

POLICY TERMS

# TOURIST AUTO INSURANCE



**MAPFRE**

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TOURIST  
AUTO  
INSURANCE

## Policy Terms

### PREFACE

MAPFRE México S.A., hereinafter referred to as MAPFRE, and the Contracting Party have agreed upon the Coverages and the sums insured that are covered in the Policy title page, in the knowledge that one or more basic Coverages and other supplementary Coverages can be chosen.

For the purposes of this contract, the concept of vehicle comprises the description in the Policy title page including the parts or accessories that the Manufacturer adapts originally to each model and specific type on the market. Any other part, accessory, sign, conversion or adaptation installed additionally and at the express request of the buyer or owner shall require specific coverage.

The risks that may be covered under this Policy are defined in the specification of Coverages that are listed below, contracting of which is indicated by the corresponding annotations in the Policy title page and/or specification, being subject to the maximum liability limits mentioned therein.

MAPFRE and the Contracting Party expressly agree that these Policy Terms govern the insurance executed between them. Everything stipulated herein shall be applicable, and Mexican legislation shall apply to everything not stipulated. The Insured Vehicle shall be protected within the territory of the United Mexican States with the Coverages contracted throughout the valid term of the Policy specified in the title page therein.

In case of a claim, call 01-800-02-663-58 or 01-800-02-665-51 from within Mexico (011-5255-5230-7000 ext. 2108 from a US cell phone).



# DEFINITIONS

The following shall be understood for the purposes of this contract:

## **Breach of Trust**

Whoever makes property of others available for themselves or for another party to the detriment of another party, when the possession and not ownership has been transferred to them, commits the crime of breach of trust.

## **Automobile Accident**

Any external, sudden, accidental and violent occurrence that causes material damage to one or more objects and/or injures one or more people, caused involuntarily by the driver as consequence of Using the Insured Vehicle.

## **Adaptations, Conversions and Special Equipment**

Any modification and/or addition to the bodywork, structure, parts, accessories or signs installed at the request of the buyer or owner, in addition to the parts or accessories with which the Manufacturer originally adapted each model and specific type on the market.

## **The Insured**

An individual or company whose insurance proposal has been accepted by MAPFRE under the terms of this Policy based on the information and reports provided by the former, who has the right to claim the services, payments or benefits of this Policy and must be identified on the title page therein.

## **Medical Care**

Essential care, based on practical methods and technologies that are scientifically based and socially acceptable, by means of full participation in attending to injuries suffered due to an Automobile Accident.

## **General Average**

For purposes of these conditions, this shall be understood as the damage incurred to the Insured Vehicle whilst it is transported in a ship or other means of transportation in order to safeguard the rest of the transported properties.

## **Beneficiary**

The individual or company who is entitled to indemnity after a Claim, pursuant to the provisions of this Policy, and has the right to the corresponding payment or service.

## **Lien Holder**

The individual or company who grants a credit to purchase the Insured automobile. Said Beneficiary is designated by the Contracting Party when taking out the Policy, and has a right to the corresponding indemnity.

## **Coverages**

A set of risks that may be covered in the insurance contract. The parties have agreed upon the Coverages that are indicated as covered in the Policy title page. The Coverages that are not indicated as covered shall not be valid or binding between the parties, even when quoted and regulated in these policy terms.

## **Collision**

The impact of the Insured Vehicle, in one single Event, with one or more objects and/or people external to the aforementioned vehicle that consequently causes material damage to one or more objects and/or injuries to one or more people.

The occurrence of any risk that affects one or more of the Coverages contracted shall oblige the Insured to pay the corresponding Deductibles. In case the Insured Vehicle experiences a second Event as a consequence of a first Event, the Insured must pay the corresponding deductibles for indemnity of each one of these by MAPFRE.

## **Usual Driver**

The individual designated in the Policy title page who uses the Insured Vehicle most often, and whose personal characteristics determine the calculation of the Premium.

## **Contracting Party**

Individual or company whose insurance proposal MAPFRE has accepted under the terms of this Policy, on the basis of the information and reports provided by the former, who has a legal obligation derived from the Policy.

## **Usual and Customary Cost**

The average value corresponding to prices, rates and professional fees set in a given place for suppliers and receivers of medical and hospital services contracted and chosen by MAPFRE with attention to the nature and technical complexity of the services, as well as the quality, time and cost of using the corresponding facilities.

## Windows

Pieces of glass that complement and provide greater rigidity to the structure of the automobile's bodywork. Its function is to protect the Occupants from external objects and atmospheric agents while the vehicle is in motion.

For the purposes of these conditions, Windows are considered to be those located on the sides and windshields of the Insured vehicle.

## Deductible

Amount of money that is invariably responsibility of the Insured or Beneficiary as a consequence of impact to any of the Coverages covered in the title page and/or specification of this Policy.

This obligation may be contracted in dollars or as a percentage of the maximum liability limit, as corresponds to each coverage.

## Blown Engine

Blown Engine shall be understood to be breaking, bending or damage to any or all internal components of the Insured Vehicle's engine.

## Breakdown or Mechanical Failure

All accidental damage, breaking and/or deterioration that prevents normal functioning of the Insured Vehicle.

## Congenital Disease

That existing at the moment of birth as a consequence of hereditary factors or illnesses acquired during gestation until the moment of birth. It may appear and be recognized immediately after birth or be discovered later, at any time in the individual's lifetime.

## Pre-existing Disease

That which from a medical perspective already existed prior to the moment of the Automobile accident without its signs or symptoms necessarily having appeared prior to; said disease shall be confirmed by a laboratory test and medical report when it is not possible to diagnose by clinical history.

## Event

Specific manifestation of the Insured risk(s) that converge at the same time and circumstance.

## Explosion

Rapid and violent expansion of a gaseous mass that leads to an expansive wave that destroys nearby materials or structures or those that confine it.



## **Manufacturer**

All individuals or legal entities that prepare and/or distribute products, responsible for their compliance in order to sell or commission them under their own names or their own trademarks or for their own use.

## **Border Area**

The zone from the international dividing line, both north and south, until 20 km parallel to the above within the Mexican Republic.

## **Fraud**

Whoever deceives someone, or takes advantage of that person's mistake to do something unlawful or receive unlawful gain, commits the crime of Fraud.

## **Fire**

Uncontrolled occurrence of fire causing material damages to the Insured Vehicle.

## **Flooding of the Insured Vehicle**

Penetration of water from the outside into the Insured Vehicle, other than that necessary for its operation and/or functioning.

## **Combined Single Limit (C.S.L.)**

The maximum liability limit comprised of the sum of liability limits of the Coverages it includes and takes effect when the limit of the originally affected coverage is exceeded.

## **MAPFRE**

MAPFRE is the Insurance Company that issues the Policy, assuming its liability with regard to the coverage or Coverages indicated and that are covered in the Policy title page, pursuant to these general and specific conditions.

## **Occupants**

Any individual within the compartment, booth or cabin intended for transporting people of the Insured Vehicle when an Automobile Accident, Breakdown or Mechanical Failure occurs.

Number of Occupants of the Insured Vehicle is limited to the indicated on the Manufacturer's data sheet, including the driver.

## **Family Relationship**

The connection between two people in any form and until the second degree, whether by marriage, adoption or blood.

### **Lower Parts**

The components of the Insured Vehicle corresponding to the suspension system, crankcase, radiator, condenser. The tires and wheels are not considered for the purposes of this definition.

### **Partial Claim**

There is a Partial Claim when the total amount required for repair of damage caused to the Insured Vehicle, including labor, parts and necessary materials is less than 50% of the insured sum or Commercial Value on the date of the Claim, according to adjustment performed and validated by MAPFRE.

### **Total Claim**

There is a total loss in the following situations:

a) When the total amount required for repair of damage caused to the Insured Vehicle and/or Insured Trailer and/or Transported Unit, including labor, parts and necessary materials is greater than or equal to 50% of the insured sum or Commercial Value on the date of the Claim, according to the appraisal performed and validated by MAPFRE.

b) Regardless of the percentages of damage, when an appraisal and adjustment report performed and validated by MAPFRE determines the technical infeasibility of repairing the Insured Vehicle and/or Insured Trailer and/or Transported Unit.

### **Adjustment or Appraisal**

Verification and quantification of time, size and liability of the damage caused by a Claim to the property subject to this insurance contract, performed by a MAPFRE specialist.

### **Policy**

A document registering the rights and obligations of the parties, the Coverages given by MAPFRE, the details identifying risk, the modifications occurring over the valid term of the insurance, as well as the maximum liability limits, Premiums and details of the Contracting Party.

### **Premium**

The consideration that the Contracting Party is obliged to pay MAPFRE under the terms of the insurance contract executed for the risk(s) assumed.

### **Total Theft**

Seizure of the Insured Vehicle against the will of the owner, Insured or driver, whether it is parked or in circulation.

For the purposes of this contract, the claim of Total Theft shall begin when a report of the circumstances is made to the corresponding authorities.

### **Partial Theft**

Partial Theft shall be understood as seizure by a third party of one or more parts of the Insured Vehicle against the will of the person in possession of the vehicle pursuant to the law.

### **Claim**

The occurrence of the situation specified in the contract whose monetary consequences shall be covered by the Policy pursuant to the limits of the Coverages contracted and paid for. The set of physical injuries and material damages derived from the same Event constitutes a single Claim.

### **Insured Sums or Maximum Liability Limit**

The maximum amount for each coverage contracted and that MAPFRE is obliged to pay at maximum when the loss or the Claim covered by the Policy takes place, which includes the corresponding taxes such as VAT and any other imposed by law. Calculation of the insured sum for each coverage must be governed by the provisions of the same, as well as the provisions of CLAUSE 7, Insured Sums and Indemnity Requirements, of these policy terms.

### **Signs**

Objective manifestations of a disease that are demonstrated by a physician, legally authorized, through diagnosis, cabinet tests, laboratory or other recognized ways of diagnosis.

### **Symptoms**

Clinical manifestations characteristic of a disease, expressed by the patient.

### **SUV**

Commercial denomination for a Vehicle Type that has the towing capacity of a pickup, but with sufficient space for passengers and luggage like a minivan.

### **Trailer**

Engineless unit, designed and conceived to be towed by a vehicle with an engine.

### **Third Parties**

Properties or people involved directly or indirectly with the Claim, that lead to the claim under the cover of this Policy and that do not have standing as Contracting Party, Insured, traveler, Occupants, or the driver of the Insured Vehicle when the Claim occurs.

### Vehicle type

The classification of the Insured Vehicle based on its physical characteristics, which can be labeled under the following headings:

• Automobile	• Tractor truck
• Bús	• Semi Trailer
• Van	• Motorcycle
• Pickup	• Motorhome
• SUV	

Two vehicles are therefore considered to be of a different type when their characteristics may be defined under a different classification.

### Measurement and Updating Unit (UMA for its initials in Spanish)

The Measurement and Updating Unit is an economic reference in pesos to determine the payment amounts of obligations and items set forth by federal and state laws, as well as the legal provisions which arise from these.

For purposes of these Policy Terms, the Measurement and Updating Unit shall be used to determine the payment amount of the obligations contracted herein, which are set at a determined amount and shall be settled through payment in its domestic currency equivalent, multiplying the amount of the obligation, expressed in these units, by the daily value of said unit on the date in which the Claim covered by this contract occurs.

### Transported Unit

That transported by the Insured Trailer described in the Policy title page according to its serial number.

### Real Medical Emergency

That requiring immediate Medical Care, a delay to which could mean grave danger to a person's life or physical safety.

### Use of the Insured Vehicle

The utilization of the vehicle subject to the insurance. The use of the Insured Vehicle is established in the Policy title page and determines the type of risk assumed by MAPFRE which in turn determines the Premium.

The definitions of the uses of Insured Vehicles are given below:

- **Private Use.** That which is utilized for the transportation of individuals for non-commercial use.
- **Commercial Use.** That which is utilized for the transportation of one or more individuals, merchandise and/or materials for industrial and/or commercial purposes and/or rendering services.

### **Commercial Value**

Corresponds to the high value or “Suggested Retail Value” from the Kelly Blue Book Co. publication from when the Claim occurred (the retail value that, according to the publication Kelly Blue Book, serves as a starting point in a negotiation. This value considers distributor expenses, on top of which it may consider and apply specific conditions of the vehicle). In case this is not available, the Retail Value from the NADA Guide (Official Older Used Car Guide) shall be used from when the Claim occurred.

### **Agreed Value**

The value that the Insured and/or Contracting Party and MAPFRE agree upon prior to execution of the contract, said value being stipulated in the Policy title page.

### **Vandalism**

Destructive behavior that tends to appear in public spaces with attacks on other people’s things and expressed through violence by the simple act of destroying other people’s property.

### **Insured Vehicle**

The automotive unit described in the Policy title page, including the parts or accessories that the Manufacturer originally adapts to each model and specific type on the market.

Any other part, accessory, sign, conversion, adaptation or modification to the structure, installed at the request of the buyer or owner or by the Dealerships, distributors, or by Third Parties, shall not be considered equipment adapted by the Manufacturer. This shall therefore need

to be expressly contracted, coverage of which shall be described in the Policy title page and/or specifications of the Policy.

