

NORTHBOUND INSURANCE  
CONTRACTUAL DOCUMENTATION

ACE Seguros S.A.

**NORTHBOUND INSURANCE (TOURIST AUTOMOBILES)  
CONTRACTUAL DOCUMENTATION**

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**NORTHBOUND INSURANCE POLICY  
(TOURIST AUTOMOBILES)**

**FIRST SECTION  
PARTICULAR PROVISIONS**

**1<sup>st</sup> CLAUSE. DEFINITIONS**

For all of the purposes of this Policy, the following words and phrases shall have the meaning indicated below, unless the context requires a different meaning.

1. **Covered Accident**  
Any bodily injury suffered by the driver or occupants of the Insured Vehicle, as a direct consequence of an external, sudden, violent and fortuitous cause occurred during the term of the coverage under this policy. Therefore, bodily injuries intentionally caused by the Insured and occupants shall not be considered accidents.
- Insured.
2. It is defined as the person whose name and address appear on the declaration page or any person driving the Insured Vehicle with the consent of the owner of the insured vehicle.
3. **Insurer**  
It refers to ACE Seguros, S.A.
4. **Untransitable Conditions**  
This refers to the place or road where it is impossible to drive, generally due to bad conditions.
5. **Bodily Injury.**  
Means bodily harm, sickness, or disease, including death to third parties that result from an accident.
6. **Property Damage.**  
Means physical damages, destructio, or loss of use of tangible property that result from an accident.
7. **Business.**  
Trade Activity that excludes transportation of goods or people with profit purposes and that requires, due to profession, occupation or work, to enter the United States of America or Canada.
8. **Occupying.**  
Means being inside of, getting into, and getting out of the insured vehicle with the insured's permission.  
Occupying does not mean riding on, getting on, or getting off of the outside of the insured vehicle, or riding in, getting in, or getting out of the insured vehicle
9. **Policy**  
It means this insurance contract, including its attachments, title page, specification, certificates and endorsements issued by the Insurer, as well as the insurance application and questionnaires, which constitute a proof of the insurance contract entered into and between the Insured and the Insurer.
10. **Private Trailer**  
Vehicle with a front and rear axle, with no propulsion means and intended to be pulled by a motor vehicle. This is understood as a mobile boat, mobile canvas, mobile home or motorcycle pulled by the Insured Vehicle, which in case it is covered, it must be stipulated in the Title Page and/or Specifications of the Policy.

11. Sum Insured

It is the maximum amount for which the Insurer shall be obliged to pay in case of a loss occurrence.

12. Third Party.

Means tangible property or persons involved in the accident that bring about the claim which are covered by this policy, excluding occupants and drivers of the Insured vehicle at the moment of the accident.

13. Terrorism

The acts of an individual or individuals, who by themselves or in representation of any individual(s) or in connection with any organization, carry out activities either by applying force, violence and/or a threat thereof, or by the utilization of any other means, hazardous for human life or property, against any person, property or government, causing damage, injuries or death to one or several persons, with political, religious, ideological, economic, ethnical, racial or any other nature purposes, either these interests are declared or not.

14. Insured Vehicle

It refers to motor vehicles (automobiles or vans) with four wheels, of private use and ownership, not residing in the United States of America or Canada, which have national license plates and circulation permit, not intended for trade use; likewise, their design must be appropriate to transit on public or conventional roads, and that due to pleasure or business reasons, enter the territory of the United States of America or Canada for a given period, going back to their country of origin.

The following units are considered:

Private automobiles  
Pick-up vans, with chassis, up to 3.5 tons for private use  
Sport Utility Vehicle (SUV) vans  
Crossover Utility Vehicle (CUV) vans  
Minivans  
Private Trailers (only under an explicit agreement)  
Wagoneers

Commercial Use: The use given to a Vehicle intended for transportation of people, goods or merchandise, for which an economic benefit is received.

Use of Vehicle: Condition indicating the operation and/or occupation given to the Insured Vehicle, which determines the type of risk assumed by the Insurer.

Private Use: The use given to the Insured Vehicle, specifically occupied for pleasure or business trips, which purpose is not to receive a monetary compensation.

**2<sup>nd</sup> CLAUSE. THIRD PARTY DAMAGE CIVIL LIABILITY COVERAGE**

The Insurer is bound to pay for damages due to Civil Liability for third party personal and property damage caused by the Insured Vehicle described on the Title Page and/or Specification of the Policy **in the territory of the United States of America, (except for Alaska and Hawaii) and Canada**, and for which the Insured is legally liable as a consequence of an automobile accident, in accordance with the Particular and General Provisions of this Policy and during the term thereof, and which coverages appear as included on the Title Page and /or Specification of the Policy.

This coverage may be contracted under the option of separate Limits, "Assets and Persons" or Combined Single Limit (CSL)

## SEPARATE LIMITS

### CIVIL LIABILITY PROPERTY

The amount of the sum insured shall be equivalent to the minimum sum insured required by the government of the United States of America or Canada in the applicable legislation, unless the Insured requests a greater amount, in which case such amount shall be specified on the Title Page and/or Specification of the Policy. The limit of liability for Third Party Property Damage shall be the maximum limit of liability of the Insured for all damage to third party property as a consequence of an automobile accident.

### CIVIL LIABILITY BODILY INJURY

The amount of the sum insured per person and occurrence shall be equivalent to the minimum sum insured required by the government of the United States of America or Canada in the applicable legislation, unless the Insured requests a greater amount, in which case such amount shall be specified on the Title Page and/or Specification of the Policy.

The limit of liability per person for the Third Party Personal Damage coverage is the maximum limit of liability of the Insurer for all damage including expenses to take care of the damaged person, Moral Damage or death, if it results from Third Party Personal Damage. **The stipulated limit shall be applied for each person** and in each automobile accident.

The limit of liability per occurrence for Third Party Personal Damage shall be the limit of the sum insured per occurrence or automobile accident, being the maximum liability of the Insurer for all resulting damages.

### COMBINED SINGLE LIMIT (CSL)

There shall be coverage for Civil Liability incurred in by the Insured or any person that, with the express or tacit consent of the Insured, uses the vehicle and that as a consequence of such use, he/she causes third party property damage and/or bodily injuries or death (other than the occupants), including moral damage indemnity that legally corresponds according to the case.

The maximum limit of liability of the Insurer in this coverage shall be established on the Title Page and/or Specification of the Policy.

### DEDUCTIBLE

This coverage is effective without the application of a deductible.

### LEGAL EXPENSES

The Insured shall defend or indemnify any claims or non-criminal proceedings as a consequence of the damages caused. Within the aforesaid, the Insurer shall cover payment for attorney fees due to legal advice, non-judicial procedures and judicial actions, as well as expenses inherent to the proceedings. The Sum Insured for this coverage shall be equivalent and in addition to the Sum Insured considered for the affected Third Party Damage Civil Liability coverage, with the Insurer's liability rendered terminated when the corresponding Sum Insured is exhausted. In order to be able to proceed with a legal action, the Insurer shall have discretionary powers to consider intervention.

