



## TOURIST VEHICLES INSURANCE GENERAL CONDITIONS

Policy of insurance registered in the registry of Adhesion contracts of insurance of the CONDUSEF (RECAS) number: \_\_\_\_\_.

**Warning.** Corresponding to the RECAS registration number is recorded in general terms, policy and application for insurance cover once it is assigned by the CONDUSEF.

QJ/03 0116-TG



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**TOURIST VEHICLES INSURANCE  
GENERAL CONDITIONS**

**PRELIMINARY.**

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

The risks that can be covered under the policy are defined in Clause 1st. Specification of Coverages and its application is indicated by the corresponding notes in the front page of the policy, being subject to the limits of liability that are therein mentioned.

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

For the interpretation and purposes of this agreement the parties shall be subject to the manner and terms in which they intended to be obligated.

**DEFINITIONS**

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

**Automobile Accident:** Collisions, turnovers and any event that produces physical injuries to any person and/or physical damages to any asset, including the insured vehicle, produced by an external, sudden, fortuitous and violent force, not depending on the Policy Holder’s or driver’s will.

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

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

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

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

**Automobile:** Motorized vehicle of 4 wheels, destined to the transportation of persons, considering a maximum of 15 seats.

**Buses and Microbuses of local use:** Vehicles designed to transport people, same that must have a permit issued by the competent authority to circulate within the city or metropolitan zone with an established route.

**Foreign Buses with a Fixed Route:** Vehicles designed to transport people, same that have a permit issued by the competent authority to circulate within the Mexican Republic with an established route, and subject to the laws of the general means of communication.



**Foreign Tourist Bus:** Vehicle designed to transport people, same that has a permit issued by the competent authority to circulate within the Mexican Republic, hired for a tourism and that is subject to the laws of the general means of communication.

**Personal and School Transportation Buses and Microbuses:** Vehicles designed for the transportation of employees and students, same that have a permit issued by the competent authority to circulate within the Mexican Republic with an established route and with a less amount of exposure.

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

**Preferential Beneficiary:** Is the person or company that, previous agreement with the Company and upon request of the Contracting Party, is entitled to the service or payment corresponding to the risks of Total Theft or Total Loss up to the amount of the insured amount over any other person.

In order for the Preferential Beneficiary to be entitled to request the contracted benefits, his name shall be included in an endorsement; same that shall form part of the policy.

**Boat:** The boat specified in the front page of the policy and the platform or trailer on which the boat is mounted, as one unit.

**Impassable Road:** It is that road that has not been designed for the transit of vehicles and/or is not recognized by the competent authority as a passable road.

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

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

**Contracting Party:** A person or company whose request of insurance has been accepted by the Company, based on the data and information given by them, who consequently executes the insurance contract and assumes the obligations thereunder, except for those obligations exclusively corresponding to the Policy Holder or to the Beneficiary.

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

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

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

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

**State of Drunkenness:** It shall be understood that the driver is in state of drunkenness when, based on the report of the medical coroner that participates in the preparation of the previous criminal inquiry, or else, based on the test carried out at the particular clinical laboratory, whereat the identity of the driver is certified by a notary public, and it results that he presents intoxication due to consumption of alcoholic beverages, whatever the degree or intensity.

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

**Drug Influence:** It shall be understood that the driver is under drug influence when, based on the report of the medical coroner that participates in the preparation of the previous criminal inquiry, or

else, based on the test carried out at the particular clinical laboratory, whereat the identity of the driver is certified by a notary public, and it results that he presents intoxication from mineral, vegetable or chemical substances, whatever the degree or intensity, which effects may be stimulating, depressing, narcotic or hallucinogenic.

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

**Occupant:** For purposes of the Occupant's Civil Liability coverage, it is any individual different than the driver who travels in an Automobile/Pick-up of personal use, while they are inside the compartment, stall or cabin destined to the transportation of persons upon the occurrence of an Automobile Accident. For purposes of the coverage of Occupant's Medical Expenses, it is any individual, including the Policy Holder/Driver that travels in the Automobile/Pick-up of personal use, while they are inside the compartment, stall or cabin destined to the transportation of persons upon the occurrence of an Automobile Accident. For purposes of the coverage of Occupants' Medical Expenses, any individual, including the Holder of the Policy/Driver, that occupies an Automobile/Pick-Up of personal use, while they are inside the compartment, stall or cabin destined to the transportation of persons upon the occurrence of an Automobile Accident. The maximum number of occupants shall be the one stipulated in the traffic card.

**Partial Loss:** It shall be understood as partial loss when the damage suffered by the insured vehicle, including work force, spare parts and materials necessary for its repair, pursuant to a budget prepared and/or authorized by the Company, does not exceed 75% of the insured amount for load vehicles and 65% for any other type of vehicle.

**Total Loss:** It shall be understood as total loss when the amount of the damage suffered by the insured vehicle, including work force, spare parts and materials necessary for its repair pursuant to a budget prepared and/or authorized by the Company, exceeds 65% of the insured amount for load vehicles and 65% for all other vehicles. When the cost of the repair of the damage suffered by the insured vehicle exceeds 50% of the insured amount that such vehicle may have immediately preceding the accident, per the request of the Policy Holder it shall be considered a total loss. Except agreed upon on the contrary, if the mentioned cost exceeds from 75% of such value for load vehicles or 65% for other vehicles, it shall always be considered as a total loss.

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

**Premium:** It is the money payment that shall be made by the Policy Holder in terms and conditions agreed upon with the Company, to be entitled to the coverages included in the front page of the policy within the validity term thereof.

**Trailer:** The unit used as a home, including the fixed equipment included therein, excluding the furnishings and personal use articles. It is also defined as a Vehicle with front and back axis not having propulsion means and destined to be pulled by an automobile or adapted to a semi-trailer.

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

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

**Remains:** The remains of the insured vehicle after the occurrence of the sinister of total loss due to material damages or total theft, which rights have been assumed by the Company in terms of article 111 of the Law of Insurance Contract.



Remains shall also be those vehicles that have been declared by other Insurance Companies as total loss and commercialized by them.

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

**Symptom:** In medicine, it is the subjective reference that a sick person presents due to the perception or change he acknowledges as abnormal, or caused by a pathological state or sickness.

The term symptom must not be confused with the term sign, because the latter is an objective and reliable data. The symptom is a useful notice that the health can be threatened by something psychological, physical, social or a combination thereof.

**Sinister:** It is the concrete occurrence of the insured risk due to acts of God, sudden and unforeseen acts that cause damages covered by the policy, obligating the Company to repair the damage up to the contracted liability limit specified in the front page of the policy.

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

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

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

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

**Normal or Personal Use:** It is understood that it is destined to the transportation of persons or transportation of domestic goods or merchandises without profit motive in mind.

**Commercial Value:** Shall mean the provisions of clause 5 Insured Sums and Limit of Liability, of these general conditions and operates in case of total loss for coverages 1. Material Damages and 2. Total Theft.

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

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

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

**Vandalism:** It is the intentional act carried out on an insured vehicle by one or several persons.

For purposes of this policy, it shall be considered as vandalism, among others, multiple bullet impacts in the insured vehicle.

**Insured Vehicle:** The automobile unit described in the front page of this policy, including its special

equipment installed in a permanent manner.

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

**CLAUSE 1ST. COVERAGE'S SPECIFICATION.**

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

**1. MATERIAL DAMAGES.**

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

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

Likewise, the special equipment attached to the insured vehicle shall also be covered, adding the value of the same to the value of the vehicle, constituting thereby the insured sum.

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

**1.1 Maximum Limit of Liability.**

Depending on the type of insured vehicle, this coverage may operate under the concept of Agreed Value, Commercial Value or Invoice Value; therefore the Company agrees to pay pursuant to the provisions of clause 5th. Insured Sums and Limit of Liability.

**1.2 Copayment.**

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



In the case of material damages suffered by the vehicle as a consequence of vandalism, the copayment shall always be doubled and it shall be at least of 10%.

In policies issued with a term of 6 or more months, in claims regarding windows breakage, the Policy Holder shall only be obligated to pay the copayment that corresponds to 20% of the value of the affected windows, with a minimum copayment of \$100 dollars.

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

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

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

In the event of load vehicles' insurance, with capacity greater than 3 1/2 tons, in case of material damages suffered by the vehicle as a consequence of a collision or turnover, and in the event it is driven by a person under 23 years, the copayment shall invariably double and at least it shall be 10%.

For vehicles with load capacity in excess of 5 tons, in case the Driver presents an expired drivers license or without the corresponding renewal, the copayment mentioned in the front page of the policy shall always double.

### **1.3 Exclusions of the Coverage of Material Damages.**

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

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

- a) Family members of the Policy Holder or Persons economically dependent from him.**
- b) Persons that appear as insured in the front page of the policy.**
- c) Employees or persons rendering services to the Policy Holder.**
- d) Persons whose actions tend to purchase, sell, lease or finance the insured vehicle and/or,**
- e) Persons whose actions originate or are the consequence of any type of agreement or purchase, finance or daily lease agreement.**

**2. Damages to the paint job of the insured vehicle caused by risks different than those protected by this coverage.**

**3. Material Damages to the vehicle caused by a fight between individuals and/or street fights, in which the Policy Holder, driver and/or occupants participate.**

**4. The breakage, mechanical failure or lack of resistance of any piece of the vehicle as a consequence of its use, unless it may be caused by some of the risks protected by this coverage.**

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

**6. The damages or losses suffered by the insured vehicle when driving outside of the roads or when they are found to be in impassable conditions.**

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

**8. In the vent of public service vehicles that transport people, the damages suffered by the insured vehicle derived from Vandalism, except fire.**

## **2. TOTAL THEFT.**

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

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

Likewise, the special equipment attached to the insured vehicle is covered, adding the value thereof to the value of the vehicle, constituting the insured amount.

In the event of trailers or semi-trailers, the coverage of Total Theft is included:

a) When it is attached to the Tractor.

b) In the event of unattached trailers or semi-trailers, it shall proceed always that the theft occurs in land destined to the protection of units, duly fenced, owned by the Policy Holder or third parties with whom the Policy Holder has an contractual commercial relationship.

### **2.1 Maximum Limit of Liability.**

Depending on the type of insured vehicle, this coverage may operate under the concept of Agreed Value, Commercial Value and/or Invoice Value, therefore, the Company agrees to pay pursuant to the provisions of clause 5th. Insured Sums and Limits of Liability.

### **2.2 Copayment.**

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

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

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

### **2.3 Exclusions of the Total Theft Coverage.**

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

1. The partial theft when it is consequence of the total theft, understanding it as the theft of spare parts or accessories of the insured vehicle.
2. If the theft is carried out by any of the persons that appear as Insured in the front page of the policy.
3. If the Theft is carried out by:
  - 3.1) Family members of the Policy Holders or Persons economically dependent from him.
  - 3.2) Employees or persons rendering a service to the Policy Holder.
  - 3.3) Persons whose actions originate or are the consequence of any type of agreement or purchase, finance or daily lease agreement of the insured vehicle.
4. When the theft has its origin or is the consequence of Fraud.
5. When it has its origin or is the consequence of any type of agreement or purchase, finance or daily lease agreement regarding the insured vehicle.
6. Fire when it is the consequence of a collision and/or turnovers and there does not exist previous total theft.

### 3. CIVIL LIABILITY FOR DAMAGES TO THIRD PARTIES.

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

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

This policy covers the obligation to pay for the Moral Damage to which the Policy Holder or the authorized Driver may be condemned, under the following assumptions:

- a) When there is a final resolution condemning the Policy Holder and/or authorized Driver to pay the liquid amount for such concept.
- b) The maximum amount to which the Company is obligated in no case shall exceed 25% of the insured sum for Civil Liability.
- c) In case the Policy Holder as a consequence of the sinister is condemned to pay any amount for Civil Liability, it is understood that the unpaid remaining amount shall be the basis to calculate the 25% of the Company's Moral Damage obligation.

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

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

In the event of load vehicles the civil liability for damages to third parties in their assets and goods, caused as a consequence of the unit's adaptation is not covered, when such adaptation exceeds the



dimensions with which each manufacturer adapts each model and specific type of unit, except agreed upon otherwise.

