the request.

h) Jurisdiction

In the event of controversy, the Applicant and / or the Insured may assert their rights at any of the following instances:

- a) ***The Company's unit specializing in user assistance (Unidad Especializada de Atención a Usuarios: UNE); or***
- b) ***The National Commission for the Protection and Defense of Financial Services Users (CONDUSEF); by reason of domicile, jurisdiction may be chosen at any of the subsidiary offices according to Articles 50 Bis and 68 of the Law for Protection and Defense of Financial Services Users and Article 276 of the Law of Insurance and Bonding Institutions.***

In the event that the Insured's and / or the Applicant's rights have remained intact, they may assert them at the competent courts in the corresponding jurisdiction depending on the domicile of the regional subsidiary offices of the National Commission for Protection and Defense of Financial Services Users.

In any case, it is the Applicant's and / or the Insured's choice to turn to such administrative office or directly to the above mentioned courts.

i) Subrogation

The Company shall be subrogated in conformity with the provisions set forth in Article 111 of the Law of the Insurance Contract:

Article 111 of the Law of the Insurance Contract: *"The insurance company paying an indemnity may be subrogated, up to the amount paid, to all of the rights and actions against third parties the insured is entitled to by reason of the sustained damage. The company may be released from all or part of their obligations if subrogation is prevented by facts or omissions originated by the insured. If the indemnity was paid only partly, the insured and the insurance company may assert their rights in their respective proportions. Subrogation rights are not in order in the event that the insured is in a conjugal relationship or kin by bloodline to the second degree, or by law to the person who caused the damage, or else if he is legally responsible for such person."*

In case of Bonding Insurance, The Company will subrogate up to the amount of the indemnity paid in the rights and actions that due to the loss the Insured may have against the person contracting the insurance and, if the case may be, against other responsible persons.

j) Language

The Spanish version of this Insurance Contract specifies the terms and conditions the insurance is subject to; any other assistance materials which may be provided in English shall be for information purposes only. This contract shall prevail at all times.

k) Other insurance

Article 100 of the Law of the Insurance Contract: “Whenever insurance is obtained from different companies for the same risk and on the same interest, the insured shall be under obligation to give notice to each one of the insurers of any insurance in force. Such notice shall be in writing and specify the names of the insurance companies and the insured amounts”.

Article 101: of The Law of the Insurance Contract “If the insured deliberately fails to give notice as referred to in the previous article, or enters into various insurance contracts in order to obtain illicit benefits, the insurers shall be released from all of their obligations”.

l) Currency

The Company may choose to make any or all of the payments due hereunder either in US Dlls. or in National Currency (Mexican Pesos), the exchange rate to be used shall be as specified by Bank of Mexico (Banco de México) and published in the Official Journal of the Federation (Diario Oficial de la Federación) on the day of loss.

4 *Procedure in the Event of a Loss.*

The insured undertakes to do as follows, in the event of a loss:

a) Precautions

To carry out any acts intended to avoid or minimize damage. Ask the company for instructions and abide by what the company instructs, insofar as there is no risk or danger of the damage being increased.

The insured shall in no case make any arrangement or negotiation with the persons involved in the loss, without the Company's previous consent.

Any expenses incurred by the insured, which are in order, shall be paid by the company and if the company instructs so; such expenses shall be paid in advance.

If the insured does not fulfill their obligations as specified in the preceding paragraph, the company shall be allowed to limit or decrease the indemnity to such a value as it would have amounted to, if the insured had fulfilled such obligations.

b) Notice of loss

To give notice to the Company within a maximum 5-day term from the moment they become aware of the fact; save for Acts of God or fortuitous circumstances; they shall give such notice as soon as such acts or circumstances cease.

Lack of a timely notice referred to above can only bring about an indemnity decrease to such a sum as the loss would have originally amounted to, if prompt notice had been given to the company.

In the event of a loss concerning coverage for legal protection, lack of such timely notice shall cause the company's liability to be limited to payment of expenses and professional fees up to the limits specified under such coverage, the company being released from any obligation to take charge of following up on any initiated actions.

c) Notice to Authorities

To bring a formal complaint or accusation to the competent authorities whenever acts such as theft, medical expenses due to vehicle theft or attempt thereof, property damage due to partial theft, as well as any other criminal act which may give rise to a claim under this policy; and to carry out the required formalities to recover the vehicle or the amount of sustained damage.

d) In the Event of Claims against the Insured

The Insured undertakes to inform the Company, as soon as they know of any claims or lawsuits received by them or their representatives; in order to do it, they shall send to the company the documents which were submitted to the Insured on account of such claims or lawsuits, or copies thereof.