### LOST OF WORKING DAYS SUBLIMIT

In addition to the limit of liability, the Insurer shall pay for each lost workday of the Insured, as a consequence of attending hearings or trials required during the proceedings, the amount indicated on the Title Page and/or Specification of the Policy, for the stipulated maximum number of days. The amount for this item is considered to be included in the Sum Insured indicated for this item, which may not be exceeded; the Insured shall be obliged to submit an attendance proof for any of these acts.

PARTICULAR EXCLUSIONS FOR THE CONTRACTED CIVIL LIABILITY COVERAGES

THIS COVERAGE IN NO CASE SHALL INSURE:

1. THIRD PARTY PERSONAL AND/OR PROPERTY DAMAGE CAUSED BY VEHICLES NOT COVERED UNDER THIS POLICY AND DESCRIBED ON THE TITLE PAGE AND/OR SPECIFICATION OF THE POLICY.
2. OCCUPANTS OF THE INSURED VEHICLE.
3. THE INSURED WHO INTENTIONALLY CAUSES THIRD PARTY PERSONAL OR PROPERTY DAMAGE
4. MATERIAL DAMAGE TO PROPERTY OWNED BY THE INSURED, THE DRIVER OR THEIR RELATIVES, OR THAT ARE UNDER CUSTODY OF THE INSURED OR THEIR EMPLOYEES OR REPRESENTATIVES, OR THAT ARE PLACED INSIDE THE INSURED VEHICLE. IN THIS SECTION, ALL PROPERTY PLACED INSIDE OR BEING PULLED BY THE INSURED VEHICLE IS CONSIDERED THE INSURED'S PROPERTY.
5. THE PERSONS WHO ARE ON, GETTING INTO OR GETTING OFF ANY EXTERNAL PART OF THE INSURED VEHICLE.
6. THE PERSONS WHO ARE ON, GETTING INTO OR GETTING OFF THE OPEN BODY OF THE INSURED VEHICLE.
7. DAMAGES CAUSED TO THIRD PARTIES BY THE INSURED VEHICLE WHILE TRANSITING OUT OF CONVENTIONAL ROADS FOR VEHICLES, OR WHEN CONVENTIONAL ROADS ARE IN UNTRANSITABLE CONDITIONS.
8. CIVIL LIABILITY FOR DEATH OR BODILY INJURIES SUFFERED BY THE DRIVER OF THE INSURED VEHICLE OR ANY OTHER OCCUPANT THEREOF, EXCEPT FOR MEDICAL EXPENSES COVERED UNDER THE 2nd CLAUSE. MEDICAL EXPENSES COVERAGE FOR OCCUPANTS OF THE INSURED VEHICLE IN THE PARTICULAR PROVISIONS, NEITHER THE LIABILITY ARISING FROM INTENTIONAL CRIMES RESULTING FOR THE OWNER OR DRIVER OF THE INSURED VEHICLE.

**3<sup>rd</sup> CLAUSE. INSURED VEHICLE OCCUPANTS MEDICAL EXPENSES COVERAGE**

In case this coverage is indicated as included on the Title Page and/or Specification of the Policy, by means of the payment for the corresponding premium, the medical expenses listed below shall be covered, when originated by bodily injuries suffered by the Insured or any occupant of the Insured Vehicle, in traffic accidents, while these people are inside the closed compartment, body or cabin intended for people transportation.

In the event there is an occurrence that affects this coverage, the limits of liability per person and per occurrence shall be those indicated on the Title Page and/or Specification of the Policy.

If at the moment an accident occurs, the limit of liability per insured person multiplied by the number of occupants exceeds the sum insured per occurrence, payment shall be made only to the exhaustion of the contracted sum insured per occurrence, distributing it on a proportional basis for the number of occupants. If there is any remainder of the sum insured to be distributed in virtue of the fact that the other injured people have been discharged from hospital with settled expenses or, as the case may be, funeral expenses indicated in item E) of this clause have been settled, such remainder may taken and distributed on a proportional basis in order to cover the missing part of the other injured people, never exceeding the limit of liability per insured person.

The Insurer's obligation corresponding to this coverage shall be automatically ceased when the effects of injuries disappear, either because the sick person has been cured or because of death as a consequence of the same occurrence that originated it.

Medical Expenses for occupants covered under the Policy are the following:

**A) HOSPITALIZATION**

Meals and room in the hospital, physiotherapy, expenses inherent to hospitalization and in general, drugs and medicines prescribed by a physician.

**B) MEDICAL ATTENTION**

Indispensable medical services provided by physicians legally authorized to practice their profession, not including chiropractors.

**C) NURSES**

The cost for services provided by nurses who are graduated or licensed to practice.

**D) AMBULANCE SERVICE**

Expenses incurred in for the use of land ambulances, when it is indispensable in the opinion of the treating Physician.

**E) FUNERAL EXPENSES**

Expenses incurred in for this item are a sublimit of the occupant medical expenses coverage, up to the amount of the sum insured, per person and per occurrence, indicated on the Title Page and/or Specification of the Policy. The maximum limit per occurrence shall be distributed on a proportional basis for the number of dead occupants, not exceeding the limit per person mentioned above. Such expenses shall be reimbursed by means of the submittal of the relevant death certificates.

If at the moment an accident occurs, the limit of liability per insured person multiplied by the number of occupants exceeds the sum insured per occurrence, the limit of liability per person shall be reduced on a proportional basis.

**MAXIMUM LIMIT OF LIABILITY**

The maximum limit of liability of the Insurer in this coverage is established on the Title Page and/or Specification of this Policy for each person due to physical injuries suffered by the occupants of the Insured Vehicle and for each occurrence or accident.

**INDEMNITY**

The indemnity corresponding to this coverage shall be made by means of a reimbursement.

**DEDUCTIBLE**

This coverage is effective without the application of a deductible.