### **3.1 Maximum Limit of Liability.**

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

### **3.2 Copayment.**

This coverage operates with or without a copayment, as chosen by the Policy Holder upon contracting it. If it had been contracted with copayment, the Policy Holder thereof shall elect the amount. Such amount shall be included in the front page of the policy, and shall be set forth in the coverage 3. Civil Liability for damages to third parties in days of minimum wage in force in the Federal District.

For vehicles with load capacity in excess of 5 tons, in case the Driver presents an expired drivers license or without the corresponding renewal, the copayment mentioned in the front page of the policy shall invariably double. If the mentioned copayment is "Zero" a copayment shall be applied equal to 50 MDWIFFD in the event the driver is older than 23 years and 100 MDWIFFD if the Driver is younger than 23 years.

If the Policy Holder has contracted this coverage with the application of a copayment, the Company shall respond for the damages caused to third parties, without conditioning it to the previous payment of such copayment. Without prejudice of the foregoing, the Company may reject the sinister if any exclusion provided for in the policy or in the corresponding law is applicable.

### **1.3 Exclusions of the Coverage of Civil Liability for Damages to Third Parties.**

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

#### **1. The Policy Holder's civil liability for material damages to:**

- a) Assets under his custody or responsibility.**
- b) Assets owned by persons that economically depend from the Policy Holder.**
- c) Assets owned by employees, agents or representatives of the Policy Holder, while they are located within property of the latter.**
- d) Assets found in the insured vehicle.**

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

**3. Damages deriving from accidents when the vehicle is destined to a use or service different than the one set forth in the policy, which implies a risk's aggravation.**

**4. Aggravation or complication of a sickness caused by the accident, derived from Alcoholism, addictions, as well as from a neglect or recklessness of the injured person, and/or of the person or persons in charge of him, when not obeying the written medical instructions.**

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

**6. The Policy Holder's civil liability due to death and/or injuries caused to third parties when they economically depend from the Policy Holder or when they**

are at his service when the accident occurred, or else, when they are occupants of the vehicle.

**7. The compensations that the Policy Holder shall pay due to accidents suffered by the occupants of the vehicle which derive in labor obligations, labor accidents or professional risks determined by the competent authority.**

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

**9. The civil liability for damages to third parties in their assets or persons that are caused outside the Mexican Republic.**

#### **4. CIVIL LIABILITY FOR DAMAGES TO OCCUPANTS.**

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

##### **4.1 Maximum Limit of Liability.**

The maximum limit of liability of the Company for the coverage of civil liability for damages to occupants is set forth in the front page of the policy and operates as a single and combined limit (S.C.L.) for all the risks covered thereby.

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

##### **4.2 Copayment.**

This coverage operates without the application of a copayment.

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

**In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, this coverage does not protect the damages to persons when they are:**

**The spouse or persons with kinship in ascending or descending straight line or collateral line up to the first or second degree with the Policy Holder or the driver of the insured vehicle, that is, the father, mother, children, brothers, sisters of the Policy Holder or driver of the insured vehicle.**

#### **5. CIVIL LIABILITY FOR DAMAGES TO THE FREIGHT.**

In the event of vehicles destined to the transportation of merchandise, provided that it is aboard an insured vehicle or when the trailer or semi-trailer is pulled by the insured vehicle, this insurance extends to cover the Civil Liability of the Policy Holder for the damages to third parties in their assets and/or persons, caused with the freight it is transporting, pursuant to the following classification:

In an indicative but not limitative manner, it includes:

**Type A Freight:** Merchandises with a reduced degree of dangerousness in its transportation: Bottled Beverages, Ice, Groceries and Wines, Meats and Dairy Products, Furnishings, Plastics, Glass and Signs.

**Type B Freight:** Dangerous merchandises to transport: Logs and pieces of wood, Ironworks and Paints, Furniture being moved, Live Cattle Machinery and Equipment in general, Materials, parts and modules for construction, industrial paper in rolls, cable, wire for industrial use, posts, ribs, steel beams.



**Type C Freight:** Highly dangerous merchandises: chemical substances and/or products and/or corrosive, flammable and/or explosive, **except any substance classified as class or division I or class or division 7 pursuant to the provisions of the Mexican Official Norm NOM-002-SCT/2011, which shall not be covered.**

#### **5.1 Maximum Limit of Liability.**

The Company's maximum limit of liability under this coverage is established in the front page of the policy and is the same one that covers civil liability for damages to third parties.

#### **5.2 Copayment.**

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

If the Policy Holder has contracted this coverage with the application of a copayment, the Company shall respond for the damages caused to third parties, without conditioning it to the previous payment of such copayment. Without prejudice of the foregoing, the Company may reject the sinister if any exclusion provided for in the policy or in the corresponding law is applicable.

#### **5.3 Exclusions of the Coverage of Civil Liability for Damages Caused by the Freight.**

**In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, and to the specific exclusions of the coverage of Civil Liability for Damages to Third Parties, it is understood and agreed that this coverage in no event shall cover damages caused by the freight when:**

- 1. The transported freight corresponds to a type of greater danger to the one contracted and described in the front page of the policy.**
- 2. The insured vehicle is carrying out loading and unloading maneuvers, or the trailer and/or semi-trailer is not attached thereto.**
- 3. The means of transportation thereof does not comply with the limits and specifications set forth by the manufacturer and/or the Ministry of Communications and Transportation for the transportation of the merchandise.**
- 4. Any damage suffered or caused to the transported merchandise and/or its containers, cisterns, tanks, or means of transportation.**
- 5. It is caused by any substance classified as explosive (class or division I) or radioactive (class or division 7) pursuant to the provisions of the Mexican Official Norm NOM-002-SCT/2011.**
- 6. The merchandise or freight (material substances or hazardous residues) is transported in group of packaging that does not comply with the provisions of the Mexican Official Norm NOM-002-SCT/2011.**
- 7. The merchandise or freight (material substances or hazardous residues) is transported in quantities greater than those indicated in the concept "limited amounts" of the Mexican Official Norm NOM-011-SCT/2003.**

#### **6. CIVIL ENVIRONMENTAL LIABILITY.**

This coverage includes Civil Ecological Liability incurred by the Policy Holder for damages to third parties in their assets and/or persons due to pollution, caused by the freight being transported, either in vehicles owned by the Policy Holder or by others, the latter when they are under his responsibility, only when such damages derive from collision and/or turnover, fire and/or explosion of the insured vehicle.

It is understood as pollution, the variations that damage the environment (water, atmosphere, soil, subsoil, etc.).



It is a necessary condition that the damage derives from an act occurring accidentally and unforeseeably and is consequence of the risk of collision and/or turnover, fire and/or explosion of the insured vehicle.

The Company covers this risk guaranteeing the compliance to the provisions of article 153, insert VII, of the General Law of Ecological Equilibrium and Environment Protection.

**6.1 Maximum Limit of Liability.**

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

**6.2 Copayment.**

This coverage operates with or without the application of a copayment, as chosen by the Policy Holder, same that is indicated in the front page of the policy.

For vehicles with capacity in excess of 5 tons, in case the Driver presents an expired drivers license or without the corresponding renewal, the copayment shall invariably be the double of the one mentioned in the front page of the policy, and if the indicated copayment is "Zero" 100 MDWIFFD shall apply.

If the Policy Holder has contracted this coverage with the application of a copayment, the Company shall respond for the damages caused to third parties, without conditioning it to the previous payment of such copayment. Without prejudice of the foregoing, the Company may reject the sinister if any exclusion provided for in the policy or in the corresponding law is applicable.

**6.3 Obligations of the Policy Holder.**

In addition to the provisions set forth in Clause 7th Obligations of the Policy Holder in this general conditions, the Policy Holder undertakes to provide, in case the Company needs it, the following:

1. The record of its units' preventive and corrective maintenance control.
2. The record of hazardous materials and residues being transported.
3. The last record of technical inspection of the Ministry of Communications and Transportation.

If with the intention of misleading the Company, the Policy Holder does not comply with these obligations, the Company's obligations shall terminate.

**6.4 Exclusions to the Civil Ecological Liability Coverage.**

**In addition to the provisions of Clause 3rd. Risks not Covered by the Contract and the specific exclusions of the coverage of Civil Liability for Damages to Third Parties, it is understood and agreed upon that this coverage does not include:**

- 1. Damages caused when the Policy Holder does not have the permit granted by the Ministry of Communications and Transportation, to transport hazardous materials and/or residues.**
- 2. Damages caused by packages used to transport hazardous substances that do not comply with the applicable laws.**
- 3. Damages caused by pulling units that might have structural damages prior to the term of this Policy and that originate leakages or spillages.**
- 4. Damages caused by the repaired pulling units, when they do not have the certification and verification required by the applicable law.**
- 5. Damages caused by any substance classified as explosive (class or division I) or radioactive (class or division 7) pursuant to the Mexican Official Norm NOM-002-SCT/2011.**
- 6. All damage suffered or caused to the merchandise being transported and/or its containers, cisterns, tanks or means of transportation.**

**7. The damages caused by the merchandise or freight (material substances or hazardous residues) when transported in quantities greater to the once indicated in the concept of limited quantities of the Mexican Official Norm NOM-011-SCT/2003.**

**7. PASSENGER'S CIVIL LIABILITY.**

By means of the obligation of payment of the corresponding premium, in terms of Clause 4th, Payment of Premiums, the Company undertakes to indemnify the passengers due to the corporal injuries, the loss or damage to the luggage or the deaths for which the Policy Holder and/or the driver of the insured vehicle might be responsible, while on the vehicle upon occurrence of the sinister, as a consequence of the public transportation services rendered pursuant to a concession of the competent authorities in any of the roads, during the term of the policy.

The right to receive the indemnification and the fixation of the amount shall be subject to the legal provisions applicable to the place on which the sinister has occurred.

The liability of the Company begins when the passenger enters the unit and until he or she exits it.

**7.1 Capacity.**

The capacity of the unit of transportation of passengers shall be the one indicated in the vehicle registration and/or operation manual thereof and shall correspond to the maximum limit it may transport.

**7.2 Insured Amount.**

The maximum limit of liability per passenger granted by the Company is indicated in the front page of the policy.

The risks covered hereunder are the following, applying the sublimits for indemnification as the maximum limit set forth:

a) Death. The Company undertakes to pay up to the amount indicated for this risk pursuant to the attached exhibit, to the heirs of the person dying on an insured vehicle or within the 90 days following the traffic accident, provided that the death is consequence of the injuries caused thereby.

b) Total and permanent disability. It grants the beneficiary the right to receive the indemnification up to the amount indicated for this risk pursuant to the attached exhibit, in terms of the law in force in the entity where the sinister occurred, upon declaration of the total and permanent disability consequence of a traffic accident. After paying the indemnification, any other obligation of the Company shall disappear. For purposes of this coverage, the beneficiary shall be the injured passenger.

c) Funerary Expenses. The Company undertakes to reimburse, up to the amount indicated for this risk pursuant to the attached exhibit, to the person showing, with invoices complying with the corresponding fiscal requirements, that he paid the funerary expenses, due to the death of the passenger of the insured vehicle.

d) Medical Expenses. The Company undertakes to grant medical attention, or else, to reimburse for the services of a hospital or doctor different than the one indicated by the Company, the medical expenses up to the amount indicated in this risk pursuant to the attached exhibit, when the beneficiary is required to receive medical attention after a traffic accident and/or the service being rendered pursuant to the extent of this coverage, in which the insured vehicle is involved, provided that the claim is submitted within the 90 days following the date on which the traffic accident occurred. For purposes of this coverage, the beneficiary shall be the injured passenger.

In order to reimburse the medical expenses, it is necessary that the Policy Holder notifies the Company of the sinister, directly or through another person, immediately or within a term of no more than 5 (five) days, except in the event of Acts of God or force majeure, being obligated to do it as soon as the impediment disappears. Likewise, it shall deliver to the Company all the invoices evidencing payment and the medical reports corresponding to each of the treating doctors. In case of submitting invoices for reimbursement, they shall be issued to the Company and they shall comply with all the fiscal requirements.



The medical expenses that are covered are the following:

1. Operation
2. Hospitalization
3. Nursing
4. Ambulance
5. Prosthesis
6. Medicines
- e) Loss of Luggage

**7.3 Maximum Limit of Liability.** The maximum limit of liability for this coverage shall be indicated in the front page of the policy.

