

**RESIDENT CARS INSURANCE
GENERAL CONDITIONS**

Certified Translation

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PRELIMINARY

The contracting party has agreed to comply with the coverages, conditions and insured amounts shown in the title page of this policy as contracted.

For the purposes of this agreement, the concept of vehicle comprises the automotive units described in the title page of this policy, including the parts or accessories that the manufacturer originally adapts for each particular model and type that presents to the market.

Any other part, accessory, sign, conversion or adaptation, additionally installed and due to the express request of the purchaser or owner, shall require a specific coverage.

For the purposes of this agreement, there are two coverage options, one that does not have limitations in relation to the vehicle drivers and another restricting the coverage for drivers under 25 years, called rate of "LOW RISK DRIVER".

The conditions for the rate of LOW RISK DRIVER, as well as the risks that may be protected by this policy are defined in the specification of the coverages below listed and whose contracting is indicated by the corresponding notes in the title page of this policy, all subject to the maximum limits of liability mentioned therein.

FIRST CLAUSE

COVERAGE SPECIFICATIONS

I. MATERIAL DAMAGES

The material damages or losses suffered by the insured vehicle due to the following risks, with the application of the deductibles set forth in the SECOND CLAUSE of this agreement, except the coverage of collisions and overturns in case the driver is under 25 years and the contracting party has chosen the rate of “**low risk driver**”.

1.- COLLISIONS AND OVERTURNS

This coverage shall be excluded when the contracting party has chosen the rate corresponding to “**low risk driver**” and the insured vehicle is being driven at the moment of the accident by a person under 25 years.

2.- BREAKING OF WINDOWS, LATERAL WINDSHIELDS, OUTSIDE MIRRORS, REAR WINDSHIELD AND SUNROOF WITH WHICH THE MANUFACTURER ORIGINALLY ADAPTS THE INSURED VEHICLE.

3.-FIRE, LIGHTNING AND EXPLOSION

4.- CYCLONE, HURRICANE, HAIL, EARTHQUAKE, VOLCANIC ERUPTION, ROCKSLIDE, GROUND OR ROCKS COLLAPSE, FALL OR COLLAPSE OF CONSTRUCTIONS OR BRIDGES, BUILDINGS, STRUCTURES OR OTHER OBJECTS, COLLAPSE OF TREES OR ITS BRANCHES AND FLOODING.

5.- ACTS OF PEOPLE PARTICIPATING IN STRIKES, WALKOUTS, WORKING RIOTS, RALLIES, POPULAR COMMOTIONS, MUTINIES OR ACTS OF MALICIOUS PEOPLE DURING THE PERFORMANCE OF THESE EVENTS.

6.- TRANSPORTATION

Stranding, sinking, fire, explosion, collision or overturn, derailment or collapse of the transportation means in which the vehicle is driven, collapse of the vehicle during the loading, transfer or unloading maneuvers, as well as the contribution by a big breakdown or by rescue charges.

II. TOTAL THEFT

It protects the total theft of the vehicle and the material losses or damages suffered due to the total theft.

TOTAL THEFT shall be understood as the overtaking of the insured vehicle without the consent of who legally may grant it and against the will of the policyholder or driver thereof.

In addition, when the coverage of material damages is not contracted, the damages caused by the risks mentioned in items 3, 4, 5 and 6 included in section I of this CLAUSE shall be protected.

The risks mentioned in this item shall be protected even in the case they are produced when the vehicle aforementioned has been subject to events constituting the crime of breach of trust; except when this crime is committed by the relatives and/or employees of the policyholder.

III. CIVIL LIABILITY FOR DAMAGES TO THIRD PARTIES

This coverage protects, to the maximum limit of liability contracted for this risk, the civil liability incurred by the driver of the insured vehicle and that due to the use thereof causes material damages to third parties in their properties or causes physical injuries or the death of other parties, including the compensation for moral damage that legally corresponds in this case.

In addition, and for an amount equal to the maximum limit of liability, this coverage is extended to cover the expenses and costs to be imputed to the driver of the insured vehicle, in the case of civil suit followed because of his/her civil liability.

In case the contracting party has chosen the rate corresponding to "low risk drivers" and the insured vehicle is driven at the moment of the accident by a person under 25 years, The Company shall only be responsible for up to 75% of the total

amount to be paid in accordance with the damages valuation issued by the authority that addressed the issue.

When there is not a competent authority to issue this expert's report, the Damages valuation shall be performed by The Company, bearing the Policyholder the 25% remaining with limit of 75% of the insured amount as compensation for damages to third parties in their properties and/or themselves.

1.- CATASTROPHIC CIVIL LIABILITY FOR DEATH OF THIRD PARTIES

When in the title page of the policy is stated that this coverage was contracted, The Company is obliged to protect only the Civil Liability for Damages to Third Parties in Themselves incurred by the driver of the vehicle described in the title page of this policy and as a result of this use causes the death of third parties, provided that the liability aforementioned is due to an event of ground transportation not excluded by the agreement.

The maximum limit of liability of The Company in this coverage is established in the title page of the policy and applies as a unique insured amount, in excess of the insured amount established for the coverage of Civil Liability for damages to their parties in themselves.

It shall be applied to this coverage the exclusions, conditions and risks specified in the THIRD CLAUSE, "Risks not protected by the agreement" and shall also be applicable the conditions established in the SIXTH CLAUSE, "Policyholder Obligations " in section 1, item 2, 3, and 4; and in addition to the foregoing stipulated, the Civil Liability in themselves incurred when the insured vehicle has been the reason of the Total Theft.