### **Resident Vehicle**

A vehicle that has a certificate or original invoice issued by an authorized Mexican dealership.

### **Classic Vehicle**

A vehicle whose age is greater than 24 years, but its condition, preservation, care and special manufacture or reconditioning is subject to insurance. Said vehicle must have a classic automobile license plate issued by the competent authority.

### **Tourist Vehicle**

A non-resident vehicle whose invoice is issued by a foreign dealership and has entered the country via a Temporary Import Permit.

### **Traveler and/or Passenger**

An individual who makes use of a vehicle duly authorized by the competent authorities to transport passengers or travelers.

### **Overturning**

The Event in which the Insured Vehicle fully or partially turns, overturns or lifts up over the surface it is crossing or circulating on due to loss of control.



## **2.1. PHYSICAL DAMAGE**

### **2.1.1. COVERAGE**

MAPFRE shall cover physical damage or losses received by the Insured Vehicle, Insured Trailer and/or Transported Unit resulting from the following risks in the event these have been contracted and are indicated as covered in the Policy title page:

2.1.1.1. Collisions and Overturning.

2.1.1.2. Breaking and detachment of Windows such as: front windshields, side windows, rear windows, sunroofs and rear windshields.

2.1.1.3. Fire, Lightning and Explosions.

2.1.1.4. Cyclones, hurricanes, tornadoes, gales, hail, earthquakes, volcanic eruptions, avalanches, landslides or rock falls, falling or collapse of constructions, buildings, structures or other objects, falling of trees or their branches and flooding.

2.1.1.5. Actions of people who take part in stoppages, strikes, labor disturbances, rallies, public protests, riots, or of malicious people during the occurrence of such actions, or caused by measures of repression taken by the legally acknowledged authorities carrying out their duties who are involved in said actions

2.1.1.6. Transportation, grounding, sinking, Fire, Explosions or overturning, derailling or fall from the means of transport in which the Insured Vehicle is transported; fall from the vehicle subject to insurance during loading, transfer or unloading maneuvers, as well as the contribution for General Average or salvage charges.

2.1.1.7. Damages incurred by Vandalism.

Special equipment fitted in the described vehicle is also covered when specified in the Policy title page.

### **2.1.2. MAXIMUM LIABILITY LIMIT**

Value of maximum indemnity indicated on the Policy title page per Insured Vehicle and/or Insured Trailer and/or Transported Unit pursuant to the provisions of Clause 7, Insured sums and indemnity requirements.

### 2.1.3. DEDUCTIBLE

Coverage is contracted with the invariable application of a Deductible in each Event and per Insured Vehicle, Trailer and Transported Unit covered on the Policy title page, payment of which shall be at the expense of the Insured.

In case of partial losses and total losses, the amount of the Deductible shall be that resulting from applying the percentage agreed on the Policy title page to the limit of liability for this coverage on the date of the Claim.

In claims for broken Windows, only the amount specified on the Policy title page that is applicable to this coverage shall be at the expense of the Insured.

### 2.1.4. EXCLUSIONS

**In addition to that agreed in Clause 3 Exclusions, this coverage does not under any circumstances include:**

**2.1.4.1. Damages whose cost is less than the amount to be paid as deductible.**

**2.1.4.2. Breakdown or Mechanical Failure.**

**2.1.4.2. A Blown Engine for any reason.**

**2.1.4.3. Claims or damages caused by the normal action of the tide, even when this produces flooding.**

**2.1.4.4. Breakage, detachments and theft of mirrors.**

## 2.2. TOTAL THEFT

### 2.2.1. COVERAGE

In case this has been contracted, MAPFRE agrees to cover Total Theft of the Insured Vehicle, Insured Trailer and/or Unit Transported and the material losses or damage experienced as a result of its Total Theft.

Additionally, even when Physical Damage cover has not been contracted, the damage incurred as a result of Total Theft shall be covered for the risks mentioned in clauses 2.1.1.1, 2.1.1.2, 2.1.1.3, 2.1.1.4, 2.1.1.5 and 2.1.1.6.

MAPFRE shall have a period of 30 days to determine admissibility or inadmissibility once it has received complete documentation on the Claim.



Special equipment fitted in the described vehicle is also covered when specified in the Policy title page.

### **2.2.2. MAXIMUM LIABILITY LIMIT**

This shall be that described on the Policy title page per Insured Vehicle, Insured Trailer and/or Transported Unit and indemnity shall be pursuant to the provisions of Clause 7, Insured sums and indemnity requirements.

### **2.2.3. DEDUCTIBLE**

Coverage is contracted with the invariable application of a Deductible in each Event and per Trailer, Insured Vehicle and Transported Unit covered on the Policy title page, payment of which shall be at the expense of the Insured.

The amount of this quantity is the result of applying the percentage of Deductible stipulated and agreed on the Policy title page to the maximum limit of liability set forth on the same for this coverage on the date of the Claim.

In cases in which recovery is made after the theft has been perpetrated, only the Deductible contracted when MAPFRE makes payment for partial or total losses or damages incurred to the Insured Vehicle shall apply.

### **2.2.4. EXCLUSIONS**

**In addition to that agreed in Clause 3 Exclusions, this coverage does not under any circumstances include:**

#### **2.2.4.1. Partial Theft.**

**2.2.4.2. Personal property, luggage, electronic equipment and / or personal accessories.**

## **2.3. LIABILITY FOR BODILY INJURY TO THIRD PARTIES**

### **2.3.1. COVERAGE**

This coverage covers civil liability incurred by the Insured or any person who uses the Insured Vehicle with their express or tacit consent and as a result of said use causes physical injuries or death to Third Parties other than the Occupants, travelers or passengers of the Insured Vehicle.

In the case of tractor trucks, civil liability incurred by the first semi trailer shall also be covered for physical injuries or death to Third Parties, provided that it is

hauled by the tractor truck and has the devices and mechanisms necessary for this purpose. **Except where agreed otherwise, personal civil liability incurred by the second semi trailer shall not be covered, nor shall damages incurred by the cargo transported by the Insured Vehicle be covered. For other Types of vehicle, this coverage shall not have effect if the vehicle hauls any trailer, unless agreed otherwise and specified on the Policy title page.**

Special equipment fitted in the described vehicle is also covered when specified on the Policy title page.

### **2.3.2. MAXIMUM LIABILITY LIMIT**

This shall be that set forth on the Policy title page and shall indemnify pursuant to the provisions of Clause 7, Insured sums and indemnity requirements.

The expenses and fees to which the Insured or the driver have been sentenced in case of a trial against them for civil liability incurred pursuant to Mexican law.

### **2.3.3. DEDUCTIBLE**

The Deductible at the expense of the Insured shall be that which appears on the Policy title page. Application of the Deductible shall be per Event and per Trailer, Insured Vehicle and Transported Unit.

MAPFRE shall be liable for damage incurred even when the corresponding deductible has not been paid previously.

### **2.3.4. EXCLUSIONS**

**In addition to that agreed in Clause 3 Exclusions, this coverage does not under any circumstances include:**

**2.3.4.1. When the Insured Vehicle participates in automobile competitions of speed and/or resistance, whether by amateurs or professionals, unless agreed otherwise.**

**2.3.4.2. Liability for personal damages to Third Parties when they are legally dependent on the Insured and/or driver, or when they are working for the latter at the time of the Claim.**

**2.3.4.3. Pain and suffering, except for the provision in the second paragraph of the clause.**

**2.3.4.4. Harm, expense, loss, indemnity or damage, provided that these monetary effects are indirect.**

**2.3.4.5. Property damage to third parties.**

**2.3.4.6. Injuries caused to the Occupants of the Insured Vehicle.**

**2.3.4.7. Legal defense expenses, as well as payment of bonds, bail or fines of any nature.**

**2.3.4.8. Any acknowledgment of debts, transactions or any other actions of a similar nature executed or settled without the consent of MAPFRE. Confession of the material nature of an act may not be incorporated into acknowledgment of liability.**

**2.3.4.9. Personal injuries caused to travelers or passengers.**

## **2.4. LIABILITY FOR PROPERTY DAMAGE TO THIRD PARTIES**

### **2.4.1. COVERAGE**

This coverage includes civil liability incurred by the Insured or any person who uses the Insured Vehicle with their express or tacit consent and as a result of said use causes material property damage to Third Parties.

In the case of tractor trucks, civil liability incurred by the first semi trailer shall also be covered for property, provided that it is hauled by the tractor truck and has the devices and mechanisms necessary for this purpose. **Except where agreed otherwise, civil liability for property incurred by the second semi trailer shall not be covered, nor shall damages incurred by the cargo transported by the Insured Vehicle be covered. For other Types of vehicle, this coverage shall not have effect if the Insured Vehicle hauls any trailer, unless agreed otherwise and specified on the Policy title page.**

Special equipment fitted in the described vehicle is also covered when specified on the Policy title page.

### **2.4.2. MAXIMUM LIABILITY LIMIT**

This shall be that set forth on the Policy title page and shall indemnify pursuant to the provisions of Clause 7, Insured sums and indemnity requirements.

### **2.4.3. DEDUCTIBLE**

The Deductible at the expense of the Insured shall be that which appears on the Policy title page. Application of the Deductible shall be per Event and per Trailer, Insured Vehicle and Transported Unit.

MAPFRE shall be liable for damage incurred even when the corresponding deductible has not been paid previously.

### **2.4.4. EXCLUSIONS**

**In addition to that agreed in Clause 3 Exclusions, this coverage does not under any circumstances include:**

**2.4.4.1. Civil liability of the Insured for physical damage to property in the Insured Vehicle.**

**2.4.4.2. Civil liability of the Insured for damage to Third Party property that belongs to people with a Family Relationship, whether by blood, marriage or adoption, to the Insured, or who work for the latter at the time of the Claim.**

**2.4.4.3. Civil liability of the Insured for damage to Third Party property that belongs to employees, agents or representatives of the Insured whilst on the premises of the latter.**

**2.4.4.4. Civil liability of the Insured for physical damage to property that is under their custody or responsibility.**

**2.4.4.5. Personal damages to third parties.**

**2.4.4.6. Legal defense expenses, as well as payment of bonds, bail or fines of any nature.**

**2.4.4.7. Any acknowledgment of debts, transactions or any other actions of a similar nature executed or settled without the consent of MAPFRE. Confession of the material nature of an act may not be incorporated into acknowledgment of liability.**

**2.4.4.8. Property damage caused to travelers and/or passengers.**

**2.4.4.9. Civil liability of the Insured or driver for damage to the environment, as well as any obligation derived from damage to ecosystems, unless agreed otherwise.**

**2.4.4.10. This coverage does not include liability risk for personal damage to Third Parties whilst they occupy the vehicle described in the Policy title page.**

## **2.5. COMBINED SINGLE LIMIT FOR LIABILITY**

### **2.5.1. COVERAGE**

In case this coverage is contracted, the same risks shall be covered, with the same exclusions and conditions stipulated in the Coverages for Civil Liability for Third Party Property Damage and Civil Liability for Third Party Personal Damage.

### **2.5.2. MAXIMUM LIABILITY LIMIT**

This shall be that set forth on the Policy title page and shall indemnify pursuant to the provisions of Clause 7, Insured sums and indemnity requirements.

### **2.5.3. DEDUCTIBLE**

The Deductible at the expense of the Insured shall be that which appears on the Policy title page. Application of the Deductible shall be per Event and per Insured Vehicle, Trailer and Transported Unit.

MAPFRE shall be liable for damage incurred even when the corresponding deductible has not been paid previously.

### **2.5.4. EXCLUSIONS**

**The exclusions stipulated in the Coverages of Civil Liability for Third Party Property**

**Damage and Third Party personal damage apply to this coverage in addition to that agreed in Clause 3 Exclusions.**

## **2.6. MEDICAL EXPENSES**

### **2.6.1. COVERAGE**

If this coverage is contracted, MAPFRE shall make payment of medical expenses under the heading of hospitalization, medicines, Medical Care, nurses, ambulance service and burial expenses, due to physical injuries suffered by the Insured, driver or any person occupying the Insured Vehicle in automobile accidents or for any of the risks mentioned in Clause 2.1.1 of these policy terms, provided that the physical injuries occur whilst within the compartment, cab or cabin intended for transporting people.

Medical expenses for care given to the driver and Occupants of the Insured Vehicle shall also be covered for injuries caused as a result of an attempt at Total Theft or Total Theft with violence of said vehicle.