In the event of the Passengers' medical expenses, the liability of the Company ends upon the medical release or until the insured amount per passenger provided for in the coverage is finished.

Loss of Luggage. The Company undertakes to indemnify up to the amount indicated for this risk, all the pieces of registered luggage in case of loss and requesting the corresponding voucher.

SERVICE	LOCAL	FOREIGN
Luggage	20 dsmgv DF	50 dsmgv DF

**7.4 Proportion subject to Indemnification.**

In case that upon occurrence of the accident the number of passengers exceeds the maximum limit of persons authorized in the vehicle's registration based on the vehicle's capacity, the limit of liability per passenger shall be reduced in proportion.

**7.5 Copayment.**

This coverage operates with or without copayment, depending on what the Policy Holder had chosen upon contracting it. If it had been contracted with copayment, the amount thereof shall be chosen by the Policy Holder and such amount shall be indicated in the front page of the policy.

If the Policy Holder has contracted this coverage with the application of a copayment, the Company shall respond for the damages caused to third parties, without conditioning it to the previous payment of such copayment. Without prejudice of the foregoing, the Company may reject the sinister if any exclusion provided for in the policy or in the corresponding law is applicable.

**7.6 Particular Exclusions of this Coverage.**

**In addition to the provisions of Clause 3rd Risks not covered by the Contract, this insurance shall not cover the payment of any indemnification due to:**

- 1. Accidents, injuries, disability, death or other losses caused because the vehicle circulates with open doors without observing safety measures.**
- 2. Accidents, injuries, disability, death or other losses caused directly by body or mental sicknesses, nor shall it also cover suicide or any attempt thereof, either carried out in a mental disorder state or not.**
- 3. Any fatal injury or not, directly caused by any act of war or rebellion, by bandit acts or criminal associations, insurrection or other public disorders.**
- 4. Accident, injury, disability, death or other loss that is not directly caused by the traffic accident covered by this insurance.**
- 5. Accidents suffered by the passengers while ascending or descending the means of transportation, either stopped or in movement, when such accidents are caused due to the evident carelessness or recklessness of the passenger.**
- 6. Accidents, injuries, disability or death suffered by the driver of the insured**

vehicle.

**7. Accidents suffered by the spouse or persons having a kinship in ascending or descending straight line or collateral line up to the first degree with the Policy Holder or the driver of the insured vehicle, that is, the father, mother, children, brothers, sisters of the Policy Holder or driver of the insured vehicle.**

**8. The expenses originated by judicial or extrajudicial claims initiated against the Policy Holder by the passengers, legal heirs or persons appearing as such.**

**9. Accidents suffered by the crew of the vehicle and any employee of the Policy Holder, of the line or company rendering the service, that travels as a consequence of a labor relationship.**

**10. The indemnification of any pre-existing sickness or injury, chronic or recurrent or pathological states, deriving from the traffic accident.**

#### **7.7 Early Termination of the Agreement and Reinstatement of the Insured Sum.**

Neither party may early terminate this coverage except in the event of total loss of the mean of transportation covered by the insurance contract. In case of payment of an indemnification, the mean of transportation shall continue to be insured with the original limits of the coverage, until the expiration of the contract.

#### **8. LEGAL EXPENSES.**

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

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

The granted coverage shall be subject to the following:

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

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

**8.1.2** The Company shall cover the bonds' premiums relating to the guarantees fixed by the judicial authority to obtain the driver's provisional or conditional liberty and/or the devolution of the unit, in their entirety. The Company shall have the obligation to guarantee as affianced sum up to the maximum limit of the insured sum contracted for the coverage 3. Civil Liability for Damages to Third Parties.

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

**8.1.4** The guaranty in cash that is fixed by the authority to repair the damage to obtain the driver's provisional liberty and/or the devolution of the unit, shall be paid by the Company in its entirety, having the obligation to deposit up to the maximum limit of the contracted insured amount for the coverage 3. Civil Liability for Damages to Third Parties.



**8.1.5** The payment of a pension or stay in car pounds as a consequence of the traffic accident covered by this contract up to a maximum of 30 MDWIFFD. This benefit does not apply to public service vehicles transporting passengers.

**8.1.6** The reimbursement of the copayment for material damages when, during the previous inquiry, the report of road causality issued by the experts of the Attorney General or the resolution of the Public Prosecutor is favorable to the driver of the insured vehicle. This benefit does not apply to public service vehicles transporting passengers.

**8.1.7** In case an evident notice is given to locate the insured vehicle of which there is a theft report, the Company shall assign a lawyer for the owner of the vehicle, who shall provide legal assistance and shall accompany him to carry out the necessary legal procedures to obtain the devolution of the vehicle and, furthermore, the Company shall reimburse the towing expenses from the place of location to the car pound for up to 30 MDWIFFD. This benefit does not apply to public service vehicles transporting passengers.

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

**8.2.1.** Reimburse the Policy Holder the fees paid for the legal services deriving from the risks protected in coverage 3. Civil Liability for Damages to Third Parties, for a maximum limit that equals 100 MDWIFFD, being the Policy Holder obligated to deliver to the Company the court evidences that show the legal intervention, as well as the corresponding invoice, same that shall comply with fiscal requirements.

**8.2.2.** Reimburse the Policy Holder the expenses incurred in connection with the criminal proceeding as a direct consequence of the accident, for a maximum limit that equals 50 MDWIFFD, being the Policy Holder obligated to deliver to the Company the corresponding invoices, same that shall comply with fiscal requirements.

**8.2.3.** Reimburse the Policy Holder the amount paid for bond's premiums fixed by the authority to obtain the driver's provisional liberty and the devolution of the unit, up to a maximum amount equaling 500 MDWIFFD, being the Policy Holder obligated to deliver to the Company the paid invoices duly broken down for this concept, complying with all fiscal requirements. The Policy Holder shall comply with the requirements that the bonding company may request.

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

**8.2.5** In case an evident notice is given to locate the insured vehicle of which there is a theft report, the Company shall reimburse the towing expenses from the place of location to the car pound for up to 30 MDWIFFD

**8.3.** The Company shall only carry out judicial proceedings to recover the damage caused to the insured vehicle, when the cost of the damage is more than 100 MDWIFFD.

**8.4.** The Company's obligation to pay legal expenses is limited to the amounts indicated in paragraphs 8.1 and 8.2 hereof. Such limits shall be automatically reinstated when reduced by any payment made by the Company during the term of this policy.

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

**8.6.** Once the devolution of the cash guarantee is accepted during the proceeding and the driver and/or owner of the insured vehicle has knowledge of the origin, directly or through notice of the



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

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

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

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

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

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

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

e) The Policy Holder and/or driver are obligated to deliver to the Company the amounts that in concept of payment of damages caused they received from a third party upon the granting of the legal pardon, in virtue that the part being paid by the Policy Holder is in concept of the copayment, the recovered amount shall be applied in first place to cover the part that may have been paid by the Company and the remainder, if any, shall correspond to the Policy Holder.

**8.8.** This coverage is subject to the terms set forth in the General Clauses of this policy, except for the events mentioned at the beginning of this coverage.

### **8.9 Maximum Limit of Liability.**

The maximum limit of liability of the Company is subject to the above-mentioned limit amounts.

### **8.10 Copayment.**

This coverage operates without the application of a Copayment.

### **8.11 Exclusions of the Coverage of Legal Expenses.**

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

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

**2. Sinisters that are not immediately reported to the Company and at the latest within the term provided for in paragraph b) of section 1 of clause 7th Obligations of the Policy Holder, directly or through a representative, to the Company's National Sinisters Cabin with the intention that the sinister's circumstances are not evidenced in due time.**

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

**4. Sinisters that occur when the Policy Holder and/or driver do not appear at any summons or meeting, made or ordered by the authorities in connection with the sinister, except in duly evidenced cases of Acts of God or force majeure.**

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

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

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

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

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

**7. The benefit of payment of up to 30 MDWIFFD of pension and reimbursement of copayment shall not operate when the Policy Holder has chosen to hire attorneys on his own.**

**8. The benefit of covering the towing expenses from the place of location to the car pound up to a maximum of 30 MDWIFFD does not cover the cost for pension or stay in car pounds or parking lots.**

#### **9. OCCUPANTS' MEDICAL EXPENSES.**

This coverage protects the payment of medical expenses for concept of hospitalization, medicines, medical attention, nurses, ambulances and funeral services, originated by physical injuries suffered by the Policy Holder/Driver or any occupant of the vehicle, in traffic accidents occurred while they are inside the compartment, stall or cabin destined to the transportation of persons. The concepts of the occupant's medical expenses include the following:

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

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

**c) Nurses.-** The cost of nurses having a license, provided the doctor believes their hiring is necessary, up to a maximum of 30 MDWIFFD for the driver and 500 MDWIFFD for the occupants, without this limit exceeding the insured sum contracted for this coverage.

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

**e) Funeral Expenses.-** Funeral expenses are considered up to a maximum of 50% of the insured sum established in the front page of the policy for the driver and for the occupants, a maximum of 1,000 MDWIFFD without this limit exceeding the Insured Sum contracted in the coverage of Medical Expenses. The expenses shall be reimbursed through the presentation of the corresponding proof of payment.

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

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





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

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

If as a consequence of the traffic accident, the Policy Holder or any of the occupants of the vehicle is injured, the Company shall pay for the service, suggesting to the Policy Holder and Occupants, the services of ambulance, doctors, nurses or hospitals with which the Company has an agreement of direct payment in the location nearest to the place of the accident and taking into consideration the injuries or lesions presented so that it can be chosen by the Policy Holder and Occupants. In case the Policy Holder chooses to visit a doctor, nurse or hospital with which the Company does not have a direct payment agreement, the Company shall reimburse the expenses incurred pursuant to a tabulator of tariffs that the Company pays the doctors, nurses and hospitals with which it does have a direct payment agreement, at any place within the Mexican Republic.

In order for the reimbursement of medical expenses to proceed, it shall be necessary that the Policy Holder shall have notified the Company, directly or through a representative, about the sinister, immediately or within the term provided for in paragraph b), of section 1 of clause 7th Obligations of the Policy Holder hereof, as well as that it delivers to the Company the receipts, invoices evidencing payment and the medical reports corresponding to each one of the attending doctors.

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

### **9.1 Maximum Limit of Liability.**

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

### **9.2 Copayment.**

This coverage operates without the application of a Copayment.

### **9.3 Exclusions of the Coverage of the Occupant's Medical Expenses.**

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

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

### **10. QUÁLITAS ROAD ASSISTANCE.**

The Company agrees with the Policy Holder, through the contracting of the coverage, to render the Assistance Services in Trips and Assistance at "Zero" Kilometers, to the Driver and to the Automobile/Pick-up of personal use covered by the policy, as a consequence of a traffic accident or break-down, pursuant to each of the granted benefits.



**10.1. Assistance Services at “ZERO” Kilometers.**

The Assistance Services at Zero Kilometers shall be rendered only in the Mexican Republic; these services shall operate when the Beneficiary is driving the Automobile/Pick-up of personal use covered by the policy, within a radius of 80 kilometers, counted from the center of the City (Zócalo).

The coverage is subject to the following Assistance Services.

**10.1.1. Road Assistance.**

In case of lack of gasoline or diesel, flat tires or lack of battery, that prevent the independent circulation of the Automobile/Pick-up of personal use, the Company shall pay for the service in favor of the Beneficiary, suggesting the most adequate service provider with which it has a direct payment agreement, considering the type of problem that has arisen. These services shall be covered by the Company without limit of events during the year.

The Company agrees with the Policy Holder, through the acceptance of the coverage, to render the Road Assistance Services to the Driver and to the Automobile/Pick-up of personal use covered under the policy, as a consequence of a traffic accident or breakdown pursuant to the provisions indicated in each of the granted benefits.

To solve such problems, the Company shall consider up to a maximum of \$800.00 pesos per event and Automobile/Pick-up of personal use, so that the Automobile/Pick-up of personal use can circulate independently on its own.