This coverage is effective without the application of a deductible.

2.- EXTENSION OF THE COVERAGE OF CIVIL LIABILITY

When this coverage is contracted, the civil liability for damages to third parties is extended to protect the designated drivers (in accordance with the description in the title page) to the maximum limit of liability established for this risk, against the same risks and conditions established in item III of this clause, when they drive any other car different from the ones protected by this policy, provided that it is a car of personal use.

In case of accident of the vehicle driven by any of the designated drivers in the policy for this coverage, the relevant compensation shall apply after it is finished the insured amount of the current insurance of the unit within the extension of the civil liability or due to its non-existence.

Therefore, this coverage is neither substitutional nor concurrent to any other insurance.

EXCLUSION

This coverage extension shall not apply with vehicles that are property of the Policyholder or vehicles of daily indemnity or commercial vehicles, such as: pickup panel trucks, campers, trailers, trailer trucks and passenger buses and generally all type of vehicles designated for the transportation of goods, as well as the passenger vehicles for public service.

IV. MEDICAL EXPENSES FOR OCCUPANTS

This coverage protects, to the maximum limit established in the title page of the policy for this risk, the payment of medical expenses for hospitalization, medicines, medical care, nurses, ambulance service and burial expenses, caused by physical injuries suffered by the occupants of the insured vehicle in this policy in transportation accidents (collisions and overturns), occurred while they are inside the compartment, cabin or cab designated for transportation of people.

The concepts of medical expenses for occupants covered by the policy protect the following:

1.- HOSPITALIZATION

Food and room in the hospital, physiotherapy, expenses related to the hospitalization and in general, drugs and medicines prescribed by the doctor.

2.- MEDICAL CARE

The services of doctors, surgeons, osteopaths or physiotherapists legally authorized to perform their respective professions.

3.- NURSES

The cost for services of certified nurses or the ones that have a license to work.

4.- AMBULANCE SERVICES

The expenses incurred by ambulance services, when it is necessary.

5.- BURIAL EXPENSES

The burial expenses shall be considered for up to a maximum of 50% of the limit of this coverage, which shall be reimbursed by presenting the corresponding receipts.

In case that when the accident occurs the number of occupants exceeds the maximum of authorized people, in accordance with the capacity of the vehicle, the limit of this coverage shall be proportionally reduced to each of the occupants of the vehicle.

In case the driver dies due to the car accident, The Company shall cover up to the total of the insured amount specified in the title page of the policy for this risk, this amount shall be paid to the designated beneficiaries and if they do not exist, it shall be paid to the issues of the driver of the insured vehicle.

V. SPECIAL EQUIPMENT, ADAPTATIONS AND CONVERSIONS

1.- DEFINITION

It is considered special equipment any part, accessory or sign installed due to the express request of the purchaser or owner of the vehicle, in addition to the parts or accessories with which the manufacturer originally adapts each particular model and type that presents to the market, as well as the adaptation and/or conversion, all modifications and/or additions to the bodywork, structure, coatings, mechanism and/or device required for the functioning for which it was designed.

2.- COVERAGE

The risks protected by this coverage are divided in the sections below:

a.- Material damages suffered by the special equipment, the adaptations and/or conversions, installed in the vehicle due to the risks described in the coverage of the material damages.

b.- The theft and material damages suffered by the special equipment, the adaptations and/or conversions due to the total theft of the vehicle.

The description of the special equipment, the adaptations and/or conversions and the insured amount for each one of them shall be established by an appendix and in no case the compensations shall exceed the insured amount of the goods, notwithstanding the established in item 8 of the SEVENTH CLAUSE.

VI. LEGAL ADVICE

By contracting this coverage, it is repeal the exclusion established in item 13 of the THIRD CLAUSE of this policy.

1.- The Company commits to render the Policyholder the coverage of Legal Advice, through the professional services of Lawyers, in case he/she has an accident when driving the insured vehicle causing damages to third parties, to him/herself and to his/her goods.

2.- The service rendering in case of accident shall be performed through the relevant professional services to process the freedom of the Policyholder before the relevant Authorities, as well as the release of the vehicle that suffered the accident.

3.- The Company shall be responsible for the payment of all legal expenses derived from the procedures mentioned in the previous paragraph, also settling the money collateral in cash set by the Public Prosecutor's Office or if applicable, the premium of the surety, when it is so determined by the Legal Authority in order to obtain the probation of the Policyholder, to the maximum limit established in the title page of the policy for this coverage.

4.- If due to the accident the Driver is prosecuted, The Company shall provide the legal defense through its Specialist Lawyers and shall be constituted in his/her defense, providing in the proceedings all those elements and evidences in favor of the defense of the defendant, bringing all the resources necessary, even the writ of amparo, until obtaining the final decision.

Also in this case, The Company shall bear all the legal expenses derived from the criminal proceeding, until its conclusion.

5.- If due to the causes imputed to the Driver, the warranty or surety mentioned in item 3 of this coverage becomes effective, The Company shall not grant it again for the same accident, without being exonerated from the other obligations it has compromised to.

6.- In case of collisions and overturns, causing damages to third parties property and caused by the Driver even when it does not proceed his/her indictment or loss of freedom, The Company shall be responsible for performing the corresponding actions in order to obtain the release of the vehicle.

7.- In no case The Company shall be responsible for the administrative mistakes or the payment of the fine or fines incurred by the Driver, as a result of the accident or accidents in which is necessary the intervention of The Company.