The headings of medical expenses for Occupants covered in the Policy title page include the following:

a) Hospitalization. Food and room in the hospital, physiotherapy, additional bed for a visitor of the injured person, expenses inherent to hospitalization and in general, drugs and medicines prescribed by a doctor.

b) Medical Care. Only services of general physicians and specialists, surgeons, osteopaths or physiotherapists who are legally authorized to practice their respective professions.

c) Nurses. The cost of services from registered nurses or those who have a license to practice.

d) Ambulance Services. Only those expenses disbursed for ambulance services when use of these is essential.

e) Burial Expenses. Only those expenses disbursed for religious ceremonies, administrative procedures, coffin, embalming expenses, wake service, flowers and transportation of the deceased. Burial expenses per person shall be reimbursed after presentation of the respective documentation, which must meet all fiscal requirements. Up to 25% of the corresponding insured sum per person shall be covered.

f) Eyeglasses. When an ophthalmic injury is diagnosed

as a result of the accident within the following 60 calendar days. Moreover, in case that glasses are damaged as a result of the accident, MAPFRE shall indemnify the cost of repair or replacement of the same. The liability limit for these items is 45 daily values of the Measurement and Updating Unit (UMA).

g) Orthopedic Prostheses. When a specialist physician determines that the implanting of a prosthesis due to partial or Total Loss of any limb(s) is necessary as a result of the accident. The amount to be paid under this heading shall not exceed 20% of the insured sum contracted in the coverage of Driver and/or Occupant Medical Expenses.

h) Dental Prostheses. When the implanting of dental prostheses prescribed by the treating physician is necessary within the 30 days following the accident.

### 2.6.2. MAXIMUM LIABILITY LIMIT

This shall be that set forth in the title page of this Policy. It operates as a Combined Single Limit for the different headings covered in point 2.6.1, and shall be indemnified with a Usual and Customary Cost pursuant to the provisions of Clause 1 Definitions, and pursuant to the provisions of Clause 7 Insured sums and indemnity requirements.

### 2.6.3. DEDUCTIBLE

The Deductible at the expense of the Insured shall be that which appears on the Policy title page. Application of the Deductible shall be per Event and per Insured Vehicle, Trailer and Transported Unit.

### 2.6.4. INDEMNIFIABLE PROPORTION

In case that the number of injured Occupants exceeds the number of Occupants set forth in the Insured Vehicle's registration card when an Automobile Accident occurs, the maximum limit of indemnity shall be divided among the number of Occupants injured, including the driver.

### 2.6.5. EXCLUSIONS

**In addition to that agreed in Clause 3 Exclusions, this coverage does not under any circumstances include:**

**2.6.3.1. Medical expenses incurred due to injuries suffered by the Occupants of the Insured Vehicle from fighting, regardless of the level of participation of the Occupants in the fight.**

**2.6.3.2. Medical expenses for travelers and/or passengers.**

**2.6.3.3. Congenital and/or pre-existing illnesses.**

**2.6.3.4 Chiropractic treatments**

## **2.7. PARTIAL THEFT**

### **2.7.1. COVERAGE**

In case this has been contracted and is indicated in the title page of the Policy as covered, MAPFRE agrees to cover Partial Theft of the parts that are outside or inside the vehicle and that form part of the same, pursuant to the definition of the Insured Vehicle specified in Clause 1 Definitions of the policy terms, and that this is not derived from a Total Theft of the Insured Vehicle.

### **2.7.2. MAXIMUM LIABILITY LIMIT**

This is that described in the title page of the Policy and shall be indemnified pursuant to the provisions of Clause 7 Insured sums and indemnity requirements, point 7.3, Indemnity requirements in case of partial losses, of the policy terms.

All indemnity that MAPFRE pays shall be deducted by an equal amount from the insured sum.

### **2.7.3. DEDUCTIBLE**

Coverage is contracted with the invariable application of a Deductible in each Claim and per Insured Vehicle, Trailer and Transported Unit covered on the Policy title page, payment of which shall be at the expense of the Insured.

The amount of this quantity is the result of applying the percentage of Deductible stipulated and agreed on the Policy title page to the maximum limit of liability set forth on the same for this coverage on the date of the Claim.

### **2.7.4. Exclusions**

**In addition to that agreed in Clause 3 Exclusions of the Policy terms, this coverage does not under any circumstances include:**

**2.7.4.1 Any other part, accessory, sign, conversion, adaptation or modification to the structure installed at the request of the buyer or owner or by the Dealerships, distributors, self-installed or installed by Third Parties, when not included under the coverage of Adaptations, Conversions and/or Special Equipment.**



## **2.7.4.2 Theft of Windows and side mirrors.**

**2.7.4.3. Equipment lacking an invoice that meets requirements from tax authorities or if from a foreign country and lacks documentation of property and/or an import license, as well as payment of import tariffs pursuant to the legislation in effect on the date the property was acquired.**

**2.7.4.4. Personal property, luggage, electronic equipment and / or personal accessories.**

## **2.7.5. NOTIFICATION TO AUTHORITIES**

In addition to that agreed in Clause 6, Obligations of the Insured in case of Claim, the Insured must present a formal complaint or report to the competent authorities as an invariable requirement for payment of claims related to this coverage as soon as they become aware of Partial Theft of the Insured Vehicle that is the reason for the claim. All terms and conditions stipulated in the policy terms shall apply as corresponds in addition to the provisions of this coverage.

## **2.8. PLANE TICKETS**

### **2.8.1. COVERAGE**

If contracted, this coverage shall operate in case of a Claim for Total Loss due to Physical Damages or Total Theft of the Insured Vehicle pursuant to the definition set forth in Clause 1, Definitions of these policy terms, it being agreed to reimburse the Insured for the cost of plane tickets on a commercial airline at a tourist rate so that the Insured and the Occupants of the Insured Vehicle are transported to the intended destination or their primary address.

### **2.8.2. MAXIMUM LIABILITY LIMIT**

This is maximum amount of liability that MAPFRE is obliged to indemnify per plane ticket on a commercial airline at a tourist rate for the driver and the Occupants of the Insured Vehicle, which is stipulated on the Policy title page.

The number of plane tickets is limited to the Occupant capacity of the Insured Vehicle indicated on the Manufacturer's data sheet, including the driver.

One Event per Policy valid term is covered.

### **2.8.3. DEDUCTIBLE**

The amount to be paid by the Insured shall be the amount specified on the Policy title page for the coverage affected.

### **2.8.4. EXCLUSIONS**

In addition to that agreed in Clause 3 Exclusions, this coverage does not under any circumstances include:

**2.8.4.1** When the Insured is within the limit of the Border Area and the transportation is to a neighboring state.

**2.8.4.2** The lack of fiscal documentation for the expense made pursuant to Clause 7.5 to apply coverage.

**2.8.4.3** Transportation between neighboring states if the route is less than 500 kilometers and/or 310 miles.

**2.8.4.4** Transportation of property and/or pets.

**2.8.4.5** Excess baggage.

**2.8.4.6** When the Insured Vehicle has not been declared a Total Loss due to Physical Damages.

**2.8.4.7** In case there is no Notification of the Authorities for Total Theft.

**2.8.4.8** When the Physical Damages or Total Theft Claim is declared inadmissible.

## **2.9. CAR RENTAL**

### **2.9.1. COVERAGE**

In case it has been contracted, this coverage shall operate when a Claim occurs for Total Loss due to Physical Damages or Total Theft of the Insured Vehicle, pursuant to the definition set forth in Clause 1 Definitions of these policy terms, it is agreed to reimburse the Insured for the cost of renting a vehicle.

### **2.9.2. MAXIMUM LIABILITY LIMIT**

This shall be a daily amount up to the maximum number of days, both being specified in the Policy title page.

### **2.9.3. DEDUCTIBLE**

The amount to be paid by the Insured shall be the amount specified on the Policy title page for the coverage affected..

### **2.9.4. EXCLUSIONS**

In addition to that agreed in Clause 3 Exclusions, this coverage does not under any circumstances include:

**2.9.4.1. The lack of fiscal documentation for the expense made pursuant to Clause 7.5 to apply coverage.**

**2.9.4.2. Damage caused to or by the rental Vehicle.**

**2.9.4.3. When the Insured Vehicle has not been declared a Total Loss due to Physical Damages.**

**2.9.4.4. In case there is no Notification of the Authorities for Total Theft.**

**2.9.4.5. When the Physical Damages or Total Theft Claim is declared inadmissible.**

**2.9.4.6. Any additional expenses related to the hiring of the car for rent, including insurance.**



# GENERAL EXCLUSIONS

**Under no circumstances does this contract cover:**

**3.1. Damage caused to or by the Insured Vehicle when this is driven by a person who lacks a valid driving license or a valid driving permit issued by the competent authority or that said license is not the correct type for driving the Insured Vehicle, unless this person was not involved in occurrence of the Claim.**

**3.2. Claim or damage caused to or by the Insured Vehicle as a result of any type of warfare, due to war, military service, uprising, as well as expropriation, requisition, confiscation or seizure by the legally acknowledged authorities in the performance of their duties who are involved in said actions with or without the consent of the Insured.**

**3.3. Any harm, penalty, expense, loss or damage experienced by the Insured consisting of deprivation of Insured Vehicle use and payment of bond Premiums that are not covered in this contract.**

**3.4. Breakage, mechanical breakdown or lack of resistance of any part, unless caused by any of the risks covered.**

**3.5. Manufacturing defects or natural wear and tear of the Insured Vehicle or its parts.**

**3.6. Depreciation of the Insured Vehicle or its parts, as well as physical damages to the vehicle that are caused by transported property, unless caused by any of the risks covered.**

**3.7. Damage caused to or by the Insured Vehicle caused by overloading (excessive size or weight), by inappropriate distribution of the load and/or by subjecting it to excessive traction regarding its resistance or capacity. In these cases, MAPFRE shall also not be liable for damages incurred to viaducts, bridges, scales or any public highway and/or objects or underground installations, whether due to vibration or the weight of the vehicle or its load.**

**3.8. Damage caused to or by the Insured Vehicle due to risks and/or Coverages not included in this contract.**

**3.9. Claim or damage caused to the Lower Parts of the Insured Vehicle when travelling off-road or when roads are impassable, i.e. not acknowledged by the authority as vehicle thoroughfares.**

**3.10. The payments that the Insured and/or driver must make for obligations in the areas of civil, criminal or professional risk liability due to accidents suffered by the Occupants of the Insured Vehicle, unless these are included in the Coverages contracted.**

**3.11. Damage caused to or by the Insured Vehicle that are due to gross negligence of the Insured Vehicle's driver, who at that time was under the effects of drugs, narcotics or hallucinogens not prescribed as medication or under the influence of alcohol.**

**3.12. Damage caused to or by the Insured Vehicle due to intentional actions of the Insured and/or driver of the vehicle.**

**3.13. Property of the Insured and/or Contracting Party, or third parties, that is inside the Insured Vehicle.**

### **3.14. Fraud.**

**3.15. Claim or damages caused to the Insured Vehicle due to Partial Theft, unless Partial Theft coverage has been contracted or derived from Total Theft.**

**3.16. Damage caused to or by the Insured Vehicle due to acts of terrorism or as a result of the use of weapons, explosives or toxic substances.**

**3.17. Claim and/or damage caused to the Insured Vehicle due to the installation of any safety device and/or accessories and/or adaptations and/or special equipment.**

**3.18. Damage caused to the Insured Vehicle itself due to the load it is transporting or damages caused by itself or by the load it is transporting when performing loading or unloading maneuvers.**

**3.19. Lack of compliance with the requirements indicated in Clause 5 on Specific Conditions of Legal Defense Coverage of these conditions shall result in the Insurance Company being exempt from any contractual obligation.**

**3.20. Damages caused to or by the Insured Vehicle when it is transporting a type of load other than that declared in the Policy title page and/or corresponding endorsement.**

**3.21. When the circumstances leading to the Claim constitute the crime of breach of trust, derived from the following:**

**a) Committed by people who have a Family Relationship with the Insured, whether by blood, marriage or adoption.**

**b) Committed by any of the people who appear as insured on the Policy title page.**

**c) Originating in the intention of the Insured to sell the Insured Vehicle.**

**d) Possession, use and enjoyment of the Insured Vehicle has been transferred through a credit or leasing agreement, in any of its forms.**

**3.22. Claims and/or damages caused to the Insured Vehicle prior to the Policy and/or corresponding endorsement coming into effect.**

**3.23. Maneuvers for transshipment of the load transported in the Insured Vehicle, in case of an Automobile Accident or Highway Assistance.**

**3.24. Insured Vehicles and/or Insured and/or Beneficiaries that participate in any kinds of races, safety, resistance or speed tests, as well as competitions, exhibitions or vehicles for teaching.**

**3.25. Damage caused when the Insured Vehicle circulates within airport facilities.**

**3.26. Damage caused to or by the vehicle described in this Policy and that are the result of hauling trailers, motorcycles or boats, unless expressly agreed or if the trailer, motorcycle or boat are covered by the Policy.**

**3.27. Damage caused to or by boats, motorcycles and other transported units when not towed and/or transported on the Insured Trailer.**

**3.28. Theft or damage caused to the Insured vehicle whose circulation is restricted or prohibited in the country of origin and the title certificate bears the phrase "Parts only", "Destruction", "Assembled parts", "Dismantlers", "Non**

**repairable”, “Non rebuildable”, “Not street legal”, “Junk”, “Crush”, “Scrap”, “Seizure/ Forfeiture”, “Off-highway use only”, “Not eligible for road use”, in the case of border vehicles, legally imported, and registered or imported.**

**3.29. Telephony expenses in which the Insured has incurred in reporting or following a claim.**

**3.30. Vehicles whose temporary import permit is not in force at the date of the accident.**



## CLAUSE 4

# PREMIUM, INFORMATION REQUEST AND PAYMENT OBLIGATIONS



### 4.1 PREMIUM

Unless agreed to the contrary, the Premium shall expire and must be paid when the valid term of the contract begins, referred to as the first period of the insurance, understanding the period of insurance as the duration for which the Premium unit is calculated. In case of doubt, the period of insurance shall be understood as one year under the terms of Article 34 of the Insurance Contract Act.