**PARTICULAR EXCLUSIONS FOR THE CONTRACTED OCCUPANT MEDICAL EXPENSES COVERAGES**

**THESE COVERAGES IN NO CASE SHALL INSURE:**

1. INJURIES, DAMAGES, ILLNESSES OR DEATH OF OCCUPANTS, CAUSED BY VEHICLES NOT INSURED UNDER THIS POLICY.

2. THE OCCUPANTS OF THE INSURED VEHICLE, WHEN IT IS USED AS A PLACE OF RESIDENCE OR ACCOMMODATION.
3. PEOPLE WHO OCCUPY ANY PRIVATE MOBILE HOME OR BOAT, EVEN IF IT IS COVERED UNDER THIS POLICY.
4. BODILY INJURIES, DAMAGES, ILLNESSES OR DEATH SUFFERED BY THE OCCUPANTS OF THE INSURED VEHICLE, WHEN THESE ARE CAUSED BY TRANSITING OUT OF CONVENTIONAL ROADS FOR VEHICLES OR WHEN CONVENTIONAL ROADS ARE IN UNTRANSITABLE CONDITIONS.
5. INJURIES SUFFERED OR CAUSED BY THE DRIVER OF THE INSURED VEHICLE, WHEN IT IS UTILIZED TO COMMIT SUICIDE OR ANY ATTEMPT THEREOF OR VOLUNTARY MUTILATION, EVEN IF THE DRIVER IS UNDER A MENTAL DERANGEMENT STATE, IF THESE CIRCUMSTANCES DIRECTLY INFLUENCED ON THE ACCIDENT CAUSED BY THE DAMAGE, UNLESS THE DRIVER MAY NOT BE IMPUTED WITH GROSS GUILT, UNSKILLFULNESS OR NEGLIGENCE IN THE OCCURRENCE OF THE LOSS.
6. DISABILITY PAYMENT
7. INJURIES SUFFERED BY THE INSURED OR OCCUPANTS OF THE INSURED VEHICLE, AS A CONSEQUENCE OF A LOSS OCCURRED DUE TO GROSS GUILT OF THE DRIVER OF THE INSURED VEHICLE, BECAUSE HE/SHE WAS UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, STIMULANTS AND/OR SLEEPING PILLS NOT PRESCRIBED BY A PHYSICIAN, IF THESE CIRCUMSTANCES DIRECTLY INFLUENCED ON THE ACCIDENT CAUSED BY THE DAMAGE, UNLESS THE DRIVER MAY NOT BE IMPUTED WITH GROSS GUILT, UNSKILLFULNESS OR NEGLIGENCE IN THE OCCURRENCE OF THE LOSS.

#### **4<sup>th</sup> CLAUSE. PRIVATE MOBILE HOME AND BOAT COVERAGE**

In the event this coverage is indicated as included on the Title Page and/or Specification of the Policy, and by means of payment for the corresponding additional premium, the following assets additional to the Insured Vehicle shall be covered:

##### **PRIVATE MOBILE HOMES**

The Private Mobile Home described on the Title Page and/or Specification of the Policy shall be covered under all of the items contracted and indicated therefor in the Policy.

The Private Mobile Home shall be insured only when it is hooked to the Insured Vehicle.

For the Third Party Damage Civil Liability coverage, this shall not mean any increase in the sums insured, but only the extension of those covered under the Policy.

The Occupant Medical Expenses coverage does not apply to this coverage.

**IN NO CASE VEHICLES PULLING MORE THAN ONE MOBILE HOME AT THE SAME TIME SHALL BE COVERED.**

##### **DEDUCTIBLE**

This coverage is effective without the application of a deductible.



## **PRIVATE BOATS**

Private Boat shall be understood as the watercraft described on the Title Page and/or Specification of the Policy, and the platform or trailer, when attached to the Insured Vehicle, pulling the boat as a sole unit.

Private boats shall be covered as long as they are on the private platform or trailer and attached to the Insured Vehicle pulling them. Boats shall be covered only for the Third Party Damage Civil Liability coverage.

The Occupant Medical Expenses coverage does not apply to this item.

The Third Party Damage Civil Liability coverage shall not be applied if the boat is not attached to the private trailer transporting it.

For the Third Party Damage Civil Liability coverage, this shall not mean any increase in the sums insured, but only the extension of those covered under the Policy.

## **DEDUCTIBLE**

This coverage is effective without the application of a deductible.

## **PRIVATE MOBILE HOME AND BOAT COVERAGE EXCLUSIONS**

- 1. THIS INSURANCE COVERS NO DAMAGES SUFFERED BY OR CAUSED TO OR BY THE PRIVATE BOAT WHEN BEING LOADED ONTO OR UNLOADED FROM ITS PRIVATE TRAILER OR PLATFORM AND/OR WHEN ON THE WATER.**

## **5<sup>th</sup> CLAUSE. OPTIONAL COVERAGES**

### **A) THIRD PARTY DAMAGE CIVIL LIABILITY AND LEGAL EXPENSES IN EXCESS OF THE SUM INSURED PER OCCURRENCE**

In the event this coverage is indicated as contracted on the Title Page, and by means of payment for the corresponding additional premium, the Insurer shall be bound to cover the following:

By means of this coverage, the Insured is committed to provide the Insured with a sum insured additional to that contracted for the Civil Liability and Legal Expenses coverage, which shall be specified on the Title Page and/or Specification of the Policy and applied per occurrence.

### **MAXIMUM LIMIT OF LIABILITY**

The maximum limit for this coverage per occurrence shall be that indicated on the Title Page and/or Specification of the Policy.

## **DEDUCTIBLE**

This coverage is effective without the application of a deductible.

### **B) THIRD PARTY DAMAGE CIVIL LIABILITY AND LEGAL EXPENSES COVERAGE EXTENSION**

In the event this coverage is indicated as contracted on the Title Page, and by means of payment for the corresponding additional premium, the Insurer shall be bound to cover the following:

By means of this coverage, the Insurer is committed to provide the Insured with the Civil Liability and Legal Expenses coverage, when the Insured drives a Tourism Vehicle other than the one indicated on the Title Page and/or Specification of

the Policy, for which such Tourism Vehicle must have utilization characteristics and conditions equal to those established in this Policy.

This coverage shall cover third party property and/or bodily injuries or death (other than the occupants) as a consequence of an occurrence caused by the Insured when driving a Tourism Vehicle similar to that indicated in the Policy.

**MAXIMUM LIMIT OF LIABILITY**

The maximum limit for the Civil Liability and Legal Expenses extension shall be that indicated on the Title Page and/or Specification of the Policy.

**DEDUCTIBLE**

This coverage is effective without the application of a deductible.

**THIRD PARTY DAMAGE CIVIL LIABILITY AND LEGAL EXPENSES COVERAGE EXTENSION PARTICULAR EXCLUSIONS**

ADDITIONALLY TO THE EXCLUSIONS CONSIDERED IN THE 6th CLAUSE. EXCLUSIONS, IN NO CASE THIS COVERAGE SHALL INSURE:

1. WHEN THE INSURED DRIVES A TOURISM VEHICLE WITH CHARACTERISTICS OR UTILIZATION DIFFERENT THAN THOSE OF THE INSURED VEHICLE.
2. BODILY INJURIES, DAMAGES, ILLNESSES, MEDICAL EXPENSES, DEATH, FUNERAL EXPENSES OR ANY OTHER EXPENSES INCURRED IN DUE TO ATTENTION FOR THE OCCUPANTS OF THE INSURED VEHICLE INDICATED ON THE TITLE PAGE AND/OR SPECIFICATION OF THE POLICY.
3. PROPERTY OR PERSONAL DAMAGE CAUSED BY THE INSURED TO THEIR RELATIVES OR PEOPLE UNDER THEIR ORDERS.
4. WHEN A TRAILER PULLING COVERAGE HAS BEEN CONTRACTED, THIS SHALL NOT BE APPLIED TO THIS COVERAGE.
5. FINES BECAUSE THE VEHICLE IS NOT IDENTIFIED IN THE POLICY.