Failure to fulfill this obligation on the part of the insured shall release the company from indemnity payment or service provision, as the case may be, according to the coverage concerned by the loss. The Company shall in no case be attached by debt acknowledgements, transactions, liabilities or other juridical acts of a similar nature, or acts arranged without the company's consent.

e) If the Coverage Items Civil Liability for Damage to Third Parties and Guaranteed Bond and Legal Assistance are not included in the contract, the Insured undertakes, at the Company's expense, in every civil proceeding which may be initiated against the Company on account of the liability covered under the insurance:

- 1) To exercise and assert any actions and defenses they may be entitled to according to Law.
- 2) To appear in every civil proceeding.

f) If the Coverage Items Civil Liability for Damage to Third Parties and Guaranteed Bond and Legal Assistance are included in the contract, the Insured undertakes:

- 1) To grant powers in favor of the attorneys designated by the Company to represent them in administrative, civil and / or penal proceedings in conformity with the provisions set forth in this same coverage.
- 2) To appear in court and cooperate with the Company in every proceeding.

g) Damage Assessment

If the Insured has complied with the above obligations and the vehicle is free of detention, confiscation, or seizure, or any other similar situation brought about by orders of legally acknowledged authorities given in fulfillment of their functions, such authorities taking part in such acts, the Company shall be obligated to start the damage assessment without delay.

The fact that the Company should fail to make the damage assessment sustained by the car within 120 hours following the moment at which the notice of loss was given, and provided that the requirement in the preceding paragraph was complied with, the Insured is authorized to start damage repair and to demand payment of the respective amount from the Company in conformity with the Policy Terms, save for such valuation being prevented by any causes ascribable to the Insured.

Except for provisions in the preceding paragraph, the Company shall not acknowledge the damage sustained by the vehicle if repair was started before the Company made the damage assessment.

Once the Company has finished the damage assessment and acknowledged their liability, and without prejudice to the provisions set forth in Article 71 of the Law of the Insurance Contract, the Company shall proceed with the indemnity in conformity with the provisions in the Section “Insurance Policy Provisions”, subparagraph c) “Insured Amounts and Bases for Indemnity” of these General Terms and Conditions.

Article 71 of the Law of the Insurance Contract: “ Credit resulting from the Insurance Contract shall become due thirty days following the date on which the Company has received the documents and information which allow them to know the basis on which the claim is made.

Any clause specifying that the credit shall not be demandable until after it has been acknowledged by the company or proven in a proceeding, shall be null and void.”

The company’s participation in the valuation, or any assistance the Company or their representatives give to the Insured or to third parties, does not imply any acceptance of liability on the part of the Company in respect to the loss.

For Article 71 of the Law of the Insurance Contract to be effectively complied with, the Insured shall be understood to have fulfilled their obligation of submitting to the Company the documents required in each case.

h) Documents required in the event of total loss.

In the event of total loss caused by any of the risks covered under Coverage Item Collision, Overturning and Glass Breakage, or Total Theft, following are the documents required from the Insured:

For Property Damage:

- Original title deed endorsed by the owner or by the duly authorized legal representative holding the respective power of attorney.
- Valid official identification or valid passport of the owner or the legal representative.
- Registration card valid at the moment of loss.
- Cancellation of the temporary import permit or letter of the Insured undertaking to take charge of such cancellation.
- Vehicle keys, if held by the Insured.

- If such is the case, release of the unit by the owner or by their duly authorized legal representative holding the respective power of attorney.

For Total Theft:

- Original title deed endorsed by the owner or by the duly authorized legal representative holding the respective power of attorney.
- Valid official identification or valid passport of the owner or the legal representative.
- Registration card valid at the moment of loss.
- Cancellation of the temporary import permit or letter of the Insured undertaking to take charge of such cancellation.
- Vehicle key, if held by the Insured.
- Written record attesting theft and certified by the Attorney General's Office or by the Justice Department
- Complimentary notice to U.S. Authorities
- If such is the case, release of the unit by the owner or by their duly authorized legal representative holding the respective power of attorney, if the car is found.