8.- The parties are completely informed that the services of The Company shall be provided to the Policyholder only in the cases of crimes derived from car accidents due to imprudence.

9.- The Policyholder shall inform or provide as soon as possible, to the person or people designated by The Company, the summons, lawsuits, requirements, court orders, notices, as well as any other legal correspondence or documentation received from the Administrative or Legal Authorities and directly or indirectly related to the events protected by this agreement. The Company shall not be responsible for the delay or omission incurred by the Policyholder.

10.- The professional services offered by this coverage shall be performed by Lawyers designated by The Company, therefore, in case the Policyholder decides to contract other Lawyers, he/she shall inform in advance The Company, in this case the professional fees thereof shall be covered for up to a maximum limit of 500 days of minimum general salary in force in the Federal District at the moment of the accident.

If The Company acts with negligence when setting or managing the defense, the Liability in relation to the amount of the expenses of this defense shall not be subject to any limit.

In this case, the liability of The Company shall be restricted to the payment of these fees.

EXCLUSIONS:

a.- When the accident occurs under circumstances different from the terms previously specified.

b.- When it is a deliberate crime.

c.- When the Policyholder does not follow the instructions provided by the Lawyers of The Company for his/her defense or makes personal arrangements without previously informing those professionals.

d.- In case the Policyholder hides from the Lawyers of The Company any verbal or written information related to the accident or the proceeding.

e.- When the Policyholder does not appear before the authorities who summoned him/her.

f.- To exhibit any type of warranties to obtain the freedom of the Driver, as a result of the injuries caused to occupants of the insured vehicle.

VII. TRAVEL ASSISTANCE AND COMPLEMENTARY MEDICAL SERVICES. A.- TRAVEL ASSISTANCE

1.- The insurance referred in this coverage covers:

a.- The individual entitled as Policyholder in the title page of the main policy, as well as his/her spouse and children under 18 years, provided that they live with him/her and economically depend on him/her, even if they travel separately and by any means of transportation.

b.- In the case of legal entities, the individual designated as regular driver of the vehicle indicated in the title page of this policy, as well as other people indicated in the previous item.

c.- For the purposes of technical assistance, the vehicle mentioned in this policy shall be exclusively the one indicated in the title page of the policy. However, this coverage shall not be effective in relation to the vehicles designated to the public

transportation of goods or people; of rental, with or without driver; with a weight higher than 3,500 kilograms or of a model with an age higher than fifteen years.

2.- The coverages shall have the following territory:

a.- The ones referred to people, as well as their baggage and personal belongings, shall be extended around the world, provided that such people are at more than 50 kilometers from their city of residence and that the assistance situation occurs within the first 60 calendar days of the travel duration. When this period of time has passed without finishing it, the coverage of this item shall end.

b.- The ones related to the vehicle shall comprise only the territory of the Mexican United States and shall be rendered from kilometer "0", provided that the vehicle may not move due to a breakdown or accident in the public highway.

3.- The coverages related to people shall be rendered with an adjustment to the conditions below:

a.- *Transportation or repatriation in case of physical injuries or diseases.*

The Company shall pay the transfer expenses, in ambulance or by the means it considers more appropriate the doctor designated by The Company, to the appropriate Hospital Center or, depending on the circumstances, the usual address.

b.- *Transportation or repatriation of the accompanying policyholders.*

When the injury or disease of any of the Policyholders impedes to continue with the travel, The Company shall defray the expenses of the accompanying policyholders to their usual address or to the place where that person is hospitalized, provided that this transfer cannot be performed by the means of transportation provided for the travel.

If any of the people transferred or repatriated is under 15 years and does not have any companion, The Company by request of any of the Policyholders, shall provide an appropriate person to assist him/her during the travel to the address or place of hospitalization.

c.- *Displacement and stay of a relative of the Policyholder.*

In case the hospitalization is higher than 5 days, The Company shall pay the following expenses:

* In Mexican territory, the amount of the round trip, of a relative to the place of hospitalization by the means of transportation that is more nimble, as well as the stay expenses at the rate of \$500.00 (five hundred pesos 00/100 MXN) per day, with a maximum of 10 days of lodging.

* Abroad, the amount of the round trip in economy class, as well as the stay at the rate of \$60 (sixty) dollars per day with a maximum of \$600 (six hundred) dollars.

d.- *Transfer of the beneficiary by interruption of travel due to the death of a relative.*

The Company shall pay the displacement expenses of the Policyholder when he/she has to interrupt the travel due to the death in Mexican territory of his/her spouse, parents, children or brothers, to the place of burial, provided that this transfer cannot be performed by the means of transportation due to the travel.

e.- *Medical assistance for injury or disease of the Policyholder abroad.*

In case of injury or disease of the Policyholder abroad, The Company shall defray the expenses of hospitalization, surgical interventions, medical fees and medicines prescribed by the assisting doctor. The maximum limit for such concepts shall be of \$5,000 (five thousand) dollars per each Policyholder.

f.- *Extension of the stay of the Policyholder abroad for injury or disease.*

The Company shall pay the hotel expenses of the Policyholder when for injury or disease, and by medical prescription, it is necessary to extend the stay abroad for medical assistance. These expenses shall have a limit of \$60 (sixty) dollars per day, with a maximum of \$600 (six hundred) dollars.

g.- *Transportation and/or repatriation of the deceased Policyholder and the accompanying Policyholders.*

In case of death of one of the policyholders during the travel, The Company shall perform all the procedures necessary for the repatriation transportation of the body and shall cover all the transfer expenses until the burial. The maximum limit for all the concepts shall be equivalent to \$15,000.00 (fifteen thousand pesos 00/100 MXN), if the death occurs within the

Mexican territory and up to \$5,000 (five thousand) dollars if it occurs abroad.