**C) EXTENSION OF COVERAGE OF MEDICAL EXPENSES TO INSURED AND OCCUPANTS**

This coverage may only be hired if you have coverage for Medical Expenses Occupiers and if you hire additional the Extension Coverage of Liability for Third Party Damages and Legal Expenses.

If appear as hired this coverage and with the payment of appropriate additional premium, the Insurer agrees to cover the following:

The Insurer agrees to extend the coverage of medical expenses the insured and occupants when the insured drives other vehicle different than in accordance cover on the specifications of the policy, for which the vehicle must have features and conditions of use same as set forth in this Policy.

The event covered by this coverage, personal injury, damage, illness or death suffered by the Insured and occupant as a result of an automobile accident, provided they are within the compartment, house or cabin for the transport of people.

**MAXIMUM LIMIT OF LIABILITY**

The maximum limit for the Insured and Occupant Medical Expenses extension shall be the same Sum Insured corresponding to the 3rd CLAUSE. INSURED VEHICLE OCCUPANTS MEDICAL EXPENSES COVERAGE.

**DEDUCTIBLE:**

No deductible applied.

**INSURED AND OCCUPANT MEDICAL EXPENSES COVERAGE EXTENSION PARTICULAR EXCLUSIONS**

**ADDITIONALLY TO THE EXCLUSIONS CONSIDERED IN THE 6th CLAUSE. EXCLUSIONS, IN NO CASE THIS COVERAGE SHALL INSURE:**

1. **WHEN THE INSURED DRIVES A TOURISM VEHICLE WITH CHARACTERISTICS OR UTILIZATION DIFFERENT THAN THOSE SPECIFIED IN THIS POLICY**
2. **DISABILITY PAYMENT**

**D) OCCUPANT MEDICAL EXPENSES WHEN THE GUILTY THIRD PARTY HAS NO AUTOMOBILE INSURANCE.**

In the event this coverage is indicated as contracted on the Title Page, and by means of payment for the corresponding additional premium, the Insurer shall be bound to cover the following:

When in the event of an occurrence, the third party is responsible for the accident and has no Automobile Insurance (specifically, a Third Party Damage Civil Liability coverage), the Insurer shall increase 100% the Maximum Limit of Liability contracted for the Occupant Medical Expenses coverage.

In order for this coverage to be admissible, it shall be an indispensable requirement that the loss is reported to the competent authorities in the United States of America or Canada, before leaving such territory, and that the Insured has a copy of the accident report.

**E) ADDITIONAL INDEMNITY BENEFIT DUE TO DEATH DERIVED FROM A COVERED ACCIDENT SUSTAINED BY THE INSURED VEHICLE**

In the event this coverage is indicated as contracted on the Title Page, and by means of payment for the corresponding additional premium, the Insurer shall be bound to cover the following:

The Insurer shall pay the contracted Sum Insured stipulated on the Title Page and/or Specification of the Policy to the Insured's legal successor, if during the effective term of the policy, the Insured dies exclusively due to an injury caused by a covered accident, as a consequence of an occurrence of the Insured Vehicle, by external, violent and casual means, and when such death occurs within the following thirty (30) days after the date of the occurrence.

The Insurer shall pay the corresponding indemnity once the period of thirty (30) days mentioned in the prior paragraph has expired.

The indemnity established in this benefit shall be granted only if the Insurer is provided with proof to confirm that the injury or injuries that caused the death of the Insured resulted from a Covered Accident sustained by the Insured Vehicle, and that such accident has occurred during the effective term of the Policy.

**AGE**

The limits of acceptance fixed by the Insurer to contract this benefit are: 18 years old as the minimum, and 70 years old as the maximum.

As of the policy anniversary date immediately prior to the date when the Insured reaches the age of 70, this benefit shall be cancelled.

For the purposes of this insurance, the minimum age for the driver of the Insured Vehicle shall be 16 years old.

**PARTICULAR EXCLUSIONS FOR ADDITIONAL INDEMNITY BENEFIT DUE TO DEATH DERIVED FROM A COVERED ACCIDENT SUSTAINED BY THE INSURED VEHICLE**

BESIDES THE GENERAL EXCLUSIONS OF THIS POLICY, CONSIDERED IN THE 6th CLAUSE. EXCLUSIONS, THE INDEMNITY CONTAINED IN THIS BENEFIT SHALL NOT BE EFFECTIVE WHEN THE LOSS IS A CONSEQUENCE OF THE FOLLOWING SITUATIONS:

1. IF THE DEATH OF THE INSURED DRIVING THE INSURED VEHICLE IS DUE TO ILLNESSES, SICKNESSES OR SURGICAL OPERATIONS OF ANY NATURE, WHICH ARE NOT CAUSED BY INJURIES AS A CONSEQUENCE OF THE OCCURRENCE.
2. INHALATION OF GAS OR SMOKE OF ANY KIND, UNLESS IT IS CONFIRMED THAT IT WAS ACCIDENTAL AND AS A CONSEQUENCE OF THE OCCURRENCE TO THE INSURED VEHICLE.
3. DEATH AS A CONSEQUENCE OF A FIGHT DERIVED FROM THE OCCURRENCE TO THE INSURED VEHICLE, DUE TO GROSS GUILT OF THE INSURED, AS LONG AS THE INSURED HAS BEEN THE ORIGINATOR OR IS UNDER THE INFLUENCE OF SOME TRANQUILIZERS, STIMULANTS OR SIMILAR DRUGS NOT PRESCRIBED BY A PHYSICIAN.
4. SUICIDE (CONSCIOUSLY OR UNCONSCIOUSLY) OR THE ATTEMPT THEREOF, WHICHEVER THE CAUSES OR CIRCUMSTANCES CAUSING IT.
5. DEATH AT THE MOMENT OF THE OCCURRENCE TO THE INSURED VEHICLE IN TIMES OF WAR, REVOLUTIONS, POPULAR RIOTS OR INSURRECTIONS.

**6th CLAUSE. GENERAL EXCLUSIONS**

IN NO CASE THIS INSURANCE SHALL COVER:

1. VEHICLES RESIDING IN THE UNITED STATES OF AMERICA OR CANADA, WHICH LICENSE PLATES OR CIRCULATION PERMIT HAVE BEEN GRANTED IN SUCH COUNTRY OR COUNTRIES.
2. VEHICLES NOT INDICATED AS COVERED IN THIS POLICY, EVEN IF THEY ARE DRIVEN BY THE INSURED, UNLESS THE CORRESPONDING COVERAGE HAS BEEN CONTRACTED.
3. DAMAGE CAUSED BY THE INSURED VEHICLE AS A CONSEQUENCE OF ITS USE FOR PUBLIC TRANSPORTATION, TRANSPORTATION OF GOODS, OR WHEN IT IS USED FOR A PURPOSE OTHER THAN THE ONE INDICATED ON THE TITLE PAGE AND/OR SPECIFICATION OF THE POLICY. THIS EXCLUSION DOES NOT APPLY TO THE USE OF THE INSURED VEHICLE FOR THE TRANSPORTATION OF PERSONS WHO SHARE EXPENSES FOR THE TRIP TO WORK, EITHER GOING TO OR COMING FROM.
4. MOTOR VEHICLES WITH LESS THAN 4 WHEELS OR MORE THAN 6 WHEELS.
5. MOTORCYCLES, FOUR-WHEEL MOTORCYCLES, MOBILE HOMES (MOTOR HOMES), PICK UPS INTENDED FOR LOADING OR TRADE USE AND TRUCKS.