Article 69 of the Law of the Insurance Contract: "The insurance company shall be entitled to require from the insured or beneficiary all kinds of information regarding any facts in connection with the loss, through which the circumstances of loss as well as any consequences thereof may be determined".

5 Assistance Services

a) Travel Assistance

If it is indicated as covered on the Policy Declaration Page, this Coverage Item provides coverage for the services specified below for the Insured and the vehicle occupants, provided that the maximum number of occupants specified by the manufacturer is not exceeded. Such services shall be provided as long as the Insured is traveling in the insured vehicle within the Mexican Republic. Services and assistance the Insured is entitled to, are the following:

- **Tow truck service in the event of breakdown.**

In the event of a mechanical breakdown affecting the insured vehicle so as to prevent it completely from moving by self-propulsion, the Company shall take and carry out all the necessary actions or steps to transport it to the nearest place for repair, or else, the insured may engage a supplier and the Company shall reimburse them for the incurred expense, up to the limit specified in the next paragraph.

This service is offered in the entire Mexican territory, the amount per occurrence being provided up to a limit in amount of \$300.00 USCY provided that the vehicle is in a situation as specified in the preceding paragraph. This limit shall be provided twice during a one-year Policy Period, or only once up to a limit in amount of \$150 USCY per occurrence for any Policy Period shorter than one year.

In the event that the driver or beneficiary requires a place to stay while the vehicle is being repaired, the Company shall cover up to \$50.00 USCY per day for the rent of a hotel room while the vehicle is being repaired. This limit shall take effect twice during a one-year Policy Period or only once for any Policy Period shorter than one year, up to a maximum of \$150 USCY per occurrence.

The limit in amount of \$300 USCY takes effect as Combined and Single Limit for the tow truck and hotel stay expenses; therefore, that is amount the maximum reimbursable amount.

For such expenses to be reimbursed the Insured shall submit the original invoices complying with the fiscal requirements in force in the Mexican Republic.

• **Service provided in the event of Theft or Total Loss**

If theft or total loss is declared by the Company in the course of a trip, within the Policy Period and provided that the vehicle is not recovered during the following 72 hours, the Insured shall be entitled to the following benefits:

- The Company shall take all the necessary steps or actions for the beneficiaries to be transported to their customary address or intended destination, provided that the total cost incurred does not exceed the equivalent to a single trip in economy class in a commercial airline, from the place where theft occurred to their customary address or intended destination.
- If requested by the beneficiary, they shall be allowed to choose to rent another vehicle or use any other means of transport only for their return trip to the intended destination or their customary address.
- If The Driver Or Beneficiary requires a place to stay, the Company shall pay up to \$50 USCY per day, for the rent of a hotel room, up to a maximum of \$150 USCY per occurrence.

• **Tourist Assistance**

The insured shall have 24-hour daily access to a bilingual tourist telephone line in order to obtain tourist information regarding Mexican roads and highways, hotels, formalities and requirements (Passport, visa, vaccines, customs duties, Exchange rate, etc.)

Any services the Insured may request shall be to their own account and on their own risk.

• **Medical Assistance**

The Insured shall have 24-hour daily access to a medical reference telephone service providing information on physicians and hospitals all over the Mexican Republic. This service shall be available before the journey starts and in the course of the journey.

Any services the Insured may request shall be to their own account and on their own risk.

• **Administrative Assistance**

The Company shall assist the Insured by providing information and advice concerning the formalities to be carried out in the event of loss and / or theft of personal documents or property.

- **Emergency Message Service**

The Insured may send or receive urgent messages to and from any place worldwide, or else the Company shall provide them, at no charge, with vital information.

- **Exclusions**

In no case shall the Company assume any charges incurred in, or resulting from:

- **Vehicles exceeding a 3,500 kg. load capacity.**
- **Any situation of vehicle immobilization ascribable to Acts of God such as flood, earthquake, volcanic eruption or cyclone storms.**
- **Services additional to the stay in a hotel room, such as meals, beverages, telephone calls or other similar services.**
- **Damage caused by radioactive nuclear energy.**
- **Services contracted for without the Company's prior knowledge, except for proven instances of Force Majeure, where the Insured may show evidence of the circumstances which prevented him from contacting Travel Assistance directly.**
- **Medical expenses of any kind.**
- **The Company shall settle any payment or indemnity provided for under this Policy, provided that the Insured does not derive abusive benefit therefrom.**

Travel Assistance Telephone

Numbers 24/7

Service 365 days per year.