The Company shall also defray the transfer expenses of the accompanying policyholders to their corresponding address or to the burial place, provided that this transfer cannot be performed by the means of transportation provided due to the travel.

h.-Transmission or urgent messages.

The Company shall be responsible for transmitting, at its own expense, the urgent or justified messages of the beneficiaries, related to any of the events subject to the benefits referred in this policy.

4.- The coverages related to the vehicle described in this policy are the ones indicated below and they shall be rendered with an adjustment to the following conditions:

If the event that generates the assistance request occurs within the same city of residence of the Policyholder, it shall only be granted the benefits of subsections (a) and (b) of this item; if the event occurs on the highway or a city different from the one of residence of the Policyholder, all the subsections of this item shall apply.

a.-Towing or transportation of the Vehicle.

In case the vehicle cannot be moved due to a breakdown or accident, The Company shall be responsible for the tow or transportation to the garage chosen by the Policyholder. The maximum limit of this benefit shall be equivalent to \$1,500.00 (one thousand and five hundred pesos 00/100 MXN) and shall be restricted to one service per event.

b.- Basic Road Assistance.

In case of minor breakdowns, The Company may send a service provider to assist in the events, such as: tire change, electricity transfer, [sending of a locksmith](#), delivery of gasoline (the latter with charge for the Policyholder).

c.-Stay or displacement of Policyholders due to the immobilization of the vehicle.

In case of breakdown or accident of the vehicle, The Company shall defray the following expenses:

* When the repair of the vehicle cannot be performed the same day of the immobilization, according to the opinion of the person in charge of the garage chosen by the policyholder, the stay in a hotel at the rate of \$500.00 (five hundred pesos 00/100 MXN), per day and policyholder, with a maximum of three days of lodging.

* The matters that deserve the displacement of the Policyholders to their usual address, when the repair of the vehicle cannot be performed within 72 hours after the immobilization, according to the opinion of the person in charge of the garage chosen by the Policyholder, to a limit of \$900.00 (nine hundred pesos 00/100 MXN) per each person that travels in the insured vehicle.

In the case of the previous paragraph, if the number of insured people is three or more, and provided that there is a Company dedicated to the car rental in the immobilization area of the vehicle, these Policyholders may choose the rental of another vehicle with similar characteristics to the one damaged, which may be used for a maximum period of time of 48 hours and with a maximum cost of \$1,500.00 (one thousand and five hundred pesos 00/100 MXN) of total billing.

If the Policyholders decide to continue the travel, The Company shall defray the displacement expenses to the destination place planned, provided that the cost does not exceed \$900.00 (nine hundred pesos 00/100 MXN) per each person traveling in the insured vehicle.

d.-Stay and displacement of policyholders due to the vehicle theft.

In case of vehicle theft and after complying with the report procedures before the competent authorities, The Company shall assume the benefits established in subsection "C" of this item.

e.-Transportation, storage or custody of the repaired or recovered vehicle.

If the repair of the vehicle requires an immobilization period of time higher than 96 hours, or if, in case of theft, such vehicle is recovered after the accident, The Company shall defray the following expenses:

* The storage and custody of the repaired or recovered vehicle, with a maximum of \$500.00 (five hundred pesos 00/100 MXN).

* The displacement of the Policyholder or person assigned by him/her, to the place where the vehicle has been recovered or repaired.

The Company shall only assume these expenses when the repair cost of the vehicle does not exceed its commercial value at that moment.

f.-Driver Services.

In case the Policyholder is unable to drive the vehicle due to disease or accident, and if none of the accompanying people can assume the driving of the vehicle, The Company shall only cover the transfer expenses of one driver designated by any of the Policyholders to transfer the vehicle with its occupants to the usual address in the Mexican territory or to the destination place planned in the travel.

g.- Delivery of a taxi in the city of residence.

In case the policyholder is not in the appropriate physical conditions to drive the vehicle and/or in case of an accident in the City of residence, he/she may make use of this service, with a limit of \$250.00 (two hundred and fifty pesos 00/100 MXN) per event and a maximum of 2 events a year.

5.- The coverages related to the lost baggage and personal belongings, property of the Policyholders, are the ones indicated below and shall be rendered with an adjustment to the following conditions:

a.-Localization and transportation of baggage and personal belongings.

The Company shall advise the Policyholder on the report of theft or loss of baggage and personal belongings y shall collaborate in the procedures to find them.

In case of recovering those goods, The Company shall defray the dispatch expenses to the destination place of the travel planned by the Policyholder or to the usual address, to his/her choice.

b.-Loss of documented baggage on scheduled flight.

In case the documented baggage of the Policyholder is lost during the travel on the scheduled flight and is not recovered within forty-eight hours after the arrival, The Company shall pay the Policyholder the amount equivalent to \$1,000.00 (one thousand pesos 00/100 MXN), per documented piece, as basic expenses and previous delivery of the bills corresponding to these expenses.

If the baggage is then recovered, the Policyholder shall receive it and return the amount aforementioned to The Company.