The Company shall cover the cost of 5 liters of gasoline as a maximum, and the excess shall be paid directly by the Beneficiary to whom the service is being provided pursuant to the applicable tariffs upon request of the service provider.

Likewise, in case of flat tires, the change thereof is covered. In case the tire requires any type of repair, the Beneficiary shall cover the cost, and tow truck service shall be granted if the vehicle cannot circulate on its own means, pursuant to the provisions of paragraph 10.1.3. Dispatch and Payment of Tow Truck hereof.

In case of lack of battery, the passage of electric current is covered. In case the characteristics of the vehicle do not allow the battery to be charged, the vehicle shall be transported pursuant to the provisions of paragraph 10.1.3. Dispatch and Payment of Tow Truck of this document.

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

**Beneficiary:** The Driver of the Automobile/Pick-up of personal use and in absence thereof, the Representative.

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

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

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

### 10.1.3 Dispatch and Payment of Tow Truck.

Notwithstanding the provisions of paragraph 7 of clause 6th. of the Indemnification Applicable Conditions of the General Conditions of this policy, in case the Automobile/Pick-up cannot circulate independently, the Company shall pay its transfer, suggesting the nearest and most adequate service provider considering the type of vehicle and with which it has a direct payment agreement.

In the event of a traffic accident, the Company shall pay for the towing under this coverage when:

- a) The damage to the Automobile/Pick Up of personal use is less than the value of the copayment of the coverage of Material Damages contracted in the policy.
- b) The coverage of Material Damages is not contracted in the policy.

It is understood that the towing of the Automobile/Pick-up of personal use operate provided it is not confiscated, taken away or withheld by the legally recognized Authorities.

The Company shall only respond for the expenses incurred in the towing of the Automobile/Pick-up of personal use with a maximum limit of \$3,000.00 pesos per event, without limit of events per year and within a range of 200 kilometers.

The cost that exceeds from \$3,000.00 pesos and/or 200 kilometers shall be paid by the Beneficiary directly to whoever pays for this service.

In case the Automobile/Pick-up of personal use has any load and it cannot be removed, an additional cost for the transfer shall be applicable and the service may be rendered with the same tow truck provided that the load does not exceed "500" kilograms.

For armor-plated vehicles weighing more than 2 ½ tons, the Company shall send a tow truck to tow the vehicle in case of flat tire.

The Beneficiary, previous quotation shall pay the cost of the service by phone and acceptance by the Beneficiary through a responsive letter by which the Company and the provider of the services are released from any responsibility deriving from any damage to the unit or to the freight.

**Beneficiary:** The Driver of the Automobile/Pick-up of personal use and in absence thereof, the Representative.

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

- a) Any type of maneuvers, such as loading, unloading of merchandises or turnovers of vehicles.
- b) Penalties and/or gratifications of any kind, even when damages to third parties are caused.
- c) Payment of Pension, Storage or Parking.

### 10.1.5. Medical Transfer.

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

The Beneficiary's transfer to the nearest hospital, if necessary, due to medical reasons.

The transfer, under medical supervision, through the most appropriate means (including without limitation, air ambulance, commercial airplane or ground ambulance) to the most convenient hospital considering the Beneficiary's injuries.



If the medical conditions allow for his transfer, the Company's Group of Doctors shall organize the transfer under medical supervision and in a commercial airplane, to the hospital or medical center nearer to his Permanent Residence. The Company's Group of Doctors and the attending doctor shall take the necessary measures for this transfer.

**Beneficiaries:** The Driver and/or the occupants of the Automobile/Pick-up of personal use.

**10.1.6. Transfer to Domicile due to a Traffic Accident.**

If the Beneficiary after local treatment due to a Traffic Accident, and in the opinion of the attending doctor and the Company's Group of Doctors, can not return to his Permanent Residence as a normal passenger, or can not use the means initially provided for, the Company shall pay for his transfer by commercial airplane or by ground ambulance and shall respond for all the supplementary expenses that may be necessary.

**Beneficiaries:** The Driver and/or the injured occupants of the Automobile/Pick-up of personal use.

**10.1.7. Hotel Expenses for Convalescence.**

In case of a Traffic Accident, the Company shall pay the necessary expenses for the extension of the stay at a hotel chosen by the Beneficiary, immediately after being discharged from the hospital, if such extension has been prescribed by the local doctor and the Company's Group of Doctors. This benefit is limited to \$650.00 pesos per day, with a maximum of five (5) consecutive calendar days per event.

**Beneficiaries:** The Driver and/or the occupants of the Automobile/Pick-up of personal use.

**10.1.8. Ticket for a Family Member's Trip.**

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

**Beneficiaries:** The Driver and/or the occupants of the Automobile/Pick-up of personal use.

**10.1.9. Transfer in case of Death / Burial.**

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

a) The transfer of the corpse or ashes to the place of burial appointed by the heirs or Representatives of the dead Beneficiary to any city within the Mexican Republic; or,

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

**Beneficiaries:** The Driver and/or the occupants of the Automobile/Pick-up of personal use.

**Transfer in case of Death / Burial.**

**10.1.10. Hotel Expenses due to Force Majeure.**

If as a consequence of natural events or social conflicts, declared by local or federal authorities, recognized as catastrophes, emergency states, etc., no free transit in highways is allowed, preventing the Beneficiary from returning to his Permanent Residence in the insured Automobile/Pick-up of personal use, the Company shall arrange for his stay at a hotel chosen by the Beneficiary.

The Company shall only respond for the expenses of the Beneficiary's stay up to a maximum limit of \$650.00 pesos per event, maximum two events per year.

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

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

**Beneficiary:** The Driver of the Automobile/Pick-up of personal use.

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

- a) Foods and Beverages.**
- b) Any laundry service, dry-clean, cleaning or courtesy, etc.**
- c) Parking, phone calls.**
- d) Special events.**
- e) Gratuities and taxis.**

**10.1.12 Leased Car / Bus Service to Continue Trip or Return to Domicile.**

If after utilizing Benefit 10.1.3. DISPATCH AND PAYMENT OF TOW TRUCK and if the repair of the Automobile/Pick-up of personal use requires more than 48 (forty eight) hours, the Company shall pay for the lease of a car similar to the broken down Automobile/Pick-up (whenever possible) with a service provider with which it has a direct payment agreement. This benefit is limited to 48 (forty eight) hours per event, with a maximum of 2 (two) events per year only in case of Breakage, to continue the trip or to return to the Beneficiary's Permanent Residence.

If leasing an Automobile/Pick-up of personal use is not possible, the Company shall arrange a payment to the Beneficiary of up to \$600.00 pesos per day, for the number of days indicated in the previous paragraph, for taxi, bus, train or other authorized means of transportation expenses.

**Beneficiaries:** The Policy Holder or the Driver.

**10.1.13. Locksmith's Service to the Automobile.**

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

To render this service, in all cases it shall be necessary that the Beneficiary identifies himself with the locksmith in order for him to render the service.

**Beneficiary:** The Driver of the Automobile/Pick-up of personal use and in absence thereof, the Representative.

**EXCLUSIONS: In no event, under the terms and conditions hereof, shall locksmith service be provided to Buses.**

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

**10.2.1. Assistance Situations occurred before the entering into effect of the Automobile/Pick-Up of personal use Insurance Policy, do not entitle to the Assistance Services.**

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

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

### 10.3. Obligations of the Policy Holder.

During the Assistance Services of Dispatch and Payment of Tow Truck, the Beneficiary or his representative, if possible, shall accompany the tow truck during the transfer of the Automobile/Pick-up of personal use.

During the Road Assistance Services the Beneficiary or his representative must be present during the repair.

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

#### 10.3.1 Assistance Request.

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

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

The Company shall have free access to the Beneficiary or to the Automobile/Pick-up of personal use to know its situation, and if such access is denied, the Company shall not be obligated to render any of the Assistance Services.

#### 10.3.2. Causes of Appropriate Reimbursement.

The payment of the services referred to in these particular Conditions of "Road Assistance" configure the Company's obligation, and only in the following cases may the Beneficiary go to third parties to request such services:

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

In these events, the Company may reimburse the amount the Beneficiary may have paid, but in the event of towing services, such reimbursement shall be made pursuant to the applicable rates utilized by the Company.

#### 10.3.3. Medical Transfer.

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

- Name, domicile and telephone number of the place where the Beneficiary is located.

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

#### **10.4. Particular Exclusions of this Coverage.**

**In addition to the provisions of Clause 3rd. Risks not Covered by the Contract, this Coverage shall in no event provide the Assistance Services when:**

- 1. The sinister occurs during business or pleasure trips, within the sixty (60) calendar days following the beginning thereof.**
- 2. The insured vehicle and/or the Policy Holder participate in any kind of races, security, resistance or speed tests, as well as official competitions or exhibitions.**
- 3. The Assistance Services are direct consequence of:**
  - a) War operations deriving from foreign war or civil war, invasion, rebellion insurrection, subversion, terrorism, declarations, demonstrations, strikes, popular movements or any other cause of force majeure, except for the provisions of paragraph b) of section 11.1.10. Hotel Expenses due to Force Majeure of section 11.1 Assistance Services in Trips.**
  - b) Irradiations deriving from the transmutation or nuclear disintegration, from radioactivity or from any type of Accident caused by nuclear fuels.**
- 4. The towing of the Automobile/Pick-up of personal use with injured persons or from potholes or precipices.**
- 5. Maintenance works, revisions, or major repairs of the Automobile/Pick-up of personal use, as well as the repair or assembly of parts previously dismantled by the Policy Holder or a third party**
- 6. Self inflicted injuries, bruises or intentional collisions, as well as the participation of the Policy Holder or its Automobile/Pick-up of personal use in criminal acts.**
- 7. Suicide or attempt thereof by the Policy Holder.**
- 8. Accidents caused by serious fault of the Policy Holder due to his pathological state after intentionally taking or after the administration of drugs, narcotics or use of medicines without prescription or consumption of alcoholic beverages.**

#### **10.5 General Rules.**

##### **a) Moderation.**

The Beneficiary shall not aggravate the effects of Assistance Situations.

##### **b) Cooperation with the Company.**

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



**c) Subrogation.**

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

**d) Persons rendering Assistance Services.**

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

**e) Mitigation.**

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

**11. COVERAGE OF ASSISTANCE SERVICE FOR PERSONAL ACCIDENTS IN TRIP.**

The Company, through the contracting of the coverage, agrees with the Policy Holder to render the Assistance Services for Personal Accidents in a Trip to the Policy Holder and his companions, pursuant to each of the benefits granted in the coverage of Assistance Services for Personal Accidents in Trip, within the Policy of Tourist Vehicles of Personal Use.

**Section I – Medical Services and Assistance in Trips**

**Services:**

The assistance services herein described shall be rendered in the Mexican Republic. The assistance services for Personal Accidents in Trips shall be rendered to foreign residents in quality of Tourists, during the term of the mentioned Policy. The Providers of Medical Services appointed and authorized by the Company shall render the services.

The service attention shall be rendered through the following telephone lines without cost, same that shall be available 24 hours 365 days per year.

National Sinisters Cabin of the Company.

From Mexico city dial: 01 55 5258 2880

Within the Mexican Republic 01 (800) 800 2880 \* 01(800) 288 6700

Assistance benefits that are covered:

**1. Assistance services for Personal Accidents in Trip.**

This coverage protects the payment of medical expenses for concept of hospitalization, medicines, medical attention, nurses, and ambulances, originated by physical injuries suffered by the Policy Holder or any occupant of the vehicle during the term of the policy and within the Mexican Republic outside the insured vehicle. The concepts of the occupant's medical expenses include the following

**a) Hospitalization.-** Foods and hospital room, expenses related with the hospitalization, X rays, laboratory diagnostic procedures executed upon the emergency and in general, drugs and medicines prescribed by a doctor during a hospitalization.

**b) Medical attention.-** The services of doctors and surgeons legally authorized to exercise their professions. The fees of dentists, chiropractors and physiotherapists are excluded.

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



**c) Services for Ground Ambulance.-** If the Beneficiary suffers a Personal Accident provoking injuries or traumas, such that the Medical Team of the Company, in common agreement with the attending doctor, recommend his hospitalization, the Company shall pay for the transfer of the Beneficiary by ground ambulance to the nearest and most adequate hospital, based on the injuries or lesions presented by the Beneficiary.