Mexico City: 5480 3888

Toll free number for calls from inside the Mexican Republic:

01 800 908 4000

b) Guaranteed Bond and Legal Assistance

If it is indicated as covered on the Policy Declaration Page, this coverage provides the required professional juridical protection services in the event of judicial proceedings arising from any of the risks insured under the Coverage for Civil Liability for Third Party Damages; therefore, if a traffic accident is concerned which in accordance to Law in force in the Mexican Republic requires a penal and / or civil proceeding to be initiated and followed up on, redounding to prejudice of the Insured's, and / or the owner's interests and / or to prejudice of the driver's interests if the driver uses the car with an express or implied consent and as a result of such use the driver causes a damage or becomes involved in such proceedings, the Company agrees to:

- a) Upon the Insured's, and / or Owner's and / or driver's consent, take steps or measures aimed at obtaining their parole, prison parole, preparatory or commutative freedom, as the case may be in accordance with the initiated proceeding, taking into consideration the legal terms established in the pertaining Law.
- b) Upon the Insured's, and / or Owner's and / or driver's consent and assistance, take steps or measures aimed at the Insured Vehicle's release from proper authorities
- c) Carry out the formalities to immediately have a legally constituted and authorized bonding company operating in Mexico issue, at no additional cost, the necessary bonds up to the guarantee limit set forth for this coverage in the Insurance Contract.

In case that more than one bond is required, the liability of The Company for all combined bonds will be limited to the maximum limit of responsibility under the Civil Liability coverage affected.

- d) Settle expenses, court costs, cautions, (other than bonds) and / or administrative penalties arising from the proceedings up to an amount equivalent to 50% the Limit set forth in the Insurance Contract for the Civil Liability coverage affected.

Once the Authority has determined the amount required in order to obtain their freedom, the Insured, and / or Owner, and / or Driver and / or Legal Representative, as the case may be, is under obligation to submit such amount by means of a deposit in cash to the Lawyer designated by the Company.

The Insured, and / or Owner, and / or Driver and / or Legal Representative is under obligation to inform both the Company and the lawyer designated by them, of any notice they may receive in connection with any Caution

paid by the Company. They shall do so on the next business day after they receive it, at the latest.

The professional services offered under this coverage shall be provided by lawyers designated by the Company with The Insured's and/or Driver's consent. However, if The Insured opts to hire other lawyers, their respective professional fees shall be settled up to a maximum limit equivalent to 30% of the amount claimed under the loss, limited to \$35,000.00 Mex. Cy. Or its equivalent amount in U.S. Dollars.

The Liability of the Insured or driver will be determined in accordance to the DISCLAIMER GUIDE FOR INSURANCE COMPANIES (GUIA DE DESLINDE PARA LAS COMPAÑIAS DE SEGUROS) published by The Mexican Association of Insurance Institutions, (Asociacion Mexicana de Instituciones de Seguros, A.C., AMIS) and by the opinion by an Expert on the cause or by decision by proper authority in accordance to Transit Regulations in the pertaining State.

4. Exclusions

In addition to the Exclusions set forth under the section “General Exclusions” of these General Terms and Conditions, Coverage for Guaranteed Bond and Legal Assistance shall in no case provide coverage:

- a) Expenses or Professional Services of Guaranteed Bail Bond or Legal Assistance whenever none the risks included in the contract under the Coverage for Civil Liability for Third Party Damages are concerned.**
- b) Expenses or Professional Services of Guaranteed Bail Bond or Legal Assistance whenever breach of trust, fraud, extortion or Insured Vehicle theft are involved.**

The Assistance Services will be the only obligation of The Company and in no case will pay or reimburse The Insured any amount he/she may have spent.

6 Telephone Numbers for Assistance

In the event of accident or theft affecting your vehicle, please report the occurrence under by calling the following telephone number:

01 800 026 5110

This number shall be dialed as specified from a land telephone line or a foreign cellular phone line with roaming service when calling from inside the Mexican Republic.

If public telephone booths are used, the call is charged as local; therefore we suggest you buy a telephone card upon entering the country. Such telephone cards are available at a lot of sale places.