Nevertheless, both parties agree that for purposes of this insurance contract, the Premium shall expire at the start of the term of the Policy (specified in the title page of the same) and must be paid within 30 (thirty) calendar days following that date at the latest.

At twelve hours of the last day of the period referred to in the paragraph above, the effects of the contract shall terminate automatically if the Contracting Party fails to cover the total amount of the Premium or the agreed-upon fraction thereof.

In accordance with the policies in force set forth by the Company, automatic payments to a bank account may be agreed upon, using CLABE, check or debit or credit card, or payroll deduction. In this case the account statement or payroll receipt where the charge of the Premium appears shall be sufficient proof of payment of the same. Likewise, if agreeing to pay in cash, this shall be subject to the conditions and amounts indicated in the Resolution issuing Provisions of a general nature to which refers Article 492 of the Insurance and Securities Institution Act and other applicable provisions, in which case the Deposit Slip which proves deposit of the Premium to the Company shall be sufficient proof of payment. The payment date shall be recognized as that reflected by the corresponding transaction on the receipt, proof of payment, deposit slip or account statement.

In no event shall MAPFRE elude liability for the occurrence of Claim by means of clauses in which it is agreed that the insurance shall not be valid until after payment of the Premium or the first fraction thereof, in

terms of Article 35 of the Insurance Contract Act (Article which prohibits Insurers from establishing clauses by which the Insurance shall take effect only after the Premium is paid).

In the event of Total Loss, MAPFRE shall deduct from the indemnity due to the Insured or Contracting Party the total pending payment of the Premium or the unpaid fractions thereof from the affected risk, until the Premium corresponding to the contracted insurance period is paid in full.

In the event of Claim, MAPFRE may deduct the total pending payment of the Premium from the indemnity, if the corresponding Premium had not been paid during the Grace Period.

#### **4.2. INFORMATION REQUEST**

During the valid term of the Policy, the Contracting Party may request in writing that MAPFRE informs it of the percentage of the Premium that corresponds to the intermediary or company under the heading of fee or direct compensation due to its involvement in execution of this contract. The institution shall provide said information in writing or by electronic media within a period that shall not exceed ten working days after the date the request was received.

#### **4.3. SUSPENSION OF THE EFFECTS OF THE CONTRACT DUE TO PAYMENT FAILURE**

For purposes of this Insurance, the period for payment is stipulated in the Policy title page. In the absence thereof, the provisions in Article 40 of the Insurance Contract Act shall be applied:

“Article 40.- If the premium or the corresponding fraction has not been paid, in the case of payment in installments pursuant to the agreed upon term, the effects of the contract shall be automatically suspended at twelve hours of the last day of this period. In the event that a term had not been established, a period of thirty calendar days following the date of its expiration shall be applied”.

#### **4.4. REINSTATEMENT**

Notwithstanding that set forth in the points above, the Insured may pay the Premium of this insurance within 30 (thirty) days after the the last day of the grace period indicated in said point. In this case, due to the aforementioned payment, the effects of this insurance shall be reinstated starting at the time and date indicated in the proof of payment and the original valid term shall automatically extend for a duration

equal to that comprised between the last day of the aforementioned grace period and the time and date in which the Reinstatement took effect.

However, if the Insured submits written request to conserve the original valid term of the insurance no later than at the time the aforementioned payment is made, the Company shall adjust and immediately return, when applicable, on a pro rata basis, the Premium corresponding to the period which suspended the effects of the same, pursuant to Article 40 of the Insurance Contract Act, the start and end times of which are indicated in the paragraph above.

In the event the timestamp fails to register on the proof of payment, the insurance shall be understood to be reinstated as of 12:00 (twelve) hours on the date of payment.

Notwithstanding its automatic effects, a record of the Reinstatement referred to in this clause shall be made by MAPFRE for administrative purposes on the receipt issued for the corresponding payment and in any other document issued after said payment.

#### **4.5 PLACE OF PAYMENT**

The agreed upon Premiums must be paid in the Offices of MAPFRE, who shall issue the corresponding receipt.

Notwithstanding this obligation, it may be agreed with the Contracting Party that the payment can be made through a charge to a checking account or through other agreed upon financial instruments, obligating the Contracting Party to maintain sufficient balance in order to charge the full amount of the Premium.

Until MAPFRE delivers the receipt for payment of Premiums, the account statement where the charge appears shall be sufficient proof of said payment. When the corresponding charge fails to process due to a cause attributable to the Contracting Party, the effects of the Insurance Contract shall be suspended automatically.

The payment shall be understood as processed as of 12:00 (twelve) hours on the date carried out, unless the time is registered on the proof of payment, in which case the former shall prevail.

In the event of Claim, MAPFRE may deduct the total sum of pending Premium from the indemnity, until completing the sum total of unpaid expired Premiums.



# OBLIGATIONS OF THE INSURED IN CASE OF LOSS

The Insured shall:

## 5.1. PRECAUTIONS

Execute all actions or measures intended to avoid or reduce the damage. If there is no danger in delay, it shall ask MAPFRE for instructions and must follow those it gives. Expenses made by the Insured that are not clearly inadmissible shall be paid by MAPFRE and if the latter gives instructions, it shall pay said expenses in advance.

If the Insured does not comply with the obligations imposed in the above paragraph, MAPFRE shall have the right to limit or reduce the indemnity, including the value it would have stood at if the Insured had complied with said obligations.

## 5.2. NOTIFICATION OF LOSS

Notify MAPFRE as soon as it is aware of the situation and within a maximum period of five days except for an act of God or force majeure, being obliged to do this as soon as one or the other ceases. Lack of prompt notification shall lead to MAPFRE being released from the obligations derived from this contract, if the intention of the Insured or Beneficiary or driver was to prevent prompt corroboration of the circumstances under which the Claim occurred. If this is not the case, it may only lead to indemnity being reduced to the quantity that the Claim would originally have amounted to if MAPFRE had been notified promptly of the same.

**Notification to MAPFRE must be made in México before crossing the border again. If not, the claim shall be rejected.**

## 5.3. NOTIFICATION TO THE AUTHORITIES

Submit a formal complaint or report to the competent authorities as soon as they are aware of the situation when dealing with theft or any other criminal act that could be cause for claiming under the cover of this Policy, and cooperate with MAPFRE to achieve recovery of the vehicle or the amount of damage suffered, being liable for the damages and losses caused to MAPFRE by their omission.

## 5.4. IN THE EVENT OF CLAIMS

In case of claims that affect Coverages for civil liability, 2.3, 2.4 and 2.5 of these policy terms, the Insured is also obligated to:

5.4.1. Communicate with MAPFRE within the 24 working hours following claims or suits received by them or their representatives, to which effect they shall send it the documents or copies of the same that were delivered to them for this purpose. In case that the Insured does not comply with said communication, MAPFRE shall not be obliged to pay any quantity in case that the Insured and/or driver of the Insured Vehicle is convicted.

MAPFRE shall not be obligated to acknowledge debts, transaction or any other legal documents of a similar nature, or actions agreed upon without its consent. Confession of the material nature of an act may not be incorporated into acknowledgment of liability.

5.4.2. To exercise and assert the actions and defenses that legally correspond to them before any authority due to the civil liability covered, providing if necessary the necessary details and evidence that have been requested by MAPFRE for their defense, including the granting of powers in favor of the person designated by MAPFRE so that it can represent them in the aforementioned proceedings, in case that it cannot directly take part in all processes of said proceedings and when said coverage is admissible.

In case of claims that affect coverage of Driver and Occupant Medical Expenses, the Insured or injured person must give notification of the Claim immediately or within a period of no more than 5 days, breach of which shall lead to loss of due indemnity from the Insurer. After having received the medical pass assigned, the injured person is obliged to make use of the same within a period of no more than 10 calendar days; being obliged to notify MAPFRE in case it is not used so that the same may be reinstated or exchanged.

When dealing with a Real Medical Emergency that prevents immediate notification of the Claim, the injured person or Insured may be attended by a physician or hospital without a medical pass, either of them or a family member being obliged to notify MAPFRE of the injuries. The expenses generated by said emergency must be reimbursed by applying the medical and hospital table scale set forth by MAPFRE pursuant to the usual and customary expense of the same.

## **5.5. DOCUMENTATION TO BE DELIVERED BY THE INSURED IN CASE OF TOTAL LOSS**

For indemnity of the Claim in which the Insured Vehicle is declared a Total Loss, the following documentation must be delivered:

- A copy of official identification.
- A copy of the "Registration Card" of the Insured Vehicle.
- The original of the title certificate. In case it is a financed vehicle, a copy of the financing agreement and letter indicating the balance of debt must be delivered.
- A copy of the temporary import permit.
- Assignment of rights signed by the Insured and notarized, entitled "Power of Attorney". This document shall be provided by MAPFRE.
- The signed settlement.

In case of Total Theft, in addition to the above documents:

- A certified copy of the preliminary investigation and accreditation of property before the Public Prosecutor's Office.
- The report to the Federal Police.
- A copy of the traffic department vehicle theft report to the competent authority of the country of origin, known as a courtesy report.
- A copy of the insurance Policy for the country of origin.
- A notarized statement of events known as "AFFIDAVIT OF AUTOMOBILE TOTAL THEFT". This document shall be provided by MAPFRE.

## **5.6. TERM FOR INDEMNITY PAYMENT**

The credit resulting from the insurance contract shall expire thirty days after the date in which the Company has received the documentation and information which lay out the basis of the claim.

The Clause in which it is agreed that the credit may not be demanded until after being recognized by the company or proven in court shall be invalid. Article 71 of the Insurance Contract Act.

## **5.7. OBLIGATION TO DECLARE THE EXISTENCE OF OTHER INSURANCE**

The Insured or Contracting Party is obligated to notify MAPFRE by written letter the existence of all insurance it contracts or has contracted with another company on the same risk and for the same interest, indicating the name of the Insurer, the sums insured and the Coverages.

If the Insured intentionally fails to give notification that it has contracted other insurance, or if it contracts various insurance policies to obtain an unlawful gain, MAPFRE shall be released from its obligations.

In case there are other insurance policies, MAPFRE is obligated to pay the full value of the damage suffered within the limits of the insured sum and may file a claim for recovery against the other insurance companies, who shall pay the damages and losses in proportion to the quantity or limits Insured by them.

## **5.8 APPLICABLE PROVISIONS FOR DELIVERY OF INFORMATION AND DOCUMENTATION DERIVED FROM THE INSURANCE CONTRACT ACT**

**ARTICLE 69.** The Insurance Company has the right to demand all kinds of information from the Insured or Beneficiary on the facts regarding the Claim and with which the circumstances of its occurrence and the consequences of the same can be determined.

**ARTICLE 70.** The obligations of the company shall be terminated if it is shown that the Insured, Beneficiary or representatives of both dissimulate or inexactly declare facts that would exclude or could restrict said obligations in order to lead it into making a mistake. The same shall be observed in case that, for the same reason, the documentation mentioned in the above article is not sent promptly.

**ARTICLE 71.** The credit resulting from an insurance contract shall expire thirty days after the date on which the company has received the documents and information that allow it to know the basis of the claim.

The clause in which it is agreed that the credit cannot be demanded until after having been acknowledged by the company or proven in court shall be null and void.

## **5.9. STORAGE EXPENSES**

If the Insured does not deliver the corresponding documentation within the first 90 calendar days after reporting a Claim, in which MAPFRE determines Total Loss due to physical damages and/or recovered Total Theft, MAPFRE shall deduct the amount corresponding to the expenses for safeguarding and/or car pound storage from the indemnity, equivalent to 2 daily values of the Measurement and Updating Unit (UMA), for each calendar day of storage in the car pound from calendar day 91 until the date the Claim report is received, with a limit equivalent to the amount of indemnity corresponding to the Total Loss.



# APPRAISAL AND REPAIR OF DAMAGE IN THE EVENT OF CLAIM

## 6.1. DAMAGE APPRAISAL

If the Insured has complied with the obligation imposed in Clause 5, Obligations of the Insured in case of claim, and the vehicle is free from any impoundment, seizure, confiscation, Sequestration, forfeiture or attachment or any other similar situation brought about by order of the legally acknowledged authorities in the performance of their duties who are involved in said actions, MAPFRE is obligated to begin appraisal of the damages without delay, once the physical location of the Insured Vehicle is known.

When MAPFRE does not perform the appraisal of the damage sustained by the vehicle within 72 hours following the time the vehicle entered the respective workshop or appraisal center, and provided it meets the condition of the paragraph above, the Insured shall be authorized to perform its own appraisal and submit it to MAPFRE for review and approval under the terms of this Policy, unless the appraisal cannot be carried out for reasons attributable to the Insured.

Except for that indicated in the paragraph above, MAPFRE shall not recognize damage caused to the vehicle if repair has begun before it has appraised the damage.