The Company shall only respond for the expenses incurred by the ambulance services to the Beneficiary for a maximum limit of \$100.00 dollars per event, maximum two events during the term of the Policy.

**Beneficiary:** The Policy Holder and/or the companions of the Tourist Automobile/Pick-up of personal use.

**EXCLUSIONS: In no event, under the terms and conditions of this coverage, the Company shall be in charge of the transfer of the Beneficiary due to sicknesses.**

**d) Ticket for a Family Member's Trip.-** In case of hospitalization of the Beneficiary after a Personal Accident and if his hospitalization is foreseen to last more than 5 (five) calendar days, the Company shall buy a two-way ticket (economy class leaving from the city of the Beneficiary's Permanent Residence) to a person appointed by the Beneficiary, so that this person can travel and accompany him. The Company shall organize and cover the lodging costs of the appointed person up to a maximum of \$60.00 USD per day, during 5 (five) calendar days.

**Beneficiaries:** The Driver and/or the occupants of the Automobile/Pick-up of personal use.

**e) Hotel Expenses for Convalescence.-** In case of a Personal Accident, if on the treating doctor's or the Company's Medical Team judgment, the Beneficiary is prescribed a longer stay after being released from the hospital, the Beneficiary may request the Company to pay his lodging expenses at a hotel chosen by the Beneficiary. This benefit is limited to \$60.00 Dollars per day, with a maximum of five (5) consecutive calendar days per event.

In case the Beneficiary(ies) decide to continue with their trip, it shall be understood that they have waived to this service and the Company shall be released from any future claim or payment.

**EXCLUSIONS: In no event, under the terms and conditions hereof, shall the Company be in charge of the Beneficiary's expenses for food, beverages, purchase or rent of movies, telephone calls, or additional beds.**

**Beneficiaries:** The Driver and/or the occupants of the Automobile/Pick-up of personal use.

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

If as a consequence of the personal accident, the Policy Holder or one of its companions result injured, he (they) shall be sent, at the Company's expense, to one of the doctors, nurses or hospitals with whom the Company has an agreement. In case the Policy Holder chooses to visit a doctor, nurse or hospital with which the Company does not have an agreement, the Company shall reimburse the expenses incurred pursuant to a tabulator of tariffs that the Company pays the doctors, nurses and hospitals with which it does not have an agreement, at any place within the Mexican Republic.

In order for the reimbursement of medical expenses to proceed, it shall be necessary that the Policy Holder shall have notified the Company, directly or through a representative, about the sinister, immediately or within the term provided for in paragraph b), of section 1 of clause 7th Obligations of the Policy Holder hereof, as well as that it delivers to the Company the receipts, invoices evidencing payment and the medical reports corresponding to each one of the attending doctors, previous payment of the copayment.



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

**1.1 Medical Transfer.-** In the event of medical transfers and in order to enable a better intervention of the Company, the Beneficiary or his Representative shall provide:

- Name, domicile and telephone number to locate the Beneficiary.
- The Medical Equipment of the Company or its representatives shall have free access to the medical file and to the Beneficiary to evaluate the conditions in which he is, and if such access is denied, the Beneficiary shall lose the right to the Assistance services.
- In each case, the Medical Equipment of the Company shall decide the most appropriate moment for the transfer and shall determine the date and the means that are most adequate therefor.

**1.2 Maximum limit of liability.**

The maximum limit of liability of the Company in this coverage is \$10,000 USD, in the front page of the policy it shall appear as (covered/included) and it shall operate as a unique and combined limit (U.C.L.) for the different risks covered thereby and for the total of passengers that travel in the vehicle.

**1.3 Copayment.**

It is understood and agreed that any and all sinisters that are subject of indemnification, to request the compliance of the Company's obligations, the Policy Holder shall pay an amount called copayment, being it of 200 Dollars Us cy, or its equivalent in Mexican Currency at the exchange rate of the date of the sinister or the preceding business day, as published by Banco de México.

**1.4 Exclusions to the Coverage of Assistance Services for Personal Accidents in Trip.**

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

**1.4.1. Residents of the Mexican Republic.**

**1.4.2 Injuries of the Beneficiary, Policy Holder and/or Companions suffered as a consequence of a personal accident, while traveling as pilot or passenger in any of the following Vehicles: motorcycle, automobile, van, bus and/or recreational vehicle.**

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

**1.4.4. Pregnancy, delivery or complications thereof.**

**1.4.5. A trip made against medical indications and/or after having received a terminal diagnosis.**

**1.4.6. If the trip is made specifically to receive Hospitalization, treatment or medical advise related to an illness.**

**1.4.7. Injuries for participating in:**

- Professional sports and/or races of any type.
- Air sports.
- Mechanical sports.
- Fighting sports.
- Watersports (except the following beach activities: beach parachute, jet ski, water ski, bananas, windsurfing, surfing, sailing and diving only when a diving license is held and/or under the supervision of trained instructors and duly registered by the local authority, provided that the diving is not greater than 40

(meters).

- Horsemanship (Charrería), bullfighting, horseback riding, alpinism, speleology, rappel and bungee jumping.

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

1.4.9. Injuries suffered by the Beneficiary when traveling as a pilot, mechanic or member of the aircrew that do not pertain to a legally established commercial airline authorized to render regular transportation services to passengers.

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

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

1.4.12. The payment of glasses, contact lenses, prosthesis, hearing aids, as well as their replacement due to loss or damage.

1.4.13. Exams and investigation consultation unless they are carried out during an emergency and they are related to expenses covered by the Contract.

1.4.14. Expenses incurred as a consequence of the Beneficiary not accepting or following the medical indications, recommendations and/or treatments.

1.4.15. Hospital room different from standard.

1.4.16. Additional bed and companion's food.

1.4.17. Orthodontic treatments and aesthetic surgery not related with the personal accident.

1.4.18. The expenses of the general medical exams to evidence the health status, known as CHECK-UP.

1.4.19. The local or long distance calls made from the hospital room.

1.4.20. Body injuries suffered by the Policy Holder and/or companions related with their direct participation in a fight.

1.4.21. The indemnification of any pre-existing sickness or injury, chronic or recurrent, or pathological states that do not relate with the personal accident.

1.4.22. The Personal Accidents that are consequence of the direct participation of the policy holder and/or companions in:

War operations, either deriving from foreign war or civil war, invasion, rebellion, insurrection, subversion, terrorism, revolts, protests, stoppages, popular movements or any other cause of force majeure.

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

#### 1.5. Request of Assistance for Personal Accidents In Trip.

In case there is a situation of Assistance for Personal Accident, the Beneficiary is obligated to the following:

In case an Assistance Situation for Personal Accident arises, and before initiating any action, the Policy Holder shall immediately notify the Company and provide the following information:

- a) Indicate his location and the phone number where the Company can locate the Beneficiary or his Representative, if possible.
- b) His name and number of his insurance policy of the Tourist Automobile/Pick-up of Personal Use.
- c) Detailed description of the problem and type of help that is required.



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

**1.5.1. Impossibility of Notification to the Company.**

The services referred to in this particular Conditions of the “Assistance for Personal Accidents in Trip” constitute the Company’s obligation, and only in emergency cases or the Beneficiary’s impossibility to request them or the Company’s impossibility to render them, such Beneficiary may freely request the services from third parties; in which case, the Company may reimburse the amount the Beneficiary may have spent, but when the services refer to the use of tow-trucks, such reimbursement shall be made pursuant to the applicable tariffs of the Company.

**1.6. General Norms.**

**a) Moderation.**

The Beneficiary is obligated to not aggravate the effects of Assistance Situations.

**b) Cooperation with the Company.**

The Beneficiary shall cooperate with the Company to enable the recovery of the payments made in the different interventions, providing the necessary documents, helping the Company and at its expense, complete the necessary formalities.

**c) Subrogation.**

The Company shall subrogate, up to the limit of the expenses incurred and the amounts paid to the Beneficiary, in the rights and actions corresponding to the Beneficiary against any responsible parties that may have caused the rendering of the assistance services.

**d) Persons rendering the Assistance Services.**

The persons or entities rendering the assistance services for Accidents in Trip are independent contractors, by reason of which the Company shall not be responsible for the rendering of such services pursuant to the provisions established in these particular Conditions of “Assistance services for Personal Accidents in Trip”; shall not be responsible for the deficiencies incurred by such person or entities; however, the Company undertakes to immediately intervene to correct such deficiencies and adequately satisfy the clients.

**e) Mitigation.**

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

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

**A. Touristic Information.** The Company shall provide information related with:

- Museum hours in some cities of Mexico.
- Vaccine and visa requirements in other countries.
- Weather in the Mexican Republic.

**B. Travel Information.** The Company shall provide tourist information by phone, such as:

- Weather
- Exchange rate
- Principal Holidays
- Tourist Attractions in some cities of Mexico
- Shopping centers in some cities of Mexico
- Hotels and Restaurants in some cities of Mexico
- Museums and Galleries in some cities of Mexico
- Night Centers in some cities of Mexico



**C. Information of the US state travel advisory department.** Upon request of the Beneficiary, the Company shall send to the Beneficiary, by phone, email or fax, the information provided by the Department of State of the United States, regarding travel alerts, public announcements and consular information, during their trip within the Mexican Republic.

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

**E. Urgent Communication Service.** In case of a medical emergency situation, upon request of the Beneficiary, the Company shall inform the relatives, doctor or company in which the Beneficiary works at, on his medical status. The Company shall pay the cost of these communications. In no case shall the Company be responsible for the content, reliability and form of the information being transmitted.

**F. Coordination to report lost documents.** In case of loss or theft of luggage and licit personal articles of the Beneficiary, the Company shall advise him to report the facts.

If the objects were recovered, the Company shall be responsible to send them to the place where the Beneficiary is located or until his permanent residence, being subject to the terms and conditions of the specialized messenger services hired by the Company, the additional charges (taxes, fines, etc.) shall be covered by the Beneficiary.

**G. Emergency Travel Agency.** Upon request of the Beneficiary and at his expense, the Company shall coordinate the reservation of flights within the Mexican Republic.

**H. Translation Service.** In case of accident of the Beneficiary, and upon his request, the Company shall provide emergency translation to enable the communication between the Beneficiary and his companions and the providers of legal, medical or other type of assistance.

**I. Location of luggage and personal articles.** In case of theft or loss of luggage or personal articles of the Beneficiary, the Company shall advise him in the report of the facts and shall help in its location. If the objects were recovered, the Company shall be responsible to send them to the place where the Beneficiary is located or to his permanent residence.

## **12. COVERAGE'S EXTENSION.**

The Company extends to the Policy Holder or Habitual Driver, if applicable, the following coverages, if they have been contracted pursuant to the front page of the policy:

1. Civil Liability for Damages to Third Parties.
2. Legal Expenses.
3. Occupant's Medical Expenses, and
4. Qualitas Road Assistance

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

The Company shall extend the coverages 3. Civil Liability to Third Parties and 8. Legal Expenses, to the first Policy Holder (individual) or in case of a corporation to the Habitual Driver described in the front page of the policy, when he drives an automobile different than the one insured, provided that it has the same characteristics of the insured vehicle, same which are indicated in the front page of the policy, and when as a consequence of the use thereof he causes physical injuries or death to third parties and/or material damages to third parties in their assets.

These coverages shall only cover another Automobile and a Pick-up of personal use.

## **Maximum Limit of Liability.**

The maximum limit of liability of the Company is established in the front page of the policy under title 3. Civil Liability for Damages to Third Parties and it operates as the unique and combined limit (U.C.L.) for the different risks covered by such title, while for Coverage 8. Legal Expenses, such limit is mentioned in the description thereof.



**Copayment.**

This Coverage operates with or without the application of a copayment if the Policy Holder has chosen this alternative upon contracting. If copayment is contracted, the amount thereof shall be mentioned in the front page of the policy, Coverage 3. Civil Liability for Damages to Third Parties, expressed in minimum daily wages in force in the Federal District.