6. COMMERCIAL USE VEHICLES.
7. WHEN THE INSURED VEHICLE IS EMPLOYED IN BUSINESSES OF THE FOLLOWING TYPES:
  - a. REPAIRS
  - b. STORAGE
  - c. PRODUCT DELIVERY
  - d. COURIER SERVICES
  - e. LOADING USE
  - f. ANY OTHER TRADE USE
8. DAMAGE CAUSED BY THE INSURED VEHICLE WHEN:
  - a. IT PARTICIPATES IN COMPETITIONS OR SAFETY TESTS, RESISTANCE OR SPEED COMPETITIONS.
  - b. IT IS USED WITH DRIVING OR OPERATION TEACHING OR INSTRUCTION PURPOSES.
9. WHEN THE VEHICLE THAT CAUSED OR RECEIVED THE COLLAPSE OR ACCIDENT TO OR FROM THE INSURED VEHICLE IS ALSO A PROPERTY OF THE INSURED, OR WHEN IT IS DRIVEN BY A RELATIVE OF THE INSURED OR A PERSON UNDER THEIR ORDERS.
10. PERSONAL OR PROPERTY DAMAGE CAUSED BY THE INSURED VEHICLE TO THEIR RELATIVES OR PEOPLE UNDER THEIR ORDERS.
11. DAMAGE TO THIRD PARTIES AND/OR PERSONS, CAUSED BY:
  - a) UNLOADING OF NUCLEAR WEAPONS, EVEN IF IT IS ACCIDENTAL
  - b) NUCLEAR REACTION
  - c) RADIATION
  - d) RADIOACTIVE CONTAMINATION
  - e) WAR, DECLARED OR NOT
  - f) CIVIL WAR
  - g) INSURRECTION
  - h) REBELLION OR REVOLUTION
12. TERRORISM OR ACTS OF TERRORISM, GUERRILLA ACTS, REBELLION, SEDITION, UPRISING, STRIKE, WORK STOPPAGES, MALICIOUS ACTS OF THIRD PARTIES, POPULAR RIOT, WAR, INVASION, ACTS OF FOREIGN ENEMIES, HOSTILITIES OR BELLIGERENT OR SIMILAR OPERATIONS (WITHOUT PREJUDICE TO THE FACT THAT WAR HAS BEEN DECLARED OR NOT), IN WHICH THE INSURED PARTICIPATES AS AN ACTIVE INDIVIDUAL.
13. EXPENSES AND FEES FOR THE LEGAL DEFENSE OF THE DRIVER, THE INSURED OR THE OWNER OF THE VEHICLE DESCRIBED, BECAUSE OF THE LEGAL PROCEEDINGS ORIGINATED BY ANY ACCIDENT, NEITHER THE COST OF BAILS, FINES OR JUDICIAL BONDS OF ANY KIND, NOR SANCTIONS, PUNITIVE OR EXEMPLARY DAMAGES, OR JUDGMENTS DERIVED FROM A LEGAL PROCEEDING OR ANY OTHER OBLIGATIONS OTHER THAN THE REPAIR OF DAMAGE.
14. BENEFITS TO BE BORNE BY THE INSURED DUE TO ACCIDENTS SUFFERED BY THE OCCUPANTS OF THE INSURED VEHICLE, FROM WHICH OBLIGATIONS ARE DERIVED REGARDING LEGAL OR PROFESSIONAL RISKS LIABILITIES.
15. DAMAGE CAUSED BY THE INSURED VEHICLE, BECAUSE IT HAS BEEN USED AS A TRAILER FOR VEHICLES, BODIES OR BOATS, UNLESS THE BODY, VEHICLE OR BOAT IS EXPRESSLY COVERED IN THIS POLICY.

16. DAMAGE CAUSED BY THE INSURED VEHICLE WHEN THE DRIVER HAS NO DRIVER'S LICENSE OR PERMIT OF THE KIND APPROPRIATE FOR THE INSURED VEHICLE, UNLESS NO RESPONSIBILITY, UNSKILLFULNESS OR GROSS NEGLIGENCE MAY BE IMPUTED TO THE DRIVER IN THE OCCURRENCE OF THE LOSS.
17. IN NO CASE THERE SHALL BE COVERAGE FOR LEGAL EXPENSES AND FINES INCURRED IN BY THE INSURED AS A CONSEQUENCE OF A LOSS OCCURRED WHEN THE INSURED IS UNDER THE INFLUENCE OF ALCOHOL, DRUGS, STIMULANTS AND/OR SLEEPING PILLS NOT PRESCRIBED BY A PHYSICIAN.
18. PROPERTY AND PERSONAL DAMAGE CAUSED BY THE INSURED VEHICLE TO THIRD PARTIES, AS A CONSEQUENCE OF THE LACK OR LOSS OF OIL IN THE ENGINE, TRANSMISSION OR GEARBOX, OR THE LACK OR LOSS OF WATER IN THE RADIATOR, DUE TO NEGLIGENCE OF THE INSURED.
19. THERE SHALL BE NO COVERAGE FOR LOSS OR DAMAGE CAUSED BY THE INSURED VEHICLE WHEN IT IS USED FOR ANY MILITARY OR AUTHORITY SERVICE, WITH OR WITHOUT THE CONSENT OF THE INSURED.
20. DAMAGE CAUSED BY THE INSURED VEHICLE, BECAUSE IT HAS BEEN OVERLOADED OR SUBMITTED TO EXCESSIVE TRACTION IN RELATION TO ITS RESISTANCE OR CAPACITY. IN THESE CASES, THE INSURER SHALL NEITHER BE LIABLE FOR DAMAGE CAUSED TO VIADUCTS, BRIDGES, AVENUES OR ANY PUBLIC ROAD AND UNDERGROUND OBJECTS OR FACILITIES, EITHER DUE TO VIBRATION OR WEIGHT OF THE VEHICLE OR ITS LOAD.
21. THE OBLIGATIONS OF THE INSURER, STIPULATED IN THIS POLICY, SHALL AUTOMATICALLY BECOME INEFFECTIVE IF THE INSURED OR ANY OF THEIR REPRESENTATIVES ENTER INTO AN AGREEMENT OR DEAL WITH THOSE PEOPLE INVOLVED IN ANY ACCIDENT, WITHOUT CONSENT GRANTED IN WRITING BY THE INSURER.