## 6.2. CONDITIONS APPLICABLE TO THE REPAIR OF DAMAGE

Once the appraisal has concluded and its liability has been recognized, and notwithstanding the provisions of Article 71 of the Insurance Contract Act, MAPFRE may choose to repair the damage, indemnify the Insured with the amount of the appraisal for the damage sustained on the date of the claim, or otherwise replace the damaged property for another of the same characteristics as that of the Insured or Beneficiary, upon receipt of the documents or information permitting the claim to be recognized within a period not exceeding 30 working days, pursuant to the following:

I. When MAPFRE chooses to repair the vehicle pursuant to the terms of Article 116 of the Insurance Contract Act, it shall do so with the express consent of the insured or beneficiary, taking into consideration the following:



a) If the vehicle is within the first 24 months of use counting from the date appearing in the original invoice, the repair centers stipulated shall be the Dealerships for that make or those repair shops that render supplementary service in the location nearest to the occurrence of the loss. For vehicles with more than 24 months of use, the repair centers stipulated shall be the multi-brand or specialized workshops that MAPFRE proposes.

b) Delivery times for repaired vehicles shall be subject to the availability of resources of the chosen repair center, with an approximate delivery time of 30 working days. Said delivery times may be extended 15 additional working days due to adverse circumstances regarding the effective procurement of spare parts or damaged components, MAPFRE shall notify the situation to the insured and/or contracting party, if applicable, in a timely manner. If the Insured and/or Contractor does not agree to the extension for repair, it may request compensation for the repair under subparagraphs a) and b) of section II of this clause.

Deducting if necessary any partial repair that had already been performed.

c) Availability of parts and spare parts shall be subject to the stock availability of the manufacturer, importer and/or distributor, therefore the conditions of this contract do not refer to demanding that MAPFRE locate them in case of shortage.

d) In case of repair to the vehicle, parts and/or spare parts shall be replaced only for cases in which their repair cannot be guaranteed or if they do not visibly damage its aesthetics

e) In case of repairing legally imported vehicles, MAPFRE may choose to either repair the vehicle or pay the corresponding indemnity.

f) The vehicle repair guarantee shall be subject to that offered by the manufacturer, importer and/or distributor of the parts or spare parts, as well as those stipulated by the repair shop or dealership in terms of labor.

Notwithstanding the above, in the event that damage is not detected at the time of the appraisal and its being an immediate and direct result of the loss claimed, the insured shall notify the institution and shall submit the vehicle for a new appraisal and, if necessary, its corresponding repair.

II. When MAPFRE opts to pay indemnity, it shall do so with the express consent of the insured or beneficiary, who may choose:

a) Payment of the damage, subject to prior appraisal by MAPFRE equal to the amount of indemnity.

b) Direct payment in accordance with the appraisal by MAPFRE to the service provider chosen by the insured or beneficiary from among the dealerships or automobile workshops with which MAPFRE has agreements with for such purpose, available in the location nearest to the place of the accident.

MAPFRE's involvement in the appraisal of the damage or any assistance that it, its employees or representatives may provide to the Insured, does not imply acceptance of or any liability whatsoever with regard to the loss claimed.

For due compliance with Article 71 of the Insurance Contract Act, it shall be understood that the insured has complied with its obligation by submitting to MAPFRE the documentation specified for each case in the instructions to follow in the event of loss which has been delivered together with the policy.

### **6.3. EXPENSES FOR MANEUVERS, IMPOUND AND RELOCATION OF THE INSURED VEHICLE**

In the event of a loss qualifying for indemnity under the terms of coverage for Physical Damage, Total loss due to Physical Damage or Total Theft, MAPFRE shall pay up to the amount equivalent to 600 daily values of the Measurement and Updating Unit (UMA) for the cost of the corresponding maneuvers to have the Insured Vehicle ready for relocation, relocation expenses to the place designated by MAPFRE and impound expenses in the event the insured unit is seized by the Public Prosecutor's Office or legal authorities, except when the Insured Vehicle is seized by said authority as a result of an investigation due to involvement thereof in perpetrating organized crime.

If the Insured chooses to relocate the Vehicle to a place other than that chosen by MAPFRE, the latter shall only pay up to the amount equivalent to 60 daily values of the Measurement and Updating Unit (UMA) for that expense, regardless of the place of the relocation.

In the event that, as a result of the loss, the insured unit is impounded by the Public Prosecutor's Office or legal authorities, MAPFRE shall cover it

by REIMBURSEMENT of tow truck and impound expenses, up to a maximum limit of 60 daily values of the Measurement and Updating Unit (UMA) at the time of the loss.

All expenses and liability shall be at the responsibility and expense of the Insured for any agreement that the Insured makes with the tow truck or impound service provider implying a use or service other than that stipulated by MAPFRE.



# INSURED SUMS AND INDEMNITY BASIS

Articles 86, 91, 92 and 95 of the Insurance Contract Act shall be taken into consideration in any event for the corresponding indemnity.

**ARTICLE 86:** “With insurance against damages, the Insurance Company shall only answer for the damage caused up to the limit of the Insured sum and real value. The company shall answer for the loss of use or interest obtained from the insured item, if expressly agreed as such”.

**ARTICLE 91:** “In order to set indemnity of the insurance, the value of the Insured interest at the time the Claim shall be taken into account”.

**ARTICLE 92:** “Except where agreed to the contrary, if the insured sum is less than the Insured interest, the Insurance Company shall be liable in a manner proportional to the damage caused”.

**ARTICLE 95:** “When an insurance contract is executed for a sum higher than the real value of the insured item and there has been fraud or bad faith by one of the parties, the other shall have the right to sue or oppose the annulment and demand the corresponding indemnity for damages and losses.

If there was no fraud or bad faith, the contract shall be valid, but only when the real value of the insured item matches, both parties being able to request reduction of the insured sum. The Insurance Company shall not have the right to Premiums for the surplus, but expired Premiums and the Premium for the period in effect at the time the Insured gave notification shall belong to the Insurer”.

## 7.1. INSURED SUMS

The indemnity that shall be paid in each coverage for each risk covered under this contract is specified in the title page of this Policy under the heading of insured sum, maximum liability limit or type of value contracted, which include value added tax (VAT) and all corresponding legal taxes less the amount of the corresponding Deductible.

In case of Total Loss affecting Coverages for Physical Damage, Total Loss due to Physical Damage or Total Theft, MAPFRE may choose to indemnify or repair the affected property.

In case that it chooses to indemnify the Claim, this shall be performed under the following criteria, in each case deducting the corresponding Deductible specified in the Policy title page or respective endorsement:

7.1.1. Regarding vehicles with more than one year of use or when the latest model comes onto the market, the commercial Value, or otherwise to repair the vehicle.

7.1.2. When the Insured chooses to repair its unit in a country other than the United Mexican States, the cost of labor, spare parts and painting may not exceed the cost of the same service in the United Mexican States.

## **7.2. REINSTATEMENT OF INSURED SUMS**

The insured sums that have been agreed upon in one or more of this Policy's Coverages shall be reinstated automatically when they have been reduced by payment of any partial indemnity made by MAPFRE during the valid term of the Policy.

This reinstatement shall not operate under any circumstances in coverage for Partial Theft.

## **7.3. INDEMNITY BASIS IN CASE OF PARTIAL LOSSES**

When the cost of the damage caused to the Insured Vehicle is within the limits set forth in the definition of Partial Claim made in Clause 1 Definitions of these conditions, the indemnity shall correspond to the amount of the damage evaluated by MAPFRE, minus the amount of the Deductible corresponding in this case.

In any event, the price of spare parts or accessories on the date of the Claim shall be taken into account when appraisal of the loss is made.

When a Claim covered by the contract occurs in which internal or external components of the engine and/or transmission of the Insured Vehicle and/or Transported Unit are damaged, MAPFRE shall apply a percentage of depreciation or demerit for the use it has had, pursuant to the following:

AGE	DEPRECIATION OR DEMERIT
Up to 3 months	0.0%
More than 3 months and up to 4 months	5.0%
More than 4 months and up to 5 months	5.5%
More than 5 months and up to 6 months	6.0%
More than 6 months and up to 7 months	6.5%
More than 7 months and up to 8 months	7.0%
More than 8 months and up to 9 months	7.5%
More than 9 months and up to 10 months	8.0%
More than 10 months and up to 11 months	8.5%
More than 11 months and up to 12 months	9.0%
More than 12 months and up to 13 months	10.0%
More than 13 months and up to 14 months	11.0%
More than 14 months and up to 15 months	12.0%
More than 15 months and up to 16 months	13.0%
More than 16 months and up to 17 months	14.0%
More than 17 months and up to 24 months	15.0%

AGE	DEPRECIATION OR DEMERIT
More than 2 years and up to 2.5 years	20.0%
More than 2.5 years and up to 3 years	25.0%
More than 3 years and up to 4 years	27.5%
More than 4 years and up to 6 years	30.0%
More than 6 years and up to 7 years	35.0%
More than 7 years and up to 9 years	40.0%
More than 9 years and up to 11 years	50.0%
More than 11 years	60.0%

When a Claim covered by the contract occurs in which the battery of the Insured Vehicle and/or Transported Unit is damaged, MAPFRE shall apply a percentage of depreciation or demerit for the use it has had, pursuant to the following:

- a) If it has physical possession of the battery, it shall be sent to a specialist supplier in the area for appraisal, who shall determine the percentage of demerit in comparison with a new battery with the same or similar characteristics and applying the following criteria:

AGE	DEPRECIATION OR DEMERIT
Up to 12 months	0%
Up to 13 months	26%
Up to 14 months	28%
Up to 15 months	30%
Up to 16 months	32%
Up to 17 months	34%
Up to 18 months	36%
Up to 19 months	38%
Up to 20 months	40%
Up to 21 months	42%
Up to 22 months	44%
Up to 23 months	46%
Up to 24 months	48%
Up to 25 months	50%
Up to 26 months	52%
Up to 27 months	54%
Up to 28 months	56%
Up to 29 months	58%
Up to 30 months	60%
Up to 31 months	62%

AGE	DEPRECIATION OR DEMERIT
Up to 32 months	64%
Up to 33 months	66%
Up to 34 months	68%
Up to 35 months	70%
Up to 36 months	72%
Up to 37 months	74%
Up to 38 months	76%
Up to 39 months	78%
Up to 40 months	80%
Up to 41 months	82%
Up to 42 months	84%
Up to 43 months	86%
Up to 44 months	88%
Up to 45 months	90%
Up to 46 months	92%
Up to 47 months	94%
Up to 48 months	96%
Up to 49 months	98%
More than 49 months	100%

- b) If it does not have physical possession of the battery, an invariable demerit of 25% shall be applied.

When a Claim covered by the contract occurs in which the tires of the Insured Vehicle and/or Insured

Trailer and/or Transported Unit are affected by damage or theft, MAPFRE shall apply a percentage of depreciation or demerit for the use they have had, pursuant to the following:

- a) If it has physical possession of the tire, it shall be sent to a specialist supplier in the area for appraisal, who shall determine the percentage of demerit in comparison with a new tire with the same or similar characteristics, with a minimum demerit of 10% and a maximum of 50%.
- b) If it does not have physical possession of the tire, an invariable demerit of 25% shall be applied.

#### **7.4. INDEMNITY BASIS IN CASE OF TOTAL LOSS**

When the cost of the damage or loss caused to the Insured Vehicle is within the limits set forth in the definition of Total Loss made in Clause 1 Definitions of these conditions, the indemnity shall comprise the amount of the Insured Sum, without exceeding the Commercial Value at the date of Claim, minus the amount of the corresponding Deductible, minus the value of the respective salvage.

In case the Insured carries out the process to import the Insured Vehicle permanently, MAPFRE shall not deduct the value of the respective salvage from the indemnity

The salvage may be sold by the Insured to MAPFRE, who if accepting it shall pay the Insured the corresponding amount on the basis of its real value in accordance with expert estimation. The foregoing pursuant to Article 116 of the Insurance Contract Act:

Article 116 of the Insurance Contract Act: "The company may acquire the salvaged items provided it pays the insured its real value in accordance with expert estimation. It may also replace or repair the insured item to the satisfaction of the insured, thereby releasing itself of indemnity."

If the property title of the Insured Vehicle bears the phrase "Salvage" and/or has been invoiced by an insurance company for reasons of Total Theft or Total Loss due to physical damage, the Claim shall be indemnified on the basis of 50% of the Commercial Value of the vehicle at the time of the accident. If this value exceeds the invoice value by the insurance company, the former shall be considered as the indemnity basis.



The amount of the corresponding Deductible shall be determined on the basis of the indemnity stipulated in the paragraph above.

For the case of Partial Claim due to physical damage, the Deductible shall be determined on the basis of 100% of the value stipulated on the Policy title page.

#### **7.5. TAX DOCUMENTATION**

The documents must comply with all tax requirements applicable pursuant to Mexican law for payment of Total Losses, Total Thefts, repairs, medical expenses, burial expenses, special equipment, adaptation, car rentals, plane tickets, tow trucks or car pounds.



# MORATORIUM INTEREST

In the event that MAPFRE does not comply with the obligations assumed in the insurance contract when these are payable, it shall be obliged, even when the claim is extrajudicial, to pay its obligations pursuant to Article 276 of the General Insurance Institutions and Mutual Insurance Companies Act, transcribed verbatim below.