**Exclusions.**

**In addition to the provisions of Coverage 3rd. Risks not covered by the Contract, this insurance shall in no event cover:**

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

**POLICY HOLDER'S MEDICAL EXPENSES.**

The Company shall extend Coverage 9. Occupant's Medical Expenses, specifically the concepts mentioned in paragraphs a, b, c and d thereof, to the first holder or habitual driver indicated in the contracted policy, when he drives a vehicle different than the one insured, provided it is given the same use as the insured vehicle, as indicated in the front page of the policy, and when as a consequence of a traffic accident, he suffers physical injuries, and provided he is inside the compartment, stall or cabin destined to the transportation of persons.

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

**Limit of Liability.**

The maximum limit of liability of the Company in this coverage is established in the front page of the policy under paragraph 5. Occupant's Medical Expenses and operates as a unique and combined limit (U.C.L.) for the different risks covered by such section.

**PARTICULAR EXCLUSIONS TO THE EXTENSION OF MEDICAL EXPENSES.**

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

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

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



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**ROAD ASSISTANCE EXTENSION TO THE POLICY HOLDER.**

The Company shall extend the Coverage 11. Qualitas Road Assistance at Assistance in Trip only to the Policy Holder when he drives another vehicle different than the insured vehicle, provided it has the same use and service characteristics, same that are indicted in the front page of the policy.

The previous benefits shall be subject to the particular conditions, terms and exclusions of the Coverage 11th Qualitas Road Assistance.

**13. TRANSPORTATION EXPENSES DUE TO THE INSURED VEHICLES' TOTAL LOSS.**

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

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

For the granting of the lease service of a compact car it is necessary that the Company accepts and declares the total loss due to Material Damages or Total Theft of the insured vehicle.

**Policy Holder's Obligations.**

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

1. The Policy Holder shall deliver to the Company the documentation evidencing the vehicle's ownership, as well as its legal stay in the country, if applicable.
2. For the case of total Theft, he shall also deliver copy of the report filed with the Public Prosecutor.

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

1. Have a current driver's license.
2. Sign the lease agreement with the lessor indicated by the Company.
3. Return the leased vehicle at the same place and in the same conditions as it was delivered, as well as on the date indicated pursuant to the terms set forth in the coverage's conditions.
4. In case the Company indemnifies the Policy Holder for Total Loss or Total Theft of the vehicle before the maximum term for which the leased vehicle was leased, the Policy Holder shall return such leased automobile upon receiving the indemnification at the facilities that the Company may indicate. In case the Company, through the lessor, cannot deliver a leased vehicle, the insured sum indicated in the front page of the policy shall be paid to pay transportation expenses, in which case the Policy Holder shall comply with the obligations mentioned in paragraph A) of this clause. In case the Policy Holder chooses to lease an automobile and it is delivered for his use, no payment of the insured sum indicated in the front page of the policy for this coverage shall be made.

**13.1 Maximum Limit of Liability.**

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

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

**13.2 Copayment.**

This Coverage operates without the application of a copayment.

### **13.3 Exclusions.**

No transportation expenses shall be paid when upon request of the Policy Holder payment of the damages suffered by the vehicle is made to the Policy Holder and the unit is delivered in the conditions in which it was found.

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

- a) Fuel or lubricants, consumed within the automobile's lease period.
- b) Sanctions of any kind imposed by the authorities.
- c) Any damage that does not exceed the copayment of the insurance or the partial theft of accessories of the leased automobile.
- d) Optional insurance of the vehicle and its copayment in the risks of Material Damages and Total Theft.
- e) Additional days not included in this coverage.
- f) The reimbursement of expenses incurred by the Policy Holder in the event the Company, through the Lessor, cannot deliver the leased vehicle and the Policy Holder has contacted another lessor not indicated by the Company.

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

1. The damages that the vehicle may suffer or cause as a consequence of:
  - a) Giving another use or service different than the one indicated in the policy that implies an aggravation of the risk.
  - b) Using it for purposes of teaching or driving or functioning instruction.
  - c) Participating directly or indirectly with the vehicle in races or security, resistance or speed tests.
  - d) Vehicle's Armor.
  - e) Civil Liability for Damages to Third Parties in their assets or persons that may be caused when an adaptation exceeds the measurements allowed by applicable law and/or by the manufacturer's specifications.

### **2. Vehicles with Daily Lease use.**

### **3. Towing of Trailers and Boats.**

The trailers and boats shall be insured if their characteristics are expressly included in the front page of the policy, as well as insured sum and applicable premium.

The trailers and boats are covered against the same risks of Coverage 1 and/or Coverage 2 and/or Coverage 3 that may have been contracted in the policy for the vehicle towing them, provided that the trailer is attached to the vehicle in movement or parked and for the same period. The trailers or boats are subject to a copayment per unit applicable only in coverages 1 and/or 2.

The boats are covered while they remain in ground in a trailer, ceasing the Company's responsibilities when they are separated from the insured vehicle, as well as the damages suffered or caused by the boat during loading and unloading maneuvers in trailer or platform.

**CLAUSE 3RD. RISKS NOT COVERED BY THE CONTRACT.**

This insurance shall in no event include:

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

2. Any indirect damage or loss suffered by the Policy Holder, including the prevention of use of the insured vehicle, or expense, including tow trucks, except for the provisions mentioned in paragraph 7 of Clause 6<sup>th</sup> Conditions Applicable to Indemnification.

3. Terrorism. The material damages or losses deriving from direct or indirect acts that with a mediate or immediate origin are the result of the use of explosives, toxic substances, weapons, or by any other means, against persons, assets or public services, and that against the threat or probability of repeating themselves they produce alarm, fear or anxiety in the population or a group or sector thereof, are excluded. It also excludes losses, damages, costs and expenses of any nature, directly or indirectly caused by or resulting from, or in connection with, any action taken to control, prevent or suppress any act of terrorism.

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

5. The damage suffered or caused by the insured vehicle is excluded when it occurs in any of the following events:

a) When it is driven by a person that does not have a driver's license issued by competent authority of the country in which the unit is registered, pursuant to the law, provided that this fact may have influenced in the occurrence of the sinister.

b) When it is driven by a person under the influence of alcohol or non-prescribed drugs.

c) When the license is not of the adequate type (tonnage) to drive the insured vehicle.

The foregoing, unless the Driver may be accused of recklessness, negligence or fault in the occurrence of the risk.

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



7. Breakage, mechanical breakdown or lack of resistance or functioning of any piece of the vehicle as a consequence of its use, unless they may have been caused by any of the protected risks.
8. Damages or losses suffered due to the natural wear out of the vehicle or parts thereof, the depreciation in its value, as well as material damages suffered by the vehicle and that may be caused by its own load, unless they may be caused by any of the protected risks.
9. The assistance that the Policy Holder may give for actions suffered by occupants of the insured vehicle from which there result obligations in matters of civil or criminal liability or professional risks.
10. Any type of fraud.
11. Damages suffered or caused by the insured vehicle for risks not included in this agreement.
12. The Company shall not be responsible for the payment of pension or stay in car pounds or parking lots.
13. Damage to the motor caused by damages in the low parts of the insured vehicle or to the motor's cooling system, provided that the driver had not stopped and shut down the vehicle and this had been the cause of such damages, as well as caused by other causes different than the ones mentioned in the Coverage of Material Damages.
14. Damages or theft deriving from Extortion or Kidnapping.
15. Moral damage for vehicles of public transportation of passengers.

#### **CLAUSE 4TH. PREMIUM AND PAYMENT OBLIGATIONS.**

The premium expires on the date of execution of the contract and its payment shall be made against delivery of the receipt issued by the Company or by consignment of the evidence seal in the front page of the policy, as applicable. 10.00 US. DLLS shall be charged as issuance expenses.

#### **Place of Payment.**

The agreed premiums shall be paid at the Company's offices or at banking institutions appointed thereby.

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

#### **Termination of the Contract's Effects.**

If the premium or a part thereof had not been paid within the agreed term, the Contract's effects shall cease at 12.00 hrs. of the last day of such term.

#### **Commissions.**

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

#### **CLAUSE 5TH. INSURED SUMS AND LIMITS OF LIABILITY.**

It is the Maximum Limit of Liability that the Company shall pay in each coverage for each risk covered under this Contract, same that is specified in the front page of this Policy under the concept Maximum Limit of Liability.

In partial losses, the Company's liability shall not exceed the real value of the damage caused on the date of the sinister to the pieces of the insured vehicle, plus the cost of their installation. The labor cost of repairs, as well as of spare parts shall be paid pursuant to the costs applicable in the Mexican Republic.

When the commercial value has been agreed as the maximum limit of indemnification in the event of total loss of the vehicle affecting the coverages of Material Damages or Total Theft, the insured sum shall be determined pursuant to the Commercial Value that the vehicle has upon occurrence of the sinister, pursuant to the average resulting from the value indicated in the N.A.D.A. Guides (Official Older Used Car Guide) and Kelley Blue Book, Auto Market Report published by Kelley Blue Book Co. of California, EUA, as well as the Guides of Canada. Such values represent the maximum limit of liability of the Company, applying the provisions of Clause 6th Conditions Applicable to Indemnification of these general conditions.

In both cases, the guides that are in force on the date of the sinister shall be applied.

In the case of rescue vehicles, the maximum limit of liability of the Company shall be the value of the unit that had not been previously declared as rescue upon occurrence of the sinister, less a depreciation of 25%. It is the Policy Holder's obligation to declare before the Company, upon acquiring his policy for tourist vehicles, that the vehicles are for rescue, if applicable.

**Reinstallation of Insured Sums.**

The insured sums of coverages Material Damages, Total Theft, Civil Liability for Damages to Third Parties, Occupants Medical Expenses, Passenger Civil Liability, Legal Expenses and Driver's Medical Expenses, that may have been contracted in the policy, shall be reinstalled automatically when they have been reduced due to the payment of any indemnification made by the Company during the term of the policy.

For the event of the other coverages, all indemnification that the Company may pay shall reduce in equal quantity its liability, and it may be reinstalled upon request of the Policy Holder and prior acceptance from the Company, in which case, the Policy Holder shall pay the corresponding premium.

**CLAUSE 6TH. APPLICABLE INDEMNIFICATION CONDITIONS.**

1. If the Policy Holder has complied with the obligation provided for in Clause 7th. paragraph 1, section b) (Sinister Notice) and if the insured vehicle is free from any detention, attachment, confiscation or other similar situation produced by order of the legally recognized authorities as a consequence of their functions, once the insured vehicle has entered into the service center it might correspond, the Company shall have the obligation to promptly initiate the valuation of damages.

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

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

3. Once the valuation has been finished and its responsibility has been recognized, notwithstanding the provisions of Article 71 of the Law of the Insurance Contract, same which is transcribed in clause 17<sup>th</sup> of this contract, the Company may decide to indemnify in cash the Policy Holder with the amount of the valuation of damages suffered as to the date of the sinister.

When the Company chooses to indemnify for the damages in partial losses that do not exceed 75% of the insured sum in the event of load vehicles, and 65% of the insured sum in any other type of vehicle,



the payment shall comprise the invoice value of the spare parts and the workforce plus the applicable taxes based on the valuation prepared and/or authorized by the Company, maintaining the Policy Holder the ownership of the vehicle and in no case shall this payment exceed from these percentages in connection with the maximum limit of liability for the Coverage of Material Damages. If the Policy Holder chooses for the payment of total loss, the Company, previous valuation of the damages, indemnification thereof and payment for the acquisition of the rescue, shall acquire the ownership of the insured vehicle.

**3.1. Applicable Conditions in case of Indemnification.**

When the Company chooses to indemnify, it shall expressly notify the Policy Holder or the Beneficiary, who may choose any of the following alternatives:

a) Receive the indemnification in cash for the damages suffered and included in the sinister's claim that are payable pursuant to the valuation carried out by the Company and pursuant to the criteria established in Clause 5th. Insured Sums and Limits of Liability.

b) That the Company carries out the payment pursuant to the valuation directly to the service provider that the Policy Holder or Beneficiary may have chosen, from within the agencies or workshops with which the Company has direct payment agreements for such purposes and that are available in the nearest place to the accident. In this case, the Company shall notify the Policy Holder or Beneficiary the basis on which it can select the service provider, being the Company obligated to follow-up on the repair, and being this agency or workshop responsible to comply with the warranties of quality and service, regarding the spare parts and workforce for the vehicle's repair.