**7<sup>th</sup> CLAUSE. SUMS INSURED**

It shall be the responsibility of the Insured to appoint and update the Sums Insured indicated on the cover of the Policy and which shall constitute the maximum liability that, in case of an event, shall be to the charge of the Company, having had to be appointed in common consent between the Insured and the Company

**8<sup>th</sup> CLAUSE. AUTOMATIC REINSTATEMENT OF SUMS INSURED**

Any indemnity to be paid by the Insurer shall reduce in equal amount the Sum Insured for any of the contracted coverages affected by the loss, though they will be automatically reinstated when they have been reduced by any payment made by the Insurer during the term of this Policy, in order to cover subsequent losses.

**9<sup>th</sup> CLAUSE. CURRENCY**

This contract is expressed in American Dollars, legal currency in the United States of America; however, all payments related thereto may be also made in National Currency, in accordance with the exchange rate to afford obligations denominated in foreign currency payable in the Mexican Republic, published by the Bank of Mexico in the Official Mexican Gazette of the Federation on the date of such payment.

**10<sup>th</sup> CLAUSE. TERRITORIALITY**

This policy applies within the boundaries of Canada and the United States of America, except for Alaska and Hawaii.

**11<sup>th</sup> CLAUSE. INSURED'S OBLIGATIONS IN CASE OF LOSS**

In case of loss, the Insured shall be obliged to:

- a) Precautions: Upon occurrence of a loss, the Insured shall have the obligation to carry out all of the acts tending to avoid or minimize the damage. If there is no danger in the delay, they shall ask the Insurer for instructions, having to attach to whatever the Insurer indicates.

Any expenses incurred in by the Insured which are not excluded or inadmissible shall be covered by the Insured and, if the latter gives instructions, such expenses shall be paid in advance.

If the Insured fails to comply with the obligations stipulated in the prior paragraph, the obligation of the Insurer shall be limited to indemnify the Third Party for the damage sustained with respect to the Particular Provisions Section, 2<sup>nd</sup> Clause, Basic Coverage, Third Party Damage Civil Liability, and to the Insured in accordance with the Particular Provisions Section, 3<sup>rd</sup> Clause, Insured Vehicle Occupants Medical Expenses, only up to the value it would have had if the Insured had complied with such obligations.

- b) Notice of Loss: Upon occurrence of a loss covered by this policy, the Insured shall have the obligation to notify the Insurer as soon as they know about the facts, and within a maximum period of 5 days, unless there are causes of force majeure or unforeseeable event, having to notify the Insured as soon as one or the other has ceased, and before leaving the covered territory where the loss has occurred; failure to comply with the period of time stipulated in this item shall cause the indemnity to be reduced to the amount originally corresponding to the loss, if the Insurer had been promptly notified thereof.

The Insurer shall have discretionary powers to consider payment for the claim submitted by the Insured only if the Insured, in spite of having left the covered territory where the loss occurred, complies with the following requirements:

1. The loss is reported to competent authorities in the covered territory where the loss occurred, before leaving such territory.
2. The Insured reports the loss to the Insurer within a maximum period of five days as of the date and time of the loss specified in the report to the competent authorities. The aforesaid is excepted in case that, as a consequence of such loss, the Insured has suffered from injuries that put his life at risk or prevent them from making such report to the Insurer, in which case they shall have (24) hours as of the time and date of hospital discharge, which must be submitted to the Insurer.
3. The Insured must have a copy of the accident report.

The claim shall not be admissible in case of failure to comply with any of the aforesaid requirements.

The Insurer has the power to accept or reject submitted proof. In case of a lack of any documents, the Insurer may deny payment of claimed indemnity.

- c) Submittal of Documents: The Insured is obliged to notify the Insurer, as soon as they get to know, on any claims or suits received by them or their representatives, for which purpose, the Insured shall submit the documents, or a copy thereof, they may have received for the case.

Failure to comply with this obligation by the Insured shall release the Insurer from payment of the indemnity corresponding to the coverage affected by the loss. The Insurer shall not be obliged for recognition of debts, transactions or any other legal actions of similar nature, carried out or concerted without their consent. Confession of materiality of any facts may not be assumed as an acknowledgement of liability.

- d) Cooperation and assistance of the Insured with the Insurer. The Insured is obliged, for the account of the Insurer, in all civil proceedings that may be filed against them due to the liability covered by the insurance, to:
- Provide the necessary information and evidence that may have been requested by the Insurer for their defense, for their account, in case it is necessary or when the Insured does not appear;

- Exercise and assert any actions and defense proceedings in accordance with the law;
  - Appear in any civil proceedings;
  - Grant powers in favor of the attorneys authorized by the Insurer to represent them in such civil proceedings, in case they cannot participate directly in all of the processes in such proceedings.
- e) In case the Insurer requests so, the Insured shall grant, as soon as possible, enough powers in favor of the Insurer or any persons authorized by the Insurer, in order to assume and manage on behalf of the Insured the defense or settlement of any claim, or to follow up on their behalf and for their own benefit the claim for indemnity of damage or any other against third parties.

The Insurer shall be fully free to manage the proceeding or settlement of any claims and the Insured shall provide them with all necessary information or support.

- f) Any support provided by the Insurer or their representatives to the Insured or third parties may not be construed as an acceptance of admissibility of the claim.

#### **12<sup>th</sup> CLAUSE. OTHER INSURANCE**

The Insured has the obligation to immediately notify the Insurer in writing on the existence of another Insurance contracted with another Insurer for the Insured Vehicle, covering the same risk and for the same interest, indicating the Sum Insured and each of the names of the Insurers, in accordance with Article 100 of the Insurance Contract Law.

In accordance with Article 102 of the Insurance Contract Law, in case there are other Insurances covering the same insurable interest, executed in good faith, with the same or different dates and for a total sum greater than the value of the insured interest, they shall be valid and oblige each Insurance Institution up to the full value of the damage sustained within the insured limits of liability.

In case the Insured intentionally omits the notification referred to in the prior paragraph, or if they contracted several Insurances to obtain an illicit advantage, the Insurer shall become released from their obligations.

### **SECOND SECTION GENERAL PROVISIONS**

#### **1<sup>st</sup> CLAUSE. PREMIUM**

The premium of this Policy shall be the sum of those corresponding to each of the contracted coverages it shall expire at the moment the contract is entered into.

The premium agreed may be paid by the Contracting Party directly to the Insurer, the insurance agent, or through an automatic charge made by the Insurer to a credit card, debit card or bank account, when the policy is contracted in the Internet.

Given the characteristics of this insurance, charge of the premium may be made in both only one payment or split payments.

If the Insured opts for split payments regarding the premium, installments shall be made for equal periods, not shorter than one month, and become due at the beginning of each period agreed, applying the effective financing rate at the moment the coverage term starts, which shall be informed to the Insured in writing.



The Insured shall be entitled to a grace period of 30 (thirty) calendar days to settle the total premium or first installment in the case of split payments; the effects of the contract shall automatically cease to be effective at twelve hours on the last day of such grace period in the event such premium is not paid.