6.- The benefits and events mentioned in the general set of clauses of the main policy and, also, the below ones, are not subject to the coverage referred in this policy:

a.- The ones caused due to bad faith of the Policyholder or driver and/or beneficiaries.

b.- Natural phenomena of extraordinary nature, such as: flooding, earthquakes, volcanic eruptions, cyclonic storms.

c.- Events and acts derived from terrorism, mutiny or popular disturbance.

d.- Events and acts of armed forces, security forces or bodies during peace times.

e.- The ones derived from the radioactive nuclear energy.

f.- The ones produced with opportunity of theft, breach of trust and in general, use of the vehicle without the consent of the Policyholder and/or beneficiaries.

g.- The services the Policyholder had contracted without the previous consent of The Company, except in case of force majeure proven which impedes him/her to communicate with it or with the third parties in charge of rendering these services.

h.- The medical or hospital expenses within Mexican territory.

i.- The diseases or injuries derived from chronic illnesses and the ones previously diagnosed before starting the

travel.

j.- The death caused by suicide and injuries or consequences caused by trying it.

k.- The death or injuries originated, directly or indirectly, from acts performed by the Policyholder with malice or bad faith.

l.- The assistance and disease expenses or pathological conditions produced by the voluntary ingestion of alcohol, drugs, toxic substances, narcotics or medicines without medical prescription, and neither the assistance and expenses derived from mental illnesses.

m.- The ones related to the acquisition and use of prosthesis, glasses and assistance for pregnancy.

n.- The assistance and expenses derived from the direct participation of the Policyholder in sports practices in competitions.

ñ.- The assistance and expenses of occupants of the vehicle, transported for free as a consequence of the so called rides or "auto-stop".

o.- The food, beverages, telephone calls and other expenses in addition to the room charge in case of Lodging.

7.- When it occurs any of the events subject to the benefits guaranteed by this policy, the Policyholder shall request The Company by telephone the relevant assistance and shall indicate his/her identification data, the license plate, as well as the place where he/she is, and the type of service needed. The cost of these telephone calls shall be paid by The Company.

8.- The Policyholders consent from now on that when The Company makes the payment of any of the compensations provided in this policy, they shall subrogate it all the rights assisting them before third parties and they are obliged to provide all the documents needed.

9.- The Company shall make the payments and compensations referred in this policy, provided that this does not result in a profit for the Policyholders.

10.- The services referred in this policy shall be rendered:

a.- Directly by The Company or by third parties contracted by it and under its responsibility, except that an act of God or a force majeure impedes it.

b.- In relation to the vehicle, only when it is used by any of the Policyholders or with their express or implied consent.

B.- COMPLEMENTARY MEDICAL SERVICES.

The Complementary Medical Services referred in this coverage shall be rendered as follows:

1.- The services described in this section shall be rendered to the individual entitled as Policyholder in the title page of the main policy, as well as to his/her spouse and children under 18 years that live with him/her and economically depend on him/her.

2.- In the case of legal entities, to the individual designated as regular driver of the vehicle indicated in the title page of this policy, as well as to other people indicated in the previous paragraph.

a.-Mediphone 24 hours

The Policyholder may request for free, during the 24 hours of the 365 days of the year, telephone guidance to a doctor who shall advise him/her on what to do and where to go to solve the problem. In no case shall be provided diagnoses nor medical prescriptions by telephone.

b.- Medical Consultation at Home

The Policyholder may request the sending of a general doctor for a medical consultation at home. The cost of the visit shall be of \$300.00 (three hundred pesos 00/100 MXN) plus VAT and shall be paid by the requestor, who shall directly

pay the doctor.

This service is restricted only to the following cities: Federal District, Guadalajara, Monterrey, Puebla, Guanajuato and their corresponding metropolitan areas.

c.-Medical Referrals within the Mexican Republic

The Policyholder and the beneficiaries may request for free, during the 24 hours of the 365 days of the year, the information on medical and hospital referrals from the network belonging to The Company within the entire Mexican Republic.

d.-Ambulance Delivery.

In case of accident or sudden disease of the Policyholder at home, and/or the beneficiaries described in the title page of the policy, provided that it is so confirmed and authorized by the doctor who attended the call, may request for free the ambulance service to be transferred to the closest hospital center.

This service is restricted to the city of residence of the Policyholder and limited to 2 (two) events a year.

C.- REPLACEMENT CAR.

When in the title page of the policy it is stated that this coverage was contracted, The Company is obliged to deliver a compact vehicle only for five calendar and consecutive days, only in case of collisions and overturns, which shall have full coverage with 10% of deductible and a civil liability for \$350,000.00 (three hundred and fifty thousand pesos 00/100 MXN); provided that the damaged vehicle is in process of being repaired in the garage assigned to do it and the policyholder meets the requirements of the car rental company assigned by The Company, subject to the availability of vehicles in the corresponding area.

This coverage applies without limit of events.

The events mentioned below are not subject to this coverage:

1. The ones caused due to bad faith of the policyholder or driver.
2. The services the policyholder had contracted without the previous consent of the provider, except in case of force majeure proven which impedes him/her to communicate with it.
3. It does not include Airports agency.
4. It does not include gasoline nor extra days.

VIII. ONLY TOTAL LOSS (OTL)

By contracting this coverage, The Company and the Policyholder agree that by choosing it, the losses or material damages suffered by the insured vehicle, due to any of the risks protected by the Coverage of Material Damages, established in the FIRST CLAUSE, "I", shall only be compensated when it is Total Loss.

It is considered Total Loss when the repair cost of the damages suffered by the insured vehicle exceeds the 50% of the commercial value that this vehicle has at the immediate moment before the accident, in accordance with the valuation made by The Company, considering the price of the spare parts or accessories on the date of the accident.