The time that it takes to carry out the repair shall depend on the existence of spare parts, as well as on the performance of the necessary works, the workforce and painting, being the Company obligated to inform the Policy Holder, through the workshop, agency or its representative, about the advances of the process of repair, providing a maximum delivery according to the following table:

INTENDED USE OF THE POLICY	MAXIMUM DELIVERY
PERSONAL USE	20 Business days beginning from the date when the injured has delivered the vehicle to the company or the repair center
LOAD FREIGHT USE	40 Business days beginning from the date when the injured has delivered the vehicle to the company or the repair center
PUBLIC TRANSPORTATION USE	40 Business days beginning from the date when the injured has delivered the vehicle to the company or the repair center

These limits may be extended ten (10) business days if there are unfavorable conditions in the supply of parts and verifiable damaged components. If this dead line expires and there more no spare parts available due to a shortage, the period would extend until the spare sports needs for the repair are available. In this case, the Company shall inform to the Insured about any changes in the delivery of the insured vehicle.

The availability of the spare parts is subject to the existence thereof at the Manufacturer, Importer and/or Seller, by reason of which the Company shall not be obligated to locate them in case of general shortage.

The warranty of repair shall be subject to the one offered by the Manufacturer, Importer or Seller of the spare parts, as well as to the ones provided for by the workshop or agency in regards to labour.

In case of controversy Clause 16th Experts' Report of this Contract shall apply.

**3.2. Applicable Conditions for the Depreciation of Spare Parts and Parts.**

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

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

**3.4.1 Motor and Transmission**

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

**Automobiles and Vans of Personal Use and Public Transportation of Passengers Service Vehicles.**

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

The maximum depreciation shall be of 80%.

**Load Vehicles**

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

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

**3.4.2 Battery.**

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

**Automobiles and Vans of Personal Use**

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

**Load Vehicles**

Months of Use	Depreciation
0 to 12 months	15%
13 to 24 months	40%
25 to 36 months	65%
37 to 48 months	90%

**Public Transportation of Passengers Service Vehicles**

Months of Use	Depreciation
0 to 12 months	25%
13 to 24 months	50%
25 to 36 months	75%
more than 36 months	90%

**3.4.3 Tires.**

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

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

**Vehicles in excess of 3 ½ tons**

The value of the depth in the center of its bearing track shall be considered from the fabrication specifications of the tire as 100%; upon occurrence of the sinister the tire's wear and tear shall be measured with a tool that measures depths, such as: Depth gauges, Vernier, graduated rulers, etc.; the value that results in millimeters shall be reduced from the original obtaining the % of wear and tear and therefore, the depreciation to be applied.

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

4. When the cost of repair of the damage suffered by the vehicle exceeds 50% of the insured sum that such vehicle may have immediately prior to the sinister, upon the Policy Holder's request it shall be considered as a total loss. Except otherwise agreed, if the mentioned cost exceeds 75% of this value for load vehicles and 65% for any other type of vehicles, it shall always be considered to be a total loss, by reason of which previous valuation of the damages, indemnification thereof and payment for the acquisition of the rescue, the transfer of ownership to the Company shall legally proceed. In case of vehicles previously invoiced by an insurance company as a previous total loss, except in the cases where the Policy Holder had indicated this fact in the policy's application in the section for the Company's knowledge, where payment shall be made pursuant to the provisions of Clause 5th. Insured Sums and Limits of Liability.

5. The intervention of the Company in the valuation or any assistance that the Company or its Representatives provide to the Policy Holder or third parties, shall not imply acceptance by the Company of any responsibility related with the sinister.

6. For the promptly compliance of Article 71 of the Law of Insurance Contract, it shall be understood that the Policy Holder has complied with its obligation, upon delivering to the Company the documentation that is specified for each case in the instructions that will be delivered jointly with the policy and that form part thereof.

**7. Transfer Expenses.**

In case of a sinister requiring indemnification pursuant to the terms of the policy, that may affect any of the coverages of material damages or total theft, the Company shall be in charge of the maneuvers to put the insured vehicle in transfer conditions, as well as the costs it might imply. If the Policy Holder chooses to transfer the vehicle to a different place than the one suggested by the Company, it shall only respond for this concept up to the amount equivalent to 30 days of minimum daily wage in force in the Federal District on the date of the sinister.

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

**8. Moratorium Interest.**

If the Company does not comply with its obligation of payment within the thirty (30) days following the date on which it may have received all the documentation and information requested thereby so it can have full knowledge of the claim's basis, it shall pay a moratorium interest calculated pursuant to article 276 of the Ley de Instituciones de Seguros y de Fianzas, same that is transcribed in clause 17<sup>th</sup> of this contract.

**CLAUSE 7TH. POLICY HOLDER'S OBLIGATIONS.**

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

**a) Precautions:**

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

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

**b) Notice of Sinister:**

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

**c) Notice to the Authorities:**

Submit formal claim or lawsuit, evidence ownership of the vehicle and, if applicable, the legal stay in the Country before the competent authorities, when there is a robbery or other criminal act that is subject of a claim under this policy and shall cooperate with the Company to obtain the recovery of the vehicle, of the amount of the suffered damage and until the conclusion of the legal issue.

**d) Claim Notice:**

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

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



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

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

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

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

Any help that the Company or its representative provide to the Policy Holder or third parties shall not be interpreted as an acceptance of the claim's merits.

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

Likewise, the Policy Holder and/or Beneficiary undertake to deliver to the Company all kinds of information required thereby in connection with the acts related with the sinister and by which the circumstances of its occurrence and the consequences thereof may be determined (article 69 of the Law of Insurance Contract).

**f) Transfer of Ownership and Documentation.**

1. In case the vehicle described in the policy of this contract, as a consequence of a sinister is considered a total loss or total theft, based on this Contract, the Policy Holder or Beneficiary shall deliver to the la Company, before the payment of any insured sum, the following:

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

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

II. Transfer without reserve or limitation to Quálitas Company de Seguros, S.A. de C. V. the ownership of the vehicle by endorsing the property title:

III. Additionally, a certified copy of the claim or lawsuit and evidence of the vehicle's ownership before the authority, the documentation evidencing the legal stay of the insured vehicle in the country, if applicable, original notice given to the Preventive Federal Police, release of the vehicle in possession shall be delivered.

**2. Obligation to communicate the existence of other insurances.**

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

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

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

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

Likewise, when the Company pays on behalf of the policy holder the indemnification that shall be paid to a third party due to a damage foreseen in this contract, and it evidences that the contractor incurred in omissions or false declarations on the facts referred to in articles 8<sup>o</sup>, 9<sup>o</sup>, 10 and 70 of the Law of Insurance Contract or in the essential risk aggravation in terms of articles 52 and 53 thereof, it shall be entitled to request directly from the contractor the reimbursement of the paid amount.

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

**CLAUSE 8TH. TERRITORIALITY.**

The coverages provided for in this policy shall only apply to accidents occurred within the Mexican Republic.

**CLAUSE 9TH. RESCUE TEAMS AND RECOVERIES.**

In case the Company pays any indemnity, either due to partial or total loss, it shall have the right to dispose of the rescued parts in the proportion it might correspond to it of any recovery, with the exception of the Special Equipment that might be insured. Based on the fact that the part belonging to the Policy Holder is in concept of copayment, the amount of the recovery shall be applied in first place to cover the part that the Company may have paid and the remainder, if any, shall correspond to the Policy Holder.

For this purpose, the Company shall notify in writing to the Policy Holder of any recovery from which a part might correspond to it. If the Policy Holder omits to declare to the Company that the vehicle was acquired as a Rescue, the Company shall be subject to Clause 5th Insured Sums and Limits of Liability.

**CLAUSE 10TH. LOSS OF THE RIGHT TO BE INDEMNIFIED.**

**The Company's obligations shall be extinguished:**

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

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

**3. If it is evidenced that the Policy Holder, Driver, Beneficiary or their Representatives, with the purpose of leading it to an error, do not provide in a timely manner with the information requested by the Company about facts related to the sinister, by which circumstance of its occurrence or consequences thereof may be determined.**

**CLAUSE 11TH. EARLY TERMINATION OF THE AGREEMENT.**

**The parties expressly agree that this agreement may be early terminated by written notice, being the Company obligated to return the part of the non-accrued premium.**



When the Company terminates the Contract, it shall notify it in writing to the Policy Holder, having to return to the Policy Holder the non-accrued premium on the date of the notice, at the latest, and without this requirement, the notice shall not be considered as given. The termination of the Insurance shall produce effects fifteen days after the corresponding notice has been given.

In all cases the devolution made by the Company shall comprise the net non-accrued premium less the corresponding acquisition and administration expense.

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

**CLAUSE 12TH. PRESCRIPTION.**

All actions deriving hereunder shall prescribe in two years counted in terms of Article 81 of the Law of Insurance Contract, since the date of the fact that originated them, except in the cases provided for in Article 82 of the same law, both of them transcribed in clause 17<sup>th</sup> of this contract.

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

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

**CLAUSE 13TH. COMPETENCE.**

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

**CLAUSE 14TH. SUBROGATION.**

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

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

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

**CLAUSE 15TH. ACCEPTANCE OF THE CONTRACT (ART. 25 OF THE LAW OF INSURANCE CONTRACT).**

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

**CLAUSE 16TH. EXPERTS' REPORT.**

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

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

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

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

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

#### CLAUSE 17TH. TRANSCRIPTION OF MENTIONED ARTICLES.

**Article 47 of the Law of Insurance Contract.** "Any omission or inaccurate statement of facts referred to in articles 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> of this law shall entitle the insurance company to consider the contract terminated *ipso jure*, even though it has not influenced the occurrence of the sinister.

**Article 48 of the Law of Insurance Contract.** "The insurance company shall irrevocably communicate to the policy holder or the beneficiaries the termination of the contract within the 30 calendar days following the date on which the company has knowledge of the omission or inaccurate statement."

**Article 52 of the Law of Insurance Contract.** "The policy holder shall communicate to the insurance company the risk's essential aggravations during the term of the insurance, within the 24 hours following the time on which he has knowledge thereof. If the policy holder fails to notify or if he provokes a risk's essential aggravation, the obligations of the company thereafter shall immediately terminate."

**Article 53 of the Law of Insurance Contract.** "For purposes of the preceding article, it shall always be assumed:

I. That the aggravation is essential when it refers to an important fact for the appreciation of a risk in such a manner that the company would have contracted different conditions if upon execution of the contract it would have known a similar aggravation."

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

**Article 70 of the Law of Insurance Contract.** "The obligations of the company shall terminate if it evidences that the Policy Holder, its Beneficiary or the representative of both, with the purpose of inducing it into an error, conceals or inaccurately state facts that would exclude or could restrict such obligations."

**Article 71 of the Law of Insurance Contract.** "The credit resulting from the insurance contract shall terminate 30 days after the date on which the company receives the documents and information that enable it to acknowledge the basis of the claim.

The clause by which the parties agree that the credit can not be extinguished until after it being recognized by the company or evidenced in judgment shall be null."

**Article 81 of the Law of Insurance Contract.** “All actions deriving from an insurance contract for a term shall prescribe of two years counted from the date of the event that originated them.”

**Article 82 of the Law of Insurance Contract.** “The term referred to in the preceding article shall not apply in case of omission, false or inaccurate statements regarding the occurred risk, but since the date on which the company has knowledge thereof, and in the case of the occurrence of a sinister, since the date on which it is known by the interested parties, who shall evidence that they ignored its occurrence until that date.

In the case of third beneficiaries it shall additionally be required that they have knowledge of the right to which they are entitled.”

**CLAUSE 18TH. LANGUAGE.**

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

**GLOSSARY OF TERMS APPLICABLE TO COVERAGE 11TH. QUÁLITAS ROAD ASSISTANCE.**

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

**1. Automobile/Pick-up:** Motorized four wheel two axle vehicle, of 2.5 (two and a half) tons of weight maximum, of personal use and service that has a policy of “Insurance of Tourist Vehicles”, valid and in force issued by QUÁLITAS.

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

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

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

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

**6. Driver:** Any individual or in the case of corporations, the habitual driver of the Insured Automobile/Pick-up of personal use, provided it is at least 16 years old and has a license or official permit to drive the Automobile/Pick-up of personal use, upon the occurrence of the Traffic Accident.