7 Assistance offered by our Automobile Service Advisors

If you are involved in an automotive mishap you may count on the support given by any one of our Service Advisors, who is well trained to represent you, provide you guidance and service. To such purpose our Service Advisor shall carry out following actions:

1. Seek information concerning:

- Driver's license data
- Scope of car insurance policy scope.
- The Declaration Form for assistance in the event of a damage; in this form you will record in writing your version of the occurrence.

For the purpose of information clarification, the advisor is also going to request that you to explain in detail the mishap and, if is necessary, ask you to accompany him to a survey of the place of loss.

2. Determine liability, based on:

- The declaration of concerned parties.
- A survey to the place of loss.
- A check-up of damages sustained by the vehicles.
- The Transit Regulations in force at the Federal Entity concerned.

Once the advisor gathers all the necessary data, he will talk to the third party or parties involved and if they are insured, he will talk to their representatives and request them the drivers' and vehicles' data; and negotiate payment of any damage caused to your vehicle or to third parties if you should be responsible for the accident.

If the responsible third party is insured and agrees with the ascribed responsibilities, the Service Advisor shall Exchange information with the other Insurance Companies in order to obtain the respective payment.

If the responsible third party is not covered by any insurance, payment for the damage caused to your vehicle shall be negotiated by the Advisor, who can even request some kind of payment guarantee.

If no agreement is reached by the parties, appearance before the corresponding authority shall be required, and such authority shall initiate the legal proceedings.

(This might take a few hours.) During such process the involved automobiles may be placed under the authority's custody in any vehicle deposit intended for the purpose and vehicle release from such deposit may take between 30 and 60 days.

It is important to bear in mind that, if the responsible third party runs away from the accident before arrival of the Service Advisor, you should not try to pursue him; neither you nor the Service Advisor have any authority to hold him. In such event, the main thing is to take note of the third party's vehicle information such as license plate number, make and color, so that if you judge it advisable a written record can be drawn up at the competent authority's office; your reference mark is the advice given by our staff.

3. Our Service Advisor shall additionally carry out the following formalities, if it is necessary:

- Request tow truck, ambulance, public safety and / or legal assistance;
- Provide the affected persons involved with medical admission vouchers and with admission vouchers for the vehicles to be accepted into a dealership or workshop.
- If you choose to receive payment in cash for the damage sustained by your vehicle, an admission voucher shall be issued for you to go to our offices where an assessment advisor will determine the amount and issue a payment order.
- And he will record the loss information by completing the respective forms for control and follow-up.

4. Once the Service Advisor has concluded, you need to make sure that:

- Your documents are given back to you; (driver's license and Insurance Policy).
- You have your medical admission voucher and / or your vehicle admission voucher, as the case may be.
- The complete damage sustained by your vehicle is written down on your vehicle admission voucher.
- If your vehicle requires to be towed away, don't forget any personal belongings in it, and have the Service Advisor pay attention to any valuable accessories.

We at Grupo Nacional Provincial are interested in keeping you safe and free of worry. We will therefore do what may be necessary to resolve any problem in the easiest and most convenient manner for you.

For any clarification or doubts concerning your Insurance we suggest you to contact the Specialized Unit for User Assistance (Unidad Especializada de Atención a Usuarios, UNE) at Grupo Nacional Provincial, S.A.B. located at Av. Cerro de las Torres 395, Colonia Campestre Churubusco, Delegación Coyoacán, C.P.04200, phone numbers 5227 9000 when calling from Mexico City or 01 800 400 9000 when calling from inside the Mexican Republic; or via E-mail at the following address: unidades@gnp.com.mx or else, contact the National Commission for the Protection and Defense of Financial Services Users (Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros, CONDUSEF) at following address: Insurgentes Sur 762, Colonia Del Valle, Delegación Benito Juárez, C.P.03100, phone numbers 5340 0999 when calling from Mexico City or 01800 999 8080 when calling from inside the Mexican Republic, or via Email at asesoria@condusef.gob.mx or else, visit the Web page: condusef.gob.mx.

“In compliance to the terms under Article 202 of The Law of Insurance and Bond Institutions, the contractual documentation and technical note constituting this product are recorded at the National Insurance and Bond Commissioner (Comisión Nacional de Seguros y Fianzas, CNSF) effective on the 16th day of March of 2016 under Registration Number(s)CNSF-S0043-0248-2016.