In case of any occurrence, the Insurer will deduct from the indemnity the total outstanding premium, or premium split payments not yet paid, until the total premium corresponding to the contracted insurance period is complete.

The premium agreed may be paid by the Insured through payroll discounts or charges made by the Insurer to the Insured's credit card, debit card or bank account, in accordance with the frequency selected by the Insured.

In case such charge is not applied according to the aforesaid frequency, due to causes imputable to the Insured, the latter shall be bound to make the corresponding payment of premium or split payment directly at the offices of the Insurer, or credit it to the bank account stipulated by the Insurer; the payment receipt or voucher shall prove such payment. If the Insured fails to comply with this obligation, the insurance shall cease to be effective once the grace period has elapsed, or immediately after the day the second or subsequent payments must be made.

In case the premium is paid by charging it to a credit or debit card, or a bank account, the statement of account indicating the relevant charge shall be full proof of premium payment until the Insurer submits the corresponding premium payment receipt.

## **2<sup>nd</sup> CLAUSE. INTEREST IN ARREARS**

In case the Insurer, in spite of having received the documents and information with the grounds of the claim submitted, fails to comply with the obligation to pay the indemnity, capital or income under the terms of Article 71 of the Insurance Contract Law, instead of the applicable legal interest, it will be obliged to pay the Insured, Beneficiary or third party damaged an indemnity for arrears in the terms set forth in Article of the Law of Insurance and Bonds Institutions during the period in arrears. Such interest shall be calculated as from the day after which the obligation becomes due.

. 276. - If an Insurance institution fails to meet its obligations in the contract of insurance within deadlines legally established for its compliance, the Institution shall pay interest in arrears in accordance with the following:

I. The obligations in national currency will be denominated in Investment Units, to their value at the date of expiry of the periods referred to in the first part of this article and its payment will be made in local currency, up to the value of Investment Units on the date on which payment is made, in accordance with the provisions of the second paragraph of the Section VIII of this article.

In addition, the Institution of Insurance will pay a penalty interest on the obligation denominated investment units as provided in the preceding paragraph, which will be capitalized monthly and whose rate is equal to the result of multiplying by 1.25 the cost of term deposits of liabilities denominated in investment units of commercial banks in the country, published by the Banco de Mexico in the Official Journal of the Federation, corresponding to each of the months in which there dwells;

II. When the principal obligation is denominated in foreign currency, in addition to the payment of this obligation, the Institution of Insurance shall be required to pay a penalty interest which will be capitalized monthly and calculated according to the amount of the obligation itself, the percentage obtained by multiplying by 1.25 the cost of term deposits liabilities denominated in dollars of the United States, the commercial banks in the country, published by the Banco de Mexico in the Official Journal of the Federation, corresponding to each of the months in which there dwells;

III. If the date on which the calculation is not published reference rates for the calculation of default interest allude to Sections I and II of this article is done, apply the the previous month and for the if such fees are not published, the default interest is computed by multiplying by 1.25 the replacement rate according to the relevant provisions;

IV. The default interest referred to in this article to be generated per day from the date of expiry of the periods referred to in the first part of this article and to the day the payment is made under the second paragraph of section VIII of this article.

For its calculation, the reference rates referred to this article should be divided between three hundred sixty five and multiply the result by the number of days for the months in further noncompliance;

V. In case of repair or replacement of the damaged object, the liquidated damages shall consist only in the payment of the interest on the currency in which it was called the principal obligation under Sections I and II of this article and calculated on the amount of the cost of repair or replacement;

VI. Are inalienable rights of the creditor to the compensatory benefits provided in this article. The pact that seeks to extinguish or reduce no legal effect whatsoever.

These rights arise by reason only during the period established by law for the payment of the principal obligation, need not be a paid at the time.

Once the amount of the principal obligation as agreed by the parties or the final determination made at trial before the judge or arbitrator fixed, the compensatory benefits provided for in this Article shall be covered by the Institution of Insurance on the amount of thus determined principal obligation;

VII. If the respective trial resulting from the complaint, even if it has not demanded payment of the liquidated damages provided for in this Article, the judge or arbitrator, in addition to the principal obligation, must condemn the debtor to also cover these benefits under the previous paragraphs;

VIII. The indemnization in arrears damages consisting of the update system and interests referred to in sections I, II, III and IV of this Article shall apply to all types of insurance, except in the case of surety to guarantee claims related to non-payment of tax credits, in which case it shall be as provided by the Tax Code of the Federation.

The payment made by the Institution of Insurance will be made in one installment comprising the total balance for the following items:

a) The default interest;

b) Upgrading to the first paragraph of section I of this article, and

c) The principal obligation.

If the Institution of Insurance does not pay in a lump the entire amount of the obligations assumed under the insurance contract and compensation for late payments you make to the items listed in the order shall apply provisions of above, so that the indemnization in arrears damages will continue to generate in terms of this article, on the amount of the principal obligation not paid, pending a fully covered.

When the institution stands a defense to suspend the enforcement proceedings under this Act, and final judgment for the remaining remaining contested measures, the corresponding payment or collection is issued shall include liquidated damages until then any generated the principal obligation, and

IX. If the institution of Insurance, within the deadlines and legal terms, not making the payment of payments in arrears damages, the judge or the National Commission for the Protection and Defense of Users of Financial Services, as appropriate, shall impose a fine of 1000-15000 days of Minimum Wage.

### **3<sup>rd</sup> CLAUSE. OMISSIONS, INACCURATE STATEMENTS OR MATERIAL AGGRAVATION OF THE RISK**

When the Insurer pays, for the account of the Insured, the indemnity that the Insured owes to a third party as a consequence of a damage stipulated in the contract, and they prove the contracting party has incurred in omissions or inaccurate statements of the facts referred to in Articles 8, 9, 10 and 70 of the Insurance Contract Law, or in a material aggravation of the risk in the terms of Articles 52 and 53 of the same law, they shall be entitled to request a reimbursement of such payment directly from the contracting party.

### **4<sup>th</sup> CLAUSE. LOSS OF INDEMNITY RIGHT**

The obligations of the Insurer shall become extinct:

- If it is shown that the Insured, the Beneficiary or their representatives, in order to make the Insurer commit a mistake, dissimulate or state inexact facts that exclude or might restrict such obligations
- If in the loss there is deceit or bad faith of the Insured, the Beneficiary or their respective assignees
- If it is shown that the Insured, the Beneficiary or their representatives, with the aim to make the Insurer commit a mistake, fail to timely provide information requested by the Insurer on the facts related to the loss and through which they may determine the circumstances of its occurrence and the consequences thereof.

#### **5<sup>th</sup> CLAUSE. EARLY TERMINATION OF CONTRACT**

The parties expressly agree that this contract may be rendered terminated in advance:

When the Insured renders it terminated, they shall do it by means of a notification in writing to the Insurer. If such cancellation is made before twenty (20) days upon the inception of the policy term, the Insurer shall have the right to the premium corresponding to the number of days in the period during which the policy was in force, in accordance with the rate per day recorded before the National Commission of Insurance and Bonds for this contract, and they shall return the remainder of the premium to the Insured. Due to the characteristics of this insurance, after the twenty days mentioned above have elapsed, the Insurer shall automatically accrue the total premium and they shall not return any amount to the Insured.