In the event of vehicles of public transportation of passengers, it shall be any Individual older than 18 years, having a license issued by the competent authority and of the type (license plates and use) to drive the insured vehicle upon occurrence of the Traffic Accident.

**7. Group of Doctors:** The group of doctors and assistants rendering Assistance Services to the Beneficiary.

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

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

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

**10. Representative:** Any person, accompanying the Beneficiary or not carrying out any procedure to obtain the Assistance Services.

**11. Assistance Services:** The services obtained by the Company for the Insured Automobile/Pick-up of personal use and the Beneficiaries, pursuant to the particular Conditions of the “Qualitas Road Assistance” Coverage, for Assistance Situation cases.

**12. Assistance Situation:** Any Traffic Accident or Breakage occurred to the Automobile/Pick-up of personal use under the terms and with the limitations established in the particular Conditions of the



## Condiciones Generales de Seguro sobre Automóviles Turistas

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“Qualitas Road Assistance” Coverage, as well as in the other described situations that give the right to obtain Assistance Services

**13. Policy Holder:** The individual or corporation whose name appears in the front page of the Insurance Policy of Tourist Vehicles.

### UNE

Unidad Especializada de Atención a Usuarios (UNE) Domicilio Boulevard Adolfo López Mateos no. 2601, Colonia Progreso Tizapan, Delegación Alvaro Obregón, México, CDMX, Código Postal 01080, horario de atención de Lunes a Viernes de 9:00 a.m. a 18:00 p.m., teléfono 01 (55) 5481 8500, correo electrónico [uauf@qualitas.com.mx](mailto:uauf@qualitas.com.mx)”

### CONDUSEF

Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros (CONDUSEF), Avenida Insurgentes Sur #762, Colonia del Valle, México, CDMX, C.P. 03100. Teléfono (55) 5340 0999 y (01 800) 999 80 80. Página Web [www.condusef.gob.mx](http://www.condusef.gob.mx) ; correo electrónico [asesoria@condusef.gob.mx](mailto:asesoria@condusef.gob.mx).

**Abbreviations meaning query on our Web page [www.qualitas.com.mx](http://www.qualitas.com.mx)**

In compliance with Article 202 of the Law of Insurance Institutions and Surety, the contractual documentation and Technical Note comprising this insurance product were registered with the National Commission of Insurance and Bonds from Dec 18, 2015, with the number CNSF-S0046-0486-2015 and from June 2th., 2016 for the unregistering RESP-S0046-0149-2016.



### SPECIAL CLAUSE. DOCUMENT DELIVERY.

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

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

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

In all cases the insured or the contracting party can consulte and print the general conditions and model of clauses which correspond to the insurance contracted, by logging to the web page [www.qualitas.com.mx](http://www.qualitas.com.mx)

If the insured or the contracting party for any reason, do not or cannot receive the documents referred in the above paragraphs during the following 30 days after the contracting , will have to go to the offices of Qualitas, Compañía de Seguros, s.a. de c.v. or telephone the call centre of the insurance company at 01 800 800 2021, so that he can be informed according to the addres the location of the place he needs to go to pick the policy declaration page and all the documents related to the insurance contracted.

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

The insured or contracting party can request the cancellation of the insurance policy, or the non automatic renewal thru the service provider who contracted the insurance, or by Qualitas, Compañía de Seguros, s.a. de c.v., as applies in a term of 24 (twenty four) hours to 10 (ten) working days following the request, the service provider will request the insureds or contracting party's signature as proof of having received the corresponding endorsement or telephone the company's call center at 01 800 800 2021, to receive counseling.

The phone numbers for claims assistance are: 01 800 800 28 80, 01 800 288 6700.

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

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



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**GENERAL CLAUSE. PRIVACY NOTICE.**

QUÁLITAS, COMPAÑÍA DE SEGUROS, S.A. DE C.V. (hereinafter Quálitas), with domicile at Avenida San Jerónimo number 478, Col. Jardines del Pedregal, Delegación Álvaro Obregón, México, D.F., C.P. 01900, hereby informs that your Personal Data (Identification Data, Labor Information, Academic Information, Transit and Immigration Information, as well as Information on Administrative Procedures followed as legal proceedings, judicial or jurisdictional), Patrimonial Information, Financial Information and Sensible Information (health information, personal and physical and genre information), that may be obtained, shall be used for the purposes indicated in this Privacy Notice.

**I. PRIMARY PURPOSES OF THE TREATMENT**

The above mentioned Personal Data, even the sensible data, provided by you through an insurance petition, questionnaires, through third parties authorized by Quálitas, by electronic, optical, hearing, visual or other type of means or technology, as well as those provided based on the legal relationship we have with you or that we may have with you, shall be handled for all purposes related with such relationship and may be:

- Clients (Proposed, requesting, contracting, insured, trustors, trust's beneficiaries, and providers of resources), whose purposes are:  
The evaluation of their insurance request and risks selection, if applicable, the issuance of the insurance contract, the sinister's claim procedures, administration, maintenance or renewal of the insurance policy, the making of payments, the prevention of frauds and illicit operations, studies and statistics, as well as for all purposes related with the compliance of our obligations pursuant to the provisions of the Law of the Insurance Contract and the applicable laws.
- Providers of goods and/or services, Intermediaries and Insurance Agents, whose purposes are:  
The realization of payments, compliance of tax obligations, as well as for all the purposes related with our contractual relationship.
- Employees and candidates to vacancies, whose purposes are:  
The selection, recruiting, employment bureau, training, references verification, socio-economical visits, development, payments of labor benefits and compliance of tax obligations, as well as for all purposes related with the labor relationship.

**II. TRANSFERENCES**

The information referred to in this notice may be transferred to:

- Competent authorities with the purpose of complying with the provisions of the Ley de Instituciones de Seguros y de Fianzas.
- Mexican judicial authorities with the purpose of giving compliance to notices, requirements, or judicial official documents.
- Mexican financial authorities with the purpose of giving compliance to the obligations deriving from international laws or treaties as insurance institutions, tax obligations, as well as compliance of the notices or official requirements.
- IMSS, with the purpose of giving compliance to the obligations contained in the social security laws.
- Institutions, organizations or entities of the insurance sector, corporations or associations for purposes of fraud prevention, illicit operations and risks selection.

In case we make any additional transfer that requires your express consent, the same will be previously obtained.

**For the employees and candidates to vacancies**, the Holder of the Personal Information shall indicate with an X inside the box hereinbelow, in case he doesn't authorize, that his information be





transferred to the employment bureau of another institution, with the purpose of having them study his profile and eventually hiring him.

### III. MECHANISMS TO REQUEST THE EXERCISE OF THE ARC RIGHTS AND REVOCATION OF CONSENT

You may request from the Department of Personal Data of Quálitas, the Access, Rectification, Cancellation and Opposition to the treatment of your Personal Data, as well as the limitation of its use and revocation of consent in written form in the domicile mentioned in paragraph V of this Notice to the email [datospersonales@qualitas.com.mx](mailto:datospersonales@qualitas.com.mx), pursuant to the Procedures Policies that are available in the webpage [www.qualitas.com.mx](http://www.qualitas.com.mx) in the Privacy Notice section. In the mentioned Policies you will also find the type of answers to the different applications, depending on the content thereof.

In addition to exercising your rights of Revocation or ARCO, you may limit the use or divulgation of your personal data through the recordation thereof with the Public Registry of Person Users (REUS).

### IV. COOKIES

Cookies are brief information that the internet portal sends to your computer, same which is stored in the hard disc. Therefore, the next time you enter our portal, we can use the stored information in the cookie to facilitate the use of our website, such as storing the password so that it is entered each time you navigate in the different sections of our internet portal. A cookie does not allow any knowledge of your personal identity, unless you expressly choose to provide it to us. Most cookies expire after a determined amount of time, or else may be deleted with you choose. Likewise, you can make your navigator indicate you when it receives a cookie, so that you can accept it or reject it.

### V. DATA FROM THE AREA OF PERSONAL INFORMATION

The Holder of the Personal Information may contact the Personal Information area to answer questions or comments regarding your procedure(s), through the following means:

- Email: [datospersonales@qualitas.com.mx](mailto:datospersonales@qualitas.com.mx).
- Writ addressed to the Personal Information Department with domicile at Avenida San Jerónimo number 478, Col. Jardines del Pedregal, Delegación Álvaro Obregón, México, D.F., C.P. 01900.
- Attention is provided from 9:00 to 14:00 hours.

### VI. MEANS THROUGH WHICH THE PRIVACY NOTICE AND AMENDMENTS THERETO ARE AVAILABLE TO YOU

Quálitas may amend at any time this Privacy Notice, by posting it in its website [www.qualitas.com.mx](http://www.qualitas.com.mx), by reason of which we recommend that you periodically visit it, or else, Quálitas may send a communication to the Holder of Personal Information by electronic means or any other means.

In compliance with Article 202 of the Law of Insurance Institutions and Surety, the contractual documentation and Technical Note comprising this insurance product were registered with the National Commission of Insurance and Bonds from Jun 6th, 2014, with the number CGEN-S0046-0090-2014.

## **Qualitas Insurance Company, S.A.B. DE C.V. VIP (Special and Optional Endorsement)**

When added to your Tourist Auto Policy the special endorsement VIP as indicated in the space provided on the declaration page, of your policy, and upon payment of the corresponding premium this endorsement modifies and broadens coverage as follow:

**Vandalism:** This clause eliminates the exclusion for Vandalism Damage, meaning the intentional damage to or destruction or bad faith to the insured vehicle. This coverage will have the same deductible applicable to the Total Theft Section , as indicated in the corresponding section.

**Fixed Deductibles:** Notwithstanding that indicated on the declaration page of this policy and in the appropriate sections of the General Conditions that precede this endorsement, the deductibles per claim are modified to be in fixed amounts of \$ 500.00 Dlls. for Physical Damage, \$ 1,000.00 Dlls for Total Theft.

**Increased Labor for repairs in the USA:** Through this endorsement the clause referring to the costs of repairing the insured vehicle, where it is mentioned that the labor costs in Mexico will be calculated in Mexico is modified. With previous consent of the insurance company, the insured may proceed to repair the unit in any shop in the United States, and the labor that the company will reimburse the insured is stated to in the following table:

Automobiles: \$ 50 per / hr for Mechanic and Electrician, \$ 38 / Hr for body and painting.

Pickups, SUVs and Vans: \$ 55 per / hr for Mechanic and Electrician, \$ 40 For / Hr for body and painting.

Motor Home: \$ 70 per / hr for Mechanic and Electrician, \$ 45 For / Hr for body and painting.

**Occupants Civil Liability:** \$ 10,000 DLLS. This coverage covers legal costs and compensations resulting from civil liability incurred by the Insured or any person that with his consent uses the vehicle and that as a result of such use causes bodily injury or death to third parties occupying the insured vehicle as a result of a car accident, provided they are within the compartment or cabin designed for the transport of persons.

**Transportation Expenses Due to Total Loss:** When an insured person is unable to use his vehicle as a result of the involvement of some of the risks contracted in the coverage for property damage and / or Total Theft, and if such damage, according to appraisal performed or validated by the Company is classified as a total loss, the Company will pay to indemnify the insured for the costs it incurs for that reason, the Insurer choosing any of the following options:

a) The amount of the sum insured shown on the declaration page of the policy for this coverage, this payment will be made at the time of the settling of the total loss of the insured vehicle damages, or

b) The services to rent a compact sedan car of recent model (standard type AVEO General Motors or similar car), with the Rental Agency assigned by the Company, for a maximum period of fifteen (15) days.

To grant service to rent a compact car it is necessary that the Company accepts and declares the total loss due to Physical Damage or Total Theft of the insured vehicle.

**Extension Coverage:** The Company extends the Insured or usual driver, as the case may be, the following coverages, if they were designated as contracted in the declaration page of the policy:

3. Liability for Damage to Third Parties.
4. Legal Expenses.
5. Occupants Medical Expenses and
6. Qualitas Road Assistance

**Note. This English translation is a courtesy only, in the event of controversy, the Spanish version of the document and Mexican jurisdiction will in all cases prevail.**