“Article 276. I.- Obligations in domestic currency shall be denominated in Investment Units at the value of these on the date of maturity of the periods referred to in the first page of this Article and payment of these shall be made in domestic currency at the value the Investment Units have on the date on which the same is made, pursuant to that set forth in paragraph two of Section VIII of this Article.

Moreover, the Insurance Institution shall pay default interest on the obligation denominated in Investment Units pursuant to the provisions of the paragraph above, which shall have a monthly capitalization and whose rate shall be equal to the result of multiplying by 1.25 the cost of collecting installments for liabilities denominated in Investment Units of Mexican multiple banking institutions published by the Bank of Mexico in the Official Gazette of the Federation, corresponding to each one of the months of arrears.

II.- When the main obligation is denominated in foreign currency, in addition to payment of this obligation the Insurance Institution shall be obligated to pay default interest which shall have a monthly capitalization and that shall be calculated by applying to the amount of the obligation itself the percentage resulting from multiplying by 1.25 the cost of collecting installments for liabilities denominated in United States of America dollars of Mexican multiple banking institutions published by the bank of Mexico in the Official Gazette of the Federation, corresponding to each one of the months of arrears.

III.- In the event that the reference rates for calculation of the default interest to which Sections I and II of this Article refers are not published at the date in which the calculation is made, the rate of the previous month shall be applied, and in the event said rates are not

published, it shall be calculated by multiplying the rate replacing them by 1.25, pursuant to the applicable provisions.

**IV.-** The default interest to which this Article refers shall be generated daily, starting on the date of the maturity of the periods referred to in the beginning of this Article up to the day on which the payment set forth in paragraph two of Section VIII in this Article is made. To calculate it, the reference rates must be divided by three hundred and sixty-five and the result multiplied by the number of days corresponding to the months for which the noncompliance persists.

**V.-** In case of repair or replacement of the damaged object, indemnity for arrears shall consist of payment of the corresponding interest in the currency in which the main obligation has been denominated pursuant to Sections I and II of this Article and it shall be calculated on the amount of the cost of repair or replacement.

**VI.-** The rights of the creditor to the indemnity payments set forth in this article are irrevocable. Agreements that attempt to terminate or reduce them shall not have any legal effect. These rights shall have effect for the sole duration of the term stipulated by the Law for enforceability of the main obligation, even if this is not liquid at the time. Once the amount of the main obligation has been established pursuant to agreement of the parties or in the definitive ruling issued in a trial before the judge or arbitrator, the indemnity payments set forth in this article must be made by the Insurance Institution on the amount of the main obligation determined in this way.

**VII.-** If the claim is ruled admissible in the respective trial, even when payment of the indemnity payments set forth in this Article have not been demanded, the judge or arbitrator must sentence the debtor to make these payments pursuant to the Sections above in addition to the main obligation.

**VIII.-** Indemnity for arrears pursuant to the system of adjustment and interests to which Sections I, II, III and IV of this Article refers shall apply to any type of insurance, except for surety insurance that guarantees indemnity in relation to unpaid tax loans, in which case the provisions of the Federal Tax Code shall prevail.

Payment by the Insurance Institution shall be made in a single payment for the total amount of the following items:

- a) Default interests;
- b) The adjustment referred to in paragraph one of Section I of this Article, and
- c) The main obligation.

In the event that the Insurance Institution does not pay the lump sum total amount of the obligations assumed in the insurance contract and indemnity for arrears, any payment made shall apply to the items set forth above in the same order, therefore indemnity for arrears shall continue to be generated pursuant to this article on the unpaid amount of the main obligation, up to the time it is fully paid.

When the Institution enforces a means of defense that suspends the implementation process set forth in this Law and a sentence is passed whereby the contested actions are deemed admissible, the corresponding payment or collection shall include the indemnity for arrears generated by the main obligation up to that time, and

**IX.-** If the Insurance Institution, within the legal period and terms, does not pay indemnity for arrears, the judge or the National Commission for Protection and Defense of Financial Services Users, as applicable, shall penalize it with a fine of 1,000 to 15,000 Days of Salary.

In the event of enforcement of the administrative procedure set forth in Article 278 of this Law, should the Insurance Institution, within the legal period or terms, not pay the indemnity for arrears, the Commission shall penalize it with the fine stipulated in this Section, upon request by the corresponding enforcing authority pursuant to Section II of said Article”.

## CLAUSE 9

# LOSS OF THE RIGHT TO INDEMNITY



The obligations of MAPFRE shall be terminated (Article 70 of the Insurance Contract Act):

9.1. The obligations of the company shall be terminated if it is demonstrated that the Insured, the Beneficiary, or its representatives dissimulate or declare inaccurate facts, with intent to commit error, that exclude or may restrict said obligations. The same shall apply in the event that, for the same intent, documentation is not submitted in a timely manner pursuant to the Article above (Article 70 of the Insurance Contract Act).

9.2. Any omission or inaccurate declaration of facts as referred to in Articles 8, 9 and 10 of this law shall grant the insurance company powers to rescind the contract with full rights, even when the occurrence of loss was not influenced (Article 47 of the Insurance Contract Act).

9.3. The applicant is obligated to declare in writing to the insurance company, in accordance with the relative questionnaire, all significant facts for assessment of risks that may influence the agreed upon conditions, such as known or should be known at the time of the execution of the contract (Article 8 of the Insurance Contract Act).

9.4. If the contract is executed by a representative of the insured, they shall declare all significant facts that are known or should be known related to the representative and the represented (Article 9 of the Insurance Contract Act).

9.5. When insurance is applied for on behalf of another, the applicant must declare all significant facts that are known or should be known related to the insured third party or its intermediary (Article 10 of the Insurance Contract Act).

9.6. The insurance company shall give official notification to the insured or its beneficiaries regarding the termination of the contract within thirty calendar days following the date in which the company itself discovers the omission or inaccurate declaration (Article 48 of the Insurance Contract Act).

9.7. The Insured must inform MAPFRE of essential aggravating circumstances of the risk during the valid term of the Policy within twenty-four hours following the moment it discovers them. If the Insured fails to give notification or if it provokes an essential aggravation of the risk, the obligations of The Company shall cease with full rights thereafter.

9.8. If the date of loss occurred after the end of the valid term of the policy.

9.9. In the event of unilateral termination of the contract for reasons referred to in Article 47 of the Insurance Contract Act, the insurance company reserves the right to the Premium for the period of insurance underway at the time of termination, but if this takes place before the risk initiated for the company, the rights shall be reduced to the reimbursement of expenses incurred (Article 51 of the Insurance Contract Act).

9.10. If the premium had been paid in advance for multiple periods of insurance, the company shall make restitution of three-fourths parts of the premiums corresponding to the future periods of insurance.

### **INVALID CONTRACT**

9.11.- The insurance contract shall be invalid if at the time of its execution, the risk had disappeared or the loss had already occurred. However, the effects of the contract may become retroactive by express agreement of the contracting parties. In case of retroactivity, the insurance company that knows of the inexistence of risks shall lose the rights to the premiums and to reimbursement of its expenses. The contracting party that knows of this circumstance shall lose the rights to make restitution of the premiums and shall be obligated to pay expenses (Article 45 of the Insurance Contract Act).

9.12. The contract shall be invalid if at the time of its execution the insured item ceases to exist or can no longer be exposed to the risks.

9.13. Restitution shall be made to the insured for the premiums paid with a deduction of the expenses incurred by the company (Article 88 of the Insurance Contract Act).



# TERRITORIALITY

The Coverages included in this Policy shall apply in case of Claims occurring within the United Mexican States.



# SALVAGE AND RECOVERY

When there is a Total Loss, MAPFRE shall pay the quantity corresponding to the indemnity and, if necessary, the amount corresponding to the value of salvage acquisition, which shall be that determined by expert appraisal. The sum of indemnity and payment of salvage, which the Deductible must be deducted from, must not exceed the Insured sum or maximum liability limit.

The salvage value may not exceed the difference between the insured sum and the amount equivalent to the percentage of damage when the latter percentage is taken into account for calculating the Total Loss of the vehicle by MAPFRE.

The salvage acquisition value shall be calculated by expert appraisal, as stipulated in Article 116 of the Insurance Contract Act. This expert appraisal, besides the elements that are part of estimation of the loss suffered by the Insured, shall include the salvage acquisition value. The references that exist on the market for purchase and sale of vehicles must be utilized for said appraisal.

Unless the parties agree to the contrary, when MAPFRE pays the salvage value to the Insured that is calculated through the aforementioned expert appraisal, MAPFRE shall be the owner of said salvage and may dispose of it in the manner it finds most appropriate pursuant to the legal provisions in effect.





# EARLY TERMINATION OF THE CONTRACT

The parties expressly agree that this contract may be terminated early, in which case the following shall apply:

12.1 When two or more Coverages are contracted and total loss of the vehicle covered occurs before the end of the valid term agreed, MAPFRE shall return 100% of the unearned part of the Premium or Premiums unaffected during the valid term of the Policy for the time that the vehicle shall not be at risk any more.

12.2. When MAPFRE terminates the contract, it shall do so by means of written notification to the Insured, the effects of termination of the insurance beginning fifteen calendar days after receipt of the respective notification, and MAPFRE shall return 100% of the Premium to the Insured in proportion to the valid term not covered at the latest upon sending said notification, without which it would be considered invalid.

12.3. If a Lien Holder has been designated, the Insured may not terminate the contract without the written consent of said designated Beneficiary.

## **12.4. RESCISSION OF CONTRACT**

In case of partial damage for which indemnity is claimed, the insurance company and the insured shall have the right to rescind the contract at latest at the time of the indemnity payment, applying the following rules (Article 96 of the Insurance Contract Act).

I. If the company invokes the right of rescission, its liability shall terminate 15 days after notifying the insured thereof, and must reimburse the premium corresponding to the unexpired part of the period of insurance underway and to the rest of the insured sum;

II. If the insured exercises this right, the company may demand the premium for the period of insurance underway. When the premium has been covered in advance for multiple periods of insurance, the company shall reimburse the amount corresponding to future periods.

In case of unilateral rescission of the contract for reasons referred to in Article 47 of the Insurance Contract Act, the insurance company shall maintain its right to the premium for the period of insurance underway at the time of the rescission, but if this takes place before the risk has initiated for the company, the right shall be reduced to the reimbursement of expenses incurred. If the premium had been paid in advance for multiple periods of insurance, the company shall reimburse three-fourths parts of the amount of the premiums corresponding to the future periods of insurance (Article 51 of the Insurance Contract Act).



# PRESCRIPTION

All the actions derived from this insurance contract shall expire in two years from the date of the occurrence causing them, under the terms of Article 81 of the Insurance Contract Act, except in the cases of exception set forth in Article 82 of the same Law, which states the following verbatim:

**ARTICLE 81.** "All actions derived from an insurance contract shall expire:

I.- In five years, regarding coverage of death in life insurance.

II.- In two years, in other cases.

In all cases, the periods shall be counted from the date of the occurrence that caused them.

With regard to Third Party Beneficiaries, it shall also be required that these are aware of the right established in their favor."

Prescription shall not only be interrupted by ordinary causes, but also by those referred to in the Protection and Defense of Financial Service Users Act.



# JURISDICTION

The territorial jurisdiction for a suit in matters of insurance shall be determined at the choice of the claimant based on the address of any of the local offices of the National Commission for the Protection and Defense of Financial Service Users (CONDUSEF for its initials in Spanish). Moreover, the Judge of said local office's address shall be competent; any agreement stipulated to the contrary of the provisions of this paragraph shall be null and void. In the case of a trial, MAPFRE MÉXICO must be summonsed at the address indicated in the Policy title page.

In case of a dispute, the claimant shall have the prerogative of going to the National Commission for the Protection and Defense of Financial Service Users at its central or local offices; or to MAPFRE's customer service unit.



# SUBROGATION

Once the indemnity corresponding under the terms of the law has been paid, MAPFRE may exercise the rights and actions that correspond to the Insured due to the Claim before those responsible for the same, up to the limit of the indemnity, and without such right being exercised to the detriment of the Insured. If MAPFRE requests this, the Insured shall state the subrogation in a public deed, at the expense of the former.

If subrogation is totally prevented by acts or omissions of the Insured, MAPFRE shall be fully or partially released from its obligations.

If the damage was only partially indemnified, the Insured and MAPFRE shall agree to assert their rights to the corresponding proportion.

The right to subrogation shall not proceed in case that the Insured has a marital or Family relationship by blood, marriage or adoption up to the second degree with the person who has caused the damage, or if the person has civil liability for the same.



# ACCEPTANCE OF THE CONTRACT

Pursuant to the provisions of Article 25 of the Insurance Contract Act, if the content of the Policy or its amendments do not match the offer, the Insured may request the corresponding rectification within thirty days following the day on which the Policy is received.

Once this period has elapsed, the stipulations of the Policy or its amendments shall be considered accepted.



# LANGUAGE

The version of this text in the Spanish language shall be used for interpretation of this Policy Terms.