If the policy is cancelled before the inception of the term, the Insurer shall return the total premium without considering the policy issuance expenses.

When the Insurer renders it terminated, they shall do it through a written notification to the Insured, with termination of the insurance becoming effective after 15 days of having submitted the corresponding notification. The Insured must return the non-accrued premium, proportional to the period of time not elapsed regarding the term of the Policy, no later than the moment such notification is made; if such premium is not returned upon termination of the contract, it shall be considered as not made.

#### **6<sup>th</sup> CLAUSE. EXPIRATION**

All actions derived from this Insurance contract shall expire in two years from the date of the event that originated them, in accordance with the provisions in Article 81 of the Insurance Contract Law, but for the exception cases stipulated in Article 82 of the same law.

Expiration shall be interrupted not only due to ordinary causes, but also because of the appointment of experts or the beginning of the conciliatory proceeding indicated in Article 68 of the Law of Protection and Defense of Financial Service Users.

Likewise, expiration shall be suspended through submittal of the claim to the Insurer's Special Consultation and Claims Unit.

#### **7<sup>th</sup> CLAUSE. VENUE**

In case of any disputes, the claimant may assert their rights before the Special Consultation and Claims Unit of the Insurer or the National Commission for Protection and Defense of Financial Service Users (CONDUSEF, by its abbreviation in Spanish), and at their discretion, determine the jurisdiction per territory, with respect to the address of any of their branches, in terms of Articles 50-Bis and 68 of the Law of Protection and Defense of Financial Service Users, and Article 277 of the Law of Insurance and Bonds Institutions and Companies. All of the aforesaid within a two-year period as of the occurrence originating such dispute, or as the case may be, as of the moment the Financial Institution denies satisfaction to the user's pretensions.

In the event the parties fail to submit to arbitration by CONDUSEF, or anyone assigned by the latter, the claimant rights shall be held harmless in order for such claimant to assert them before a judge within the jurisdiction for such branches. In any case, turning to the said entities or directly to the said judge shall be at the claimant's discretion.

#### **8<sup>th</sup> CLAUSE. – COMMUNICATION**

Any declaration or communication in relation to the present contract, must be communicated to the insurer in writing, precisely to its headquarters. In such case where the address of the headquarters changes, the new address within the Mexican Republic will be communicated to the insureds to send any and all correspondence and for any other legal matter.

The requirements and communications that the company must make to the insureds or its trustees, will be made by using the last known address by the company and such notification will be deemed valid.

#### 9<sup>th</sup> CLAUSE.- JURISDICTION

These coverages are not valid in any jurisdiction other than a court of law in the United States of America (USA) in which a covered accident occurs and only those current laws and procedures of law in that State will apply.

In the event of a dispute between the Insured and the Company, all parties to this contract submit themselves to the Mexican laws and judicial process, forfeiting all other judicial systems involved or that may arise because a change of residency in the future.

#### 10<sup>th</sup> CLAUSE. SUBROGATION

The Insurer shall subrogate up to the amount paid, regarding all of the rights and actions against third parties that correspond to the Insured as a consequence of the damage sustained. Should the Insurer request it at their own expense, the Insured shall prove subrogation by means of a notarial instrument.

The Insurer may become totally or partially released from their obligations if subrogation is prevented by facts or omissions coming from the Insured.

If the damage has been indemnified only partially, the Insured and the Insurer shall appear to enforce their rights according to the corresponding proportion.

The right to subrogation shall not proceed in case the Insured has a marital relationship or blood kinship or affinity up to the second degree or by marriage with the person that has caused them the damage, or if they are legally liable therefor.

The Insurer shall not be liable for custody and releasing expenses related to the vehicle, with such expenses being borne by the Insured. At the Insured's discretion, the Insurer may pay these expenses and discount them from indemnity.

#### 11<sup>th</sup> CLAUSE. LANGUAGE.

In any legal proceedings conducted in the United States, the English text will apply.

In any legal proceedings conducted in the Mexican Republic, the Spanish text will apply.

#### 12<sup>th</sup> CLAUSE. ARTICLE 25 OF THE INSURANCE CONTRACT LAW

If the content of the Policy or any modifications thereto fail to match with the offer, the Insured may request the corresponding amendment within the following 30 days upon the Policy is received. After this period of time, all stipulations in the Policy or its modifications shall be deemed accepted.

#### 13<sup>th</sup> CLAUSE. COMMISSIONS OR COMPENSATIONS

During the term of the policy, the contracting party may request the Insurer in writing to inform on the premium percentage that, on account of direct commission or compensation, corresponds to the broker or corporation for their participation in entering into this contract. The Insurer shall provide such information in writing or electronic means, within a period no longer than ten business days after the date the request has been received.

*In compliance with Article 202 of the "Ley de Instituciones de Seguros y de Fianzas" (Law of Insurance and Bonds Institutions), the Contractual Documentation and Technical Note comprising this insurance product, were registered with the National Commission of Insurance and Bonds, from August 17, 2010, with the number CNSF-S0039-0780-2010*

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*This document and the technical note supporting it are registered before the Comisión Nacional de Seguros y Fianzas (National Commission of insurance and Bonds), pursuant to in articles 36,36 A, 36 B and 36 D on the Ley general de Instituciones y Sociedades Mutualistas de Seguros (General Law of Mutual Insurance Institutions and Companies), under record number CNSF S003-0780-2010, dated on 08/17/2010.*

#### **OFAC CLAUSE**

*This Contract shall terminate and void if the insured is a judgment of the trial judge or appear in any of the lists of persons under investigation on charges of Drug Trafficking, Money Laundering, Terrorism and Organized Crime in Homeland or any country in the world with which Mexico has signed international treaties on the subject.*

*In the event that the Insured obtains final acquittal or ceases to be in the lists mentioned above, the Insurer will rehabilitate the Contract, retroactive for the period that the insured was exposed, proceed accordingly compensation for any insured loss, if any occurred in that period.*

**Also excluded are risks covered by this contract:**

*If the insured is convicted by a judgment for Crimes Against Health (Drug Trafficking), Concealment and / or operations with illegal proceeds, Terrorism and / or Organized Crime in Homeland or in any country with which Mexico has signed international treaties relating to the provisions of this paragraph or it is listed on the OFAC list (Office Foreign Assets Control) list or other similar nature.*

This document and the technical note supporting it are registered before the Comisión Nacional de Seguros y Fianzas (National Commission of insurance and Bonds), pursuant to in articles 36,36 A, 36 B and 36 D on the Ley general de Instituciones y Sociedades Mutualistas de Seguros (General Law of Mutual Insurance Institutions and Companies), under record number CGEN-S0039-0128-2014, dated on 10/03/2014.

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