In case of an accident that deserves the vehicle to be declared as total loss, it shall be performed in accordance with the guidelines of the SEVENTH CLAUSE.

The contract of this clause shall be stated in the title page of the policy, in the line corresponding to Material Damages, with the following annotation "Material Damages OTL", therefore, being excluded the partial damages suffered by the insured vehicle, whose repair cost does not exceed the 50% (fifty percent) of the value aforementioned on the date of the accident.

DEDUCTIBLE: For this risk, it shall apply the same deductible shown in the title page for Total Loss.

IX. AUTOMATIC ADJUSTMENT OF INSURED AMOUNTS

The Company agrees with the Policyholder to compensate in accordance with the Insured Amount established for each

coverage in the title page of the policy, applying in this case the automatic adjustment of the insured amounts.

Therefore, if during the validity of this policy, the insured value of the vehicle and/or conversion increases due to the rise in prices and the policyholder had chosen this coverage, The Company shall automatically increase the Insured Amount every month.

The foregoing shall be performed in accordance with the percentage of increase stated by the "General Index" of the National Consumer Price Index, published by Banco de México.

The monthly increase aforementioned may not exceed the amount resulting from applying to the insured amounts the percentage corresponding to the rate of automatic adjustment described in the title page of the policy, with a maximum limit of 25%.

In case of accident and for the purposes of compensation and notwithstanding the stipulated in the SEVENTH CLAUSE, it shall be considered the original Insured Amounts protected, plus the corresponding to the percentage increase registered in the National Consumer Price Index from the beginning of the validity of the policy to the date of the accident, without exceeding the maximum percentage stipulated.

If at a particular time it is no longer published the index aforementioned, the increases of the insured amount shall be determined in accordance with the index replacing it.

X. SUBSTITUTE CAR

When the insured vehicle is determined by The Company as Total Loss, either for Material Damages or Total Theft, in accordance with the guidelines of the SEVENTH CLAUSE of the General Conditions "Basis of Damages Valuation and Compensation" and provided that this coverage of SUBSTITUTE CAR has been contracted, The Company through the car lessor designated by it in first instance, shall provide this coverage, for a period no longer than 25 days and up to the amount specified in the title page of the policy, the vehicle shall be delivered to the Policyholder within 48 hours after the written announcement made by The Company, determining the Total Loss for Material Damages or the Total Theft of the insured unit and provided that the Policyholder, in the case of the coverage of Total Theft, has initiated the previous investigation, delivering the minutes, as well as the certification of the property of the vehicle, both documents in certified copy.

The coverage referred in the previous paragraph shall be restricted to one event during the validity of the policy contracted, therefore, once it is used that coverage, it may not be reused.

So The Company grants this coverage, the Policyholder shall enter into a leasing agreement with the car lessor designated by The Company and meet the requirements below:

- * Be older than 24 years old.
- * Have a valid credit card.
- * Have a valid driver's license.
- * ID issued by the Federal Electoral Institute.

The vehicle on lease and replacement of the Policyholder shall be a compact vehicle like Nissan Tsuru and Sentra type, Dodge Neon type or similar in characteristics, size and capacity, available for all insured vehicles, except for the utilitarian fleets.

The vehicle on lease and replacement of the Policyholder, when it is an utilitarian vehicle, shall invariably be a Chevrolet vehicle Chevy Pop type.

1.- It shall be observed at all times the following guidelines for the application of the coverage and service:

a.- In case there is not availability of the vehicles aforementioned in the car lessor chosen by The Company or that the Policyholder is unable to drive it or that he/she expresses his/her desire to not receive the vehicle referred in this clause, then The Company shall compensate the Policyholder with the amount specified in the title page of the policy under the Substitute Car title, this amount shall be jointly paid to the Policyholder at the moment of the compensation to be performed by The Company as Total Loss for Material Damages or Total Theft of the insured unit.

If the Policyholder chooses the compensation specified in the title page of the policy, under the Substitute Car title, for the

coverage of Total Theft, this compensation shall only be paid if the vehicle is indemnified, being ineffective any type of payment, if the insured unit is found and delivered to the Policyholder.

b.- In case the Policyholder does not want to use this coverage with the lessor chosen by The Company or if he/she does not meet the requirements needed to lease the vehicle, The Company shall compensate the Policyholder with the amount specified in the title page of the policy under the Substitute Car title, this amount shall be jointly paid to the Policyholder at the moment of the compensation to be performed by The Company as Total Loss for Material Damages o Total Theft of the insured unit.

c.- The Titleholder of the policy may transfer the leasing use to a third party with the exception indicated in the **Exclusion "a"** of this item and indicated below, provided that when entering into the leasing agreement, the third party takes responsibility for the use of the leased vehicle, providing his/her data, credit card number and name of the driver, who shall be older than 24 years and have a valid driver's license.

d.- If the policy is issued under the name of a legal entity, the Legal Representative of the Company shall be the one who determines the use of this coverage and designates the person who shall drive the substitute car granted. In addition, the driver shall be older than 24 years and have a valid driver's license and the legal entity shall meet the requirements to render the service indicated in the previous item. If it is not determined, it shall be subject to the provisions established in section "b" of this document.

e.- The use of the substitute car shall be of 25 calendar days, except that the insured and damaged vehicle, in case of Total Theft, is located and found in optimum conditions, in that case the Policyholder shall return this unit when required by the Insurance Company.