# KNOWLEDGE OF THE CONTRACT OR POLICY

MAPFRE is obligated to deliver the documents in which the rights and obligations of the insurance are stated to the Insured or Contracting Party to the Policy via the following means:

- 1.- In person when the Insurance is contracted.
- 2.- To the email address provided by the Contracting Party.

MAPFRE shall certify delivery of the abovementioned documents, as well as use of the means indicated for delivery of the contractual documentation in accordance with the means it has used.

If the Insured or Contracting Party do not receive the documents mentioned in the above paragraph within the 30 days following that on which they contracted the insurance, they must call the telephone numbers 5230-7000 in Mexico City or 01 800 0 MAPFRE (627373) in the rest of the country, or obtain the policy terms of its product through email.

To cancel this Policy, the Insured and/or Contracting Party must do so as follows:

1. If the Policy was contracted by telephone, they must call the telephone numbers 5230-7000 in Mexico City or 01 800 0 MAPFRE (627373) in the rest of the country. MAPFRE shall issue a customer service number, which shall be proof that the Policy was cancelled from the moment said number was issued.
2. If it was contracted through an insurance agent, they must go to the nearest MAPFRE office with a letter expressing their wish to cancel or not renew the Policy, attaching a copy of their official identification. Once the process has been performed a customer service number shall be given, which shall be proof that the Policy shall be cancelled.

In order to find the location of the nearest MAPFRE office, you can call telephone numbers 5230-7000 in Mexico City or 01 800 0 MAPFRE (627373) in the rest of the country or consult the webpage [www.MAPFRE.com.mx](http://www.MAPFRE.com.mx).





# MODIFICATIONS TO THE CONTRACT OR POLICY

The insured or Contracting Party of the Policy may request that MAPFRE modify the contract or insurance policy. However, said requests shall only constitute an insurance request and therefore does not represent a guarantee that the same shall be accepted by MAPFRE, nor that if accepted, the acceptance would concur fully with the terms of the request.

In the event that the modification implies a change or modification of risk, MAPFRE shall have the right to charge the corresponding premium for said change.

The client may carry out their requests by the following means:

- If the Policy was contracted by telephone, they must call the telephone numbers 5230-7000 in Mexico City or 01 800 0 MAPFRE (627373) in the rest of the country. Once the process has been performed, a customer service number will be given which shall be proof of the request.
- If it was contracted through an insurance agent, they must go to the nearest MAPFRE office and fill out a request expressing their wish to carry out the corresponding modification to the Contract or Policy, attaching a copy of their official identification. Once the process has been performed, a customer service number shall be given, which shall be proof of the request

In order to find the location of the nearest MAPFRE office, you can call telephone numbers 5230-7000 in Mexico City or 01 800 0 MAPFRE (627373) in the rest of the country or consult the webpage [www.MAPFRE.com.mx](http://www.MAPFRE.com.mx).



# AGGRAVATION OF RISK

**The obligations of MAPFRE shall cease with full rights in the event of essential aggravations to risk during the course of the insurance, pursuant to the provisions of Articles 52 and 53 Section I of the Insurance Contract Act.**

“The insured shall notify the insurance company of essential aggravations to risk during the course of the insurance, within twenty four hours following the time in which they are known. If the insured omits notification thereof or if they provoke an essential aggravation of risk, the obligations of the company shall henceforth cease with full rights.” (Article 52 of the Insurance Contract Act).

“For purposes of the Article above, it shall always be presumed:

I.- That the aggravation is essential when referring to a significant fact for the assessment of a risk so that the company would have contracted under different conditions if upon executing this contract they had known a similar aggravation.

II.- That the insured knows or should know all aggravations that arise from acts or omissions from their lessees, spouse, descendants or any other person that, with the consent of the insured, inhabits the building or has in its possession the property subject matter of the insurance.” (Article 53 of the Insurance Contract Act).

“In cases of intention or bad faith in the aggravation to the risk, the insured shall lose the premiums paid in advance.” (Article 60 of the Insurance Contract Act).

The obligations of MAPFRE shall terminate if it is demonstrated that the Insured, the Beneficiary or its representatives dissimulate or inaccurately declare, with intent to commit error, facts that would exclude or could restrict said obligations.

The same shall be observed in the event that, with the

same intent, they fail to timely submit documentation of the facts related to the loss. (Article 70 of the Insurance Contract Act).

In the event that, now or in the future, the Contracting Party(ies), Insured or Beneficiary(ies) carry out or are implicated in illicit activities, this shall be considered an essential aggravation of risk under the law.

In view of the foregoing, the obligation of the company shall cease with full rights if the Contracting Party(ies), Insured or Beneficiary(ies), pursuant to Article 492 of the Insurance and Securities Institutions Act and its general provisions, were sentenced to a final and conclusive ruling for any crime linked to or deriving from that stipulated in Articles 139 to 139 Quinquies, 193, 400 and 400 Bis of the Federal Penal Code and/or any article related to organized crime within national territory; said sentence may be emitted by any competent authority within local or federal jurisdiction, as well as by any competent foreign authority whose government has entered into an international treaty with Mexico related to the points mentioned in this paragraph; or, if the name of the Contracting Party(ies), Insured or Beneficiary(ies), their activities, the property covered by the policy or their nationalities are published on an official list related to the crimes linked to the provisions in the aforementioned Articles, whether they are a domestic national or of foreign standing coming from a government with which the Mexican government has entered into any international treaty related to the aforementioned matters, in terms of Section X Order No. Twenty Nine, Section V Order No. Thirty Four, or Order No. Fifty Six of the Resolution issuing Provisions of a general nature to which refers Article 140 of the General Insurance Institutions and Mutual Insurance Companies Act.

As applicable, the obligations of the contract shall be reinstated once MAPFRE has knowledge that the name(s) of the Contracting Party(ies), Insured or Beneficiary(ies) are removed from the aforementioned lists.

MAPFRE shall notify the competent jurisdictional authority of any quantity derived from this Insurance Contract that may remain in favor of the person or persons referred to in the paragraph above, so that said authority may determine the destination of the resources. All unused paid quantities that would be paid after knowledge of the aforementioned conditions shall be consigned to the corresponding authority.



SPECIFIC  
CONDITIONS FOR  
LEGAL DEFENSE  
COVERAGE

## CLAUSE 1

Notwithstanding the provisions of Clause 3 Exclusions, but which can be covered by means of an express agreement, subsection 3.7 of the policy terms of the Policy, the same can be extended, when it has been contracted, to cover legal defense of the Insured or the driver authorized to drive the vehicle protected by this Policy when involved in criminal, civil or administrative proceedings due to a traffic accident or theft that the Vehicle Insured in the Policy takes part in.

The legal defense covered by MAPFRE comprises:

1.1. The service of legal defense for the Insured or driver from the start until the end of the criminal proceedings including counsel and action before the public prosecutor's office or corresponding legal authority so that a bond or bail is granted, paying the amount of the same set for the Insured or driver in order to guarantee their temporary release or probation as necessary.

1.2. When the physical damage caused is greater than 135 daily values of the Measurement and Updating Unit (UMA), MAPFRE shall take judicial or extrajudicial action against the third party responsible for the traffic accident in order to obtain payment for the damages caused to the Insured Vehicle and its driver.

1.3. Legal defense and legal counsel in case of a civil suit against the Insured.

1.4. Counsel of the Insured, its representative or the driver in the presentation of reports of Total Theft for the Insured Vehicle.

1.5. Counsel and action for release of the Insured Vehicle when this has been impounded by the authorities due to a traffic accident or Total Theft.

## CLAUSE 2

In case that the Insured and/or driver designate or contract an attorney at their own expense who renders the service described in Clause one, **the Insured and/or driver must authorize an attorney from the Insurance Company so that said professional may review the corresponding legal proceedings and actions. Therefore, in case they fail to give the aforementioned authorization and/or in case of inadequate and negligent handling of said actions, MAPFRE shall be released from any claim or obligation, as well as**

## any legal conviction derived from such inadequate and negligent action.

MAPFRE shall reimburse the Insured for justified professional fees and if necessary the Premiums for bonds, bail and substantiated legal expenses up to the following limits:

### COVERAGE LIMITS

#### 2.1. Professional lawyers' fees.

- a) For criminal proceedings, 80 daily values of the Measurement and Updating Unit (UMA).
- b) For civil proceedings, 120 daily values of the Measurement and Updating Unit (UMA).

#### 2.2. Legal expenses such as expert fees, lawyers' per diem expenses, notary expenses, etc., inherent to the procedures derived from the traffic accident.

- a) For criminal proceedings, 40 daily values of the Measurement and Updating Unit (UMA).
- b) For civil proceedings, 40 daily values of the Measurement and Updating Unit (UMA).

#### 2.3. Bond Premiums.

- a) The full amount of the bond to guarantee temporary release or probation of the driver.
- b) A bond to guarantee repair of the damages caused by the Insured Vehicle in the accident, up to an amount equal to the insured sum for civil liability specified on the title page of this Policy; this benefit shall be applied when the bond is necessary to obtain the temporary release of the driver or release of the Insured Vehicle.

#### 2.4. Bail to obtain the temporary release or suspended sentence of the driver with a maximum limit of 535 daily values of the Measurement and Updating Unit (UMA).

### CLAUSE 3

The limits of Clause 2 above shall be extended collectively up to an amount equal to the insured sum for civil liability specified on the title page of this Policy, when the attorneys that defend and counsel the Insured or the driver have been designated and contracted exclusively by MAPFRE.

#### **CLAUSE 4**

The obligations of MAPFRE consisting of rendering the service of this coverage or reimbursing the fees, expenses, Premiums for bonds and bail shall be automatically reinstated, without additional cost.

#### **CLAUSE 5**

The Insured must comply with the following requirements and the obligation of the Insured and/or driver shall be:

5.1. When the accident occurs, immediate notification must be given within the following 24 hours at the latest to any of the nearest loss adjusters or offices of MAPFRE or to the head office.

5.2. The driver must attend or appear at all proceedings of a civil, criminal or administrative nature that request his or her presence.

5.3 Provide MAPFRE or the attorney designated to attend to the case with the powers and original or notarized documents that allow it to demonstrate both the legal status and property of the Insured Vehicle to the authorities.

5.4 Appear before the civil court and if necessary before a magistrate or before the competent authorities indicated by the Insurance Company in order to determine and resolve the disputes that arise due to the traffic Event the Insured Vehicle was involved in.

Pursuant to the provisions of Clause 6 of the policy terms of the insurance contract, it is the obligation of the driver and/or Insured to appear at all administrative, civil and legal proceedings, whatever their nature, whether to present complaints, charges or reports, as well to achieve recovery of the vehicle or the amount of damages suffered; or to provide the details and evidence necessary request for the management of an appropriate defense to the benefit of these.

In case they do not appear or they leave the civil court or breach any of the obligations derived from the law or the policy terms, MAPFRE shall be exempt from any obligation of payment.

Breach of any of these requirements shall result in the Insurance Company being exempt from any contractual obligation.

## CLAUSE 6

Once the bond or bail has been granted, the Insured or the driver are obliged to comply with each and every stipulation set forth in criminal legislation in order to avoid revocation of their freedom.

In case that the bond or bail is enforced for reasons attributable to the Insured or driver, the Insured is obliged to reimburse MAPFRE for the amount it has paid for this reason.

## CLAUSE 7

When two or more vehicles involved in the traffic accident are protected by MAPFRE and a conflict of interest arises, the latter shall inform the Insured Parties of such circumstance and shall take urgent measures.

The Insured Parties must contract their own attorneys and MAPFRE is obliged to pay the fees, expenses, amount of Premiums for bonds and bail up to the limits specified in Clause 2 above.

## CLAUSE 8

When the physical damage caused is greater than 135 daily values of the Measurement and Updating Unit (UMA), MAPFRE shall take legal action in order to obtain payment for the damages caused to the Insured Vehicle and its driver.

When the physical damage caused is less than 135 daily values of the Measurement and Updating Unit (UMA), and MAPFRE obtains extrajudicial acceptance from the party responsible of payment for an amount lower than that claimed, it shall inform the Insured, who may or may not accept the quantity offered or may sue at their own expense, and if they achieve restitution of the damage greater than the rejected offer, MAPFRE shall reimburse the legal expenses and professional fees indicated in Clause 2.

## CLAUSE 9

**MAPFRE is not obligated to render service or reimburse the following headings under this coverage:**

**9.1. Expenses for civil liability for restitution of damages or losses, fines, penalties or administrative offenses, as well as tow truck or storage services.**

**9.2. The amount of Premiums for bonds or any other form of bail set by the authorities for guaranteeing losses.**



**9.3. The amount of Premiums for bonds or any other form of bail when a penalty that exceeds an arithmetic mean term of 5 years is applied to the crime.**

**9.4. Premiums for bonds, bail, expenses and professional fees disbursed for crimes other than those that could be committed due to movement of vehicles.**

**9.5. When the Insured or driver:**

**a) Provoke the accident on purpose in the view of the legal or administrative authorities as applicable.**

**b) Hide any written or verbal information regarding the accident.**

**c) Do not appear at any subpoena or summons made or ordered by the authorities regarding the accident, except in cases of force majeure in the view of the same.**

**9.6. Claims, expenses or fees other than those indicated in this coverage**

### **CLAUSE 10**

**The exclusions set forth in the policy terms of the Policy shall also be taken as exclusions in this coverage.**



SPECIFIC  
CONDITIONS FOR  
TRAVEL  
ASSISTANCE  
COVERAGE

The definitions, exclusions and Clauses set forth in the policy terms of the Policy shall also be applicable to Full Care coverage.