EXCLUSIONS:

In addition to the stipulated in the third clause "Risks not protected by the agreement", the coverage of the substitute car excludes the following:

a.- This coverage shall not be granted to the third party damaged nor even due to the request of the Policyholder because this coverage shall only be granted to the vehicles insured for Material Damages, Total Theft or both types in this Company.

b.- Events produced by the use of the vehicle without consent of the Policyholder.

c.- All those events mentioned in the THIRD CLAUSE of the General Conditions "Risks not protected by the Agreement".

In case the Policyholder has contracted this coverage of SUBSTITUTE CAR only for the coverage of Material Damages, it shall not be granted the first one when the Total Loss is a result of the Material Damages caused by the Total Theft of the vehicle.

SECOND CLAUSE DEDUCTIBLE

I. THE COVERAGES INDICATED IN THE FIRST CLAUSE, SUCH AS: MATERIAL DAMAGES, TOTAL THEFT, SPECIAL EQUIPMENT, ADAPTATIONS AND CONVERSIONS:

They shall be contracted with the invariable application in each accident, of an amount payable for the Policyholder, called deductible, which shall be established for each risk in the title page of the policy.

All the other coverages indicated in the first clause are effective without the application of a deductible, except All otherwise agreed and by express agreement.

In the complaints due to the breaking of windows, it only shall be paid by the Policyholder the amount corresponding to 20% of the total repairing and placing cost of the damaged window or windows.

II. DEDUCTIBLE EXEMPTION.

It is exempted from the payment of the deductible to be borne by the Policyholder when as a result of a road accident, the vehicle suffers damages by collisions higher than the amount of the deductible contracted in the title page of the policy, in accordance with the valuation made by The Company, and if there is a third party who does not accepts its liability and/or does not guarantee the payment for the damages. It is an essential requirement to wait for the expert's

report issued by the relevant Office of the Attorney General, in which is determined the fault of a third party who caused the damage and this is remanded before the competent authority.

1.- In no case this benefit shall be effective:

- a.-When the alleged responsible third party is not in the place of the accident.
- b.-When it is not possible to obtain a favorable expert's opinion.
- c.-When the authority determines joint responsibility.
- d.- When the owner of the Insured vehicle does not prove before the relevant authority the property thereof.

III. "TERSSA" COVERAGE.

The contract of this coverage protects only the material damages suffered by the insured vehicle that according to the opinion of the company are less than \$10,000.00 pesos and there is a responsible third party without insurance who does not accept his/her responsibility and decides to leave with his/her damages, the company shall offer the client the option to pay as deductible the amount of \$1,000.00 pesos in return for the delivery of the corresponding order to repair the vehicle, excluding its obligation to file a formal complaint or lawsuit before the authorities, in accordance with the established in the 6^o clause, Section I, item 4.

IV. COVERAGE OF "EXEMPTION OF DEDUCTIBLE FOR TOTAL LOSS"

By contracting this coverage it is exempted the payment of the deductible in cases of total loss or total theft of the vehicle protected in the title page of the policy, in accordance with the valuation made by The Company.

THIRD CLAUSE RISKS NOT PROTECTED BY THE AGREEMENT

I. THIS INSURANCE IN NO CASE PROTECTS:

- 1.- Damages or losses less than the deductible contracted.**
- 2.- The damage suffered or caused by the vehicle when this is driven by a person who does not have the type of license or permit required to drive the insured vehicle, issued by the competent authority, unless the gross fault, inexperience or negligence may not be imputed to the driver during the occurrence of the accident, the permits to drive for the purposes of this policy shall be considered as licenses.**
- 3.- The losses or damages suffered or caused by the vehicle, as a result of warfare, either coming from an abroad war or from a civil war, revolt, rebellion, expropriation, requisition, confiscation, seizure or detention by the authorities legally recognized due to their functions intervening in those acts.**
- 4.- The losses or damages suffered or caused by the vehicle when it is used for any military service, with or without the consent of the Policyholder.**
- 5.- Any indirect harm, expense, loss or damage suffered by the policyholder, comprising the use deprivation of the vehicle.**
- 6.- The breaking, mechanical breakdown or lack of strength of any piece of the vehicle due to the use, unless they are caused by any of the protected risks.**
- 7.- The losses or damages due to the natural wear of the vehicle or its parts, the devaluation of its value, as well as the material damages suffered by the vehicle and caused by the load, unless they were caused by any of the protected risks.**
- 8.- The losses or damages caused by the normal action of the tide, even when it causes a flooding.**
- 9.- The damages suffered or caused by the vehicle, by overload or for expose it to the excessive traction in relation to its strength and capacity.**
- 10.- The civil liability of the Policyholder for material damages to:**
 - a.- Goods under his/her custody or responsibility.**
 - b.- Goods that are property of people legally depending on the Policyholder.**
 - c.- Goods that are property of employees, agents or representatives of the Policyholder, while they are within the properties of the latter.**
 - d.- Goods inside the insured vehicle.**
- 11.- The damages caused to third parties in themselves when they legally depend on the Policyholder or when they work for him/her at the moment of the accident.**
- 12.- The benefits to be paid by the Policyholder for damages caused to people occupying the vehicle from which derive obligations in terms of civil, criminal liability or professional risks.**
- 13.- The expenses of the legal defense of the driver of the vehicle due to the criminal procedures originated by any accident and the cost of sureties or bonds of any type, as well as the fines, damages or any other obligations different from the compensation of the material damage to be borne by the driver due to the civil liability, unless the Policyholder has contracted the coverage VI established in the FIRST CLAUSE.**
- 14.- The losses or damages caused to the lower parts of the vehicle when traveling outside the roads or when these are in impassible conditions.**
- 15.- Use it for driving teaching and instruction purposes.**
- 16.- The damages suffered or cause by the vehicle, due to the gross negligence of the person driving it while he/she is under the effects of alcohol or on drugs. This exclusion shall only be effective for vehicles of commercial type and in general all type of vehicles designated to the goods transportation.**

17.- The Company shall not compensate nor pay any expense to the Policyholder or third party due to fines, penalties, infractions, as well as tow truck or storage services, used by the authorities.