The provisions of this Clause are those mentioned and explained below;

**ONE.** The insurance this Policy refers to covers, for the purposes of assistance under the following considerations:

- a) The individual who appears as the Insured in the Policy title page.
- b) In the case of companies, the individual who drives the vehicle with the express or tacit authorization of the owner.
- c) The Occupants of the vehicle in question, up to the maximum limit permitted for the vehicle.

All people referred to in the above subsections that shall be considered insured for the purposes of this Policy.

**TWO.** For the effects of technical assistance, the vehicle this Policy refers to shall be exclusively that which appears on the title page of the same:

**THREE.** The right to the payments stipulated in this Policy shall only take effect within the territory of the United Mexican States.

**FOUR.** Services regarding people shall be rendered according to the following conditions:

**a) TRANSPORTATION OR REPATRIATION IN CASE OF PHYSICAL INJURIES OR ILLNESS.-**

Transportation expenses shall be paid within the United Mexican States by ambulance or the most suitable means in the view of the physician designated by MAPFRE according to the attending physician to an appropriate hospital center within the United Mexican States.

If once the patient has been transported, hospitalized and stabilized, the physician assigned by MAPFRE considers it medically advisable; MAPFRE shall carry out repatriation of the Insured to the hospital center nearest to its address in the United States of America.

**b) SENDING A SPECIALIST PHYSICIAN.-** If once the Insured has been hospitalized, or due to its transportation or repatriation, the physician assigned by MAPFRE according to the attending physician determines that it is necessary to have the services of a specialist physician and this person is not available at the hospitalization location, MAPFRE shall be for

transporting this professional to the hospital center. The maximum limit for transportation expenses shall be up to \$1,000 USD.

**c) SENDING MEDICATION.-** MAPFRE shall send any medication of vital interest prescribed by a physician that cannot be obtained at the place where the ill or injured Insured is located. MAPFRE shall send such medication and shall assume the cost of transportation by regular airline or express courier when the medication is on sale at Mexican consumer pharmacies. In all cases, the cost of the medication shall be at the expense of the Insured.

**d) MEDICAL INFORMATION.-** MAPFRE shall provide information to the Insured's family on the latter's medical problems, as well as his or her diagnosis and treatment.

**e) MEDICAL REFERENCES.-** The Insured shall have 24-hour access to a telephone reference service for doctors and hospitals throughout the United Mexican States before and during the journey. Under no circumstances shall MAPFRE assume any liability for services that the Insured has contracted at its expense, without the consent and authorization of the former.

**f) DEPOSIT ADVANCE FOR HOSPITAL ENTRY.-** In case that the Insured has to be hospitalized urgently and does not have the necessary means (money, checks, credit cards) to guarantee entry to the hospital, MAPFRE shall provide a guarantee to the hospital center up to an amount of \$1,000 USD. This guarantee deposit must be repaid without interest to MAPFRE within a period of 30 days from the date on which it was granted.

**g) TRANSPORTATION AND STAY OF A RELATIVE OF THE INSURED.-** In case that the Insured travels alone and has to be hospitalized for more than five days, MAPFRE shall pay the following expenses:

a) The amount of the round ticket in tourist class of a relative to the place of hospitalization in the United Mexican States.

b) Accommodation in a hotel at rate of \$60 USD for each day, with a maximum of \$600 USD.

**h) TRANSPORTATION OF THE INSURED FOR INTERRUPTION OF THE JOURNEY DUE TO THE DEATH OF A RELATIVE.-** MAPFRE shall pay the expenses for a one-way trip in tourist class to the Insured when he or she must interrupt the journey for the death of his or her spouse, parents and children in

territory of the United States of America to the place of burial, provided that said transportation cannot be performed in the means of transport stipulated for the journey.

**i) MEDICAL CARE DUE TO AUTOMOBILE ACCIDENT OF THE INSURED IN TERRITORY OF THE UNITED MEXICAN STATES.-** In the event of an Automobile Accident of the Insured in territory of the United Mexican States, the Company shall pay the expenses of hospitalization, surgeries, medical expenses and medication only within the territory of the United Mexican States. IN EXCESS of \$2,000 USD PER PERSON AND \$10,000 USD PER EVENT. The limit of medical expenses that shall be covered under this heading shall up to \$2,000 USD per person and up to \$10,000 USD per Event.

**j) PROLONGATION OF STAY OF THE INSURED IN TERRITORY OF THE UNITED MEXICAN STATES DUE TO ACCIDENT OR SUDDEN ILLNESS.-** MAPFRE shall pay the expenses of the Insured's hotel when it is necessary to prolong his or her stay in the United Mexican States for medical care due to accident or illness and due to prescription of the MAPFRE physician according to the attending physician. Said expenses shall have a daily limit of \$60 USD, with a maximum of \$600 USD.

**k) TRANSPORTATION OR REPATRIATION OF THE DECEASED INSURED.-** In the event of a death of Insured Parties in territory of the United Mexican States during their trip, MAPFRE shall perform the necessary procedures for transportation or repatriation of the body and shall pay the expenses for transportation to their place of residence in territory of the United States of America. The maximum limit under all headings shall be the equivalent to \$5,000 USD.

**l) RETURN OF MINORS.-** If the Insured, parent, guardian or person responsible for minors under 18 who accompanies them on the trip is hospitalized or has died during the same, MAPFRE shall assume the expenses for transportation of these minors to their residence in the United States of America by a one way plane ticket in tourist class. If there is no person to accompany them, MAPFRE shall provide a suitable person to assist them during transportation.

**m) SENDING URGENT MESSAGES.-** MAPFRE shall take charge of sending, at its expense, urgent or justified messages of Insured Parties regarding any of the situations subject to the payments this service refers to.

**n) TOURIST INFORMATION.**- The Insured shall have 24-hour access to a telephone information service on hotels, highways and immigration procedures in the United Mexican States.

MAPFRE shall under no circumstances assume any liability for the services rendered by these professionals or institutions. Moreover, the cost of these services shall be at the expense of the Insured Party who requests them.

**o) ASSISTANCE IN CASE OF LOSS OF DOCUMENTS OR CREDIT CARDS.** If the holder loses a passport or banking cards during their trip, MAPFRE shall provide advice on the requirements and procedures necessary for substitution or replacement of such documents before the corresponding authorities..

**FIVE.** The actions mentioned below are not subject to the coverage referred to in this Clause and its subsections:

- 1) Phenomena of nature of an extraordinary nature, such as flooding, earthquakes, volcanic eruptions and cyclones;**
- 2) Actions and acts derived from terrorism or rioting;**
- 3) Actions and acts of armed forces, security forces or agencies.**
- 4) Those derived from radioactive nuclear power;**
- 5) Those produced by theft, abuse of trust and in general, employment and use of the vehicle without the Insured's consent;**
- 6) The services that the Insured has contracted without the prior consent of the Company, except in case of proven force majeure that prevents communication with the same or with Third Parties in charge of rendering said services;**
- 7) Medical and hospital expenses outside of Mexican territory;**

**8) Illnesses or injuries derived from chronic ailments and those diagnosed prior to beginning the trip;**

**9) Death produced by suicide and the injuries or after-effects of an attempt to do the same;**

**10) Death or injuries caused directly by actions performed fraudulently or in bad faith by the Insured or driver;**

**11) Care and expenses due to illness or pathological states produced by voluntary ingestion of alcohol, drugs, toxic substances, narcotics or medication without a medical prescription, nor care and expenses derived from mental illnesses;**

**12) Those regarding the acquisition and use of prostheses, eyeglasses and pregnancy care;**

**13) Care and expenses derived from practicing sports in competitions;**

**14) Care and expenses for Occupants of the vehicle transported for free as a result of hitch-hiking;**

**15) Food, drink, telephone calls and other expenses in addition to those of the room charge in case of accommodation;**

**16) Medical and hospital expenses when the trip has the express objective of receiving medical treatment of any kind;**

**17) Slight illnesses or injuries that can be attended by local physicians and that do not prevent continuation of the trip or return to the usual residence;**

**18) Rescue of Insured Parties from mountains, peaks, sea or desert.**

**SIX.** The Services regarding the vehicle described in the Policy, are those indicated below, and shall be provided in accordance with the following conditions:

**a) BASIC HIGHWAY ASSISTANCE.-** In case of minor breakdowns or mechanical failures, MAPFRE shall send a service provider to attend to situations such as changing a tire, jump-starting and delivery of gasoline, this last service being at the expense of the Insured. It shall cover 1 service per Event and 2 in annual Policies.

**b) TOWING OR TRANSPORTATION OF THE VEHICLE.-** In case that the Insured Vehicle cannot circulate due to Breakdown or Mechanical Failure or due to an Automobile Accident, MAPFRE shall take responsibility for towing or transporting it to the nearest town. The maximum limit for this benefit shall be \$250 USD. Expenses for repair of the vehicle, spare parts and fuel shall be at the expense of the Insured.

**c) MOVEMENT OF PASSENGERS.-** If more than 2 passengers are traveling in the vehicle at the time of the breakdown, MAPFRE shall provide a means of transport to move them to the town the vehicle was towed to.

**d) EXCLUSIONS: The following are not subject to the coverage referred to in this Clause and its subsections:**

**1) Vehicles intended for public service of goods or people, as well as vehicles whose weight is greater than 3.5 tons, such as trucks, buses, motorhomes and tractor trucks.**

**2) Vehicles older than 12 years.**

**SEVEN.** When any of the situations subject to the benefits guaranteed by this Policy occur, the Insured shall request the corresponding aid from MAPFRE via the telephone numbers 01-800-02-663-58 and/or 01-800-02-665-51, and it shall provide its identifying details, the vehicle number or license plate number of the Insured Vehicle and the Policy number, as well as its location and the kind of service needed. Assistance shall be given by bilingual staff and the amount of these telephone calls shall be at the expense of MAPFRE.

**EIGHT.** The Coverages contemplated in this Policy shall be provided within the scope of the following limitations. Considerations of an urgent medical nature



on the condition and ability of the Insured to travel, as well as other relevant circumstances including availability at the airport, weather and distance conditions, shall be the criteria imposed for calculating whether transportations should be performed, as well as the place transportation shall be performed and under which conditions. Emergency evacuation and repatriations shall be performed under constant medical supervision. Emergency transportation may be performed by any of the following means:

- a) Regular airline.
- b) Land ambulance.

**NINE.** MAPFRE shall make the payments and indemnities referred to in this Policy provided that this does not create a profit for Insured Parties.

**TEN.** The services this Policy refers to shall be rendered:

- a) Directly by MAPFRE or by Third Parties contracted by the same, under its responsibility;
- b) Except when an act of God or force majeure prevents this;
- c) Regarding the vehicle, only when used by any of the Insured Parties or with their express or tacit consent.

**ELEVEN.** Anything not stipulated in this Policy shall be governed by the policy terms and, if applicable, those special conditions of the main Policy for tourist automobiles.

MAPFRE hereby informs the contracting party, insured and beneficiaries of the following information.

## SERVICES FOR USER CLAIMS AND CONSULTATIONS.

MAPFRE hereby informs the contracting party, insured and beneficiaries of the following information:

### **1. Contact information of the Specialized Customer Service Unit.**

MAPFRE makes available the Specialized Customer Service Unit, open Monday to Thursday from 8:00 to 17:00 hours and Friday from 8:00 to 14:00 hours, at telephone number 5230 7090 or (01 800) 717 1819, located at Avenida Revolución 507, Colonia San Pedro de los Pinos, delegación Benito Juárez, Ciudad de México, Código Postal 03800, email [UNE@mapfre.com.mx](mailto:UNE@mapfre.com.mx).

### **2. Contact information of the National Commission for the Protection and Defense of Financial Service Users (CONDUSEF).**

Offering services at their location at Avenida Insurgentes Sur #762, Colonia del Valle, Ciudad de México, Código Postal 03100, with telephone number (55) 5340 0999 and (01 800) 999 80 80, email [asesoria@condusef.gob.mx](mailto:asesoria@condusef.gob.mx), webpage <http://www.condusef.gob.mx/>, or at any of its statewide offices.

MAPFRE México, S.A., hereby informs you that the personal information collected shall be used for purposes related to the legal relationship executed herein. Consult the full notice at: [www.mapfre.com.mx](http://www.mapfre.com.mx)

**“In accordance with the provisions of Article 202 of the Insurance and Securities Institutions Act, the contractual documentation and technical note that comprise this product were duly registered with the National Insurance and Securities Commission as of September 14, 2017, with the number CNSF-S0041-0377-2017 / CONDUSEF-002294-02”.**

FROM MEXICO CITY  
**(55) 5950 2108**

TOLL FREE NUMBERS  
**01 800 026 63 58**

**01 800 026 65 51**

FROM A USA CELL PHONE  
**01 55 5230 70 00**  
**Ext. 02108**

[www.mapfre.com.mx](http://www.mapfre.com.mx)