18.- To directly participate with the vehicle in races or security, resistance or speed tests.

19.- When there is an aggravation of the risk at the moment of the accident, considering this as the damage suffered by the mechanical parts, after occurring one of the protected risks and causing the connecting rod to break free due to the lack of oil or overheat of the engine.

20.- Fraud.

21.- The losses or damages suffered by the insured vehicle in an intentional manner and caused by the Policyholder or any other driver who with his/her express or implied consent uses the vehicle.

22.- The special equipment and/or adaptation or conversion without a breaking meeting the fiscal requirements, or that being of foreign origin it does not have the proofs of property and importation, or the legal stay in the country.

23.- The compensation of any disease or pre-existent, chronic or recurrent injury or pathological conditions not derived from the car accident.

24.- Partial Theft.

25.- Wilful Damages and Injuries.

II. Risks not protected, but that may be covered by the express agreement.

1.- The damages suffered or caused by the vehicle as a result of:

a.- Allocating it for an use or service different from the one indicated in this policy, which implies an aggravation of the risk in accordance with the established in Article 52 of the Insurance Contract Law. The Policyholder shall inform the insurance company on the essential aggravations the risk has during the course of the insurance, within twenty-four hours after being aware of them.

If the Policyholder does not notify or if he/she causes an essential aggravation of the risk, the obligations of the company hereafter shall not have full rights.

FOURTH CLAUSE.

PREMIUM AND PAYMENT OBLIGATIONS I. PREMIUM

The premium expires and may be paid at the moment of entering into the agreement.

The premiums may be paid as authorized by The Company for that purpose, which may be in cash or by bank transfers.

II. TERMINATION OF THE LEGAL EFFECTS OF THE AGREEMENT DUE TO THE LACK OF PAYMENT.

The parties agree that the period stipulated for the payment of the premium shall be of three business days after its expiration date.

The Policyholder is obliged to pay the premium in the agreed period having as deadline the due date established for the payment, if not made, the legal effects of the agreement shall be automatically terminated at 12:00 hours of the due date of payment.

If the Policyholder chooses the split payment of the premium, the installments of the payment shall be made according to the established in the first and second paragraph of this section and the established in the payment receipts The Company provides to the Policyholder.

In this case, it shall be applied to the premium the financing rate for the split payment agreed between the Policyholder and The Company, on the date they entered into the agreement.

In case of accident involving total loss, The Company shall deduct from the compensation due to the owner of the vehicle, the total of the unpaid premium of the risk involved.

III. PLACE OF PAYMENT.

The premiums agreed shall be paid at the offices of The Company or with the previous authorization thereof, at the Bank Institutions indicated by it, upon presenting the corresponding receipt.

IV. COMMISSIONS.

During the validity of the policy, the contracting party may request in writing the institution to inform him/her the percentage of the premium that, as commission or direct compensation, corresponds to the intermediary or legal entity for his/her participation when entering into this agreement. The institution shall provide this information, in writing or by electronic means, within a period not exceeding ten business days after the reception date of the request.

FOURTH CLAUSE BIS.

POLICY

I.- Validity

The modifications made to this agreement after the start date of its validity, shall consist of subsequent versions, maintaining the same policy number and adding it the corresponding consecutive number of the version.

The validity of this agreement is the one indicated in the policy, which, by request of the Contracting Party or Policyholder, and previous acceptance of The Company, may be renewed or extended by the issuance of the subsequent version thereof, in accordance with the set in the previous paragraph. This version shall state the terms and validity of the renewal or extension. The changes to make to the agreement, and stated in each new version, shall have all the legal effects in accordance with the established in Articles 25 and 40 of the Insurance Contract Law, remaining without legal effect all the previous versions in possession of the contracting party, except the clauses that have not been modified, which shall be completely reproduced in the new version, not applying them the established in the legal provisions stated in this clause.

II.- Renewal

The validity of this agreement is the one indicated in the title page of the policy.

In case of having made the payment of the policy with credit card, on the expiration of the insurance period and previous subscription of The Company, the policy shall be renewed under the same conditions, for an equal period, applying the current rate registered in the Insurance and Surety National Commission at the moment of the renewal, within the last 30 days of validity of each insurance period. This renewal shall state the terms and validity thereof.

The renewal shall not be performed if within the last 30 days of validity of the corresponding period, the Policyholder or Contracting Party informs The Company that he/she wants to terminate this agreement, or if the subscription referred in the previous paragraph determines it so.

In case of any other method of payment, the policy shall only be renewed upon the express will of the Policyholder.

III.- Validity Start and Termination.

The validity of this policy starts and finishes on the date and time stated in the title page thereof, except if it exists a new version thereof.

IV.- Policy Delivery.

I.-The parties accept that at the moment of contracting, it shall be provided to the Policyholder, the request number, and the policy within a period no later than thirty days after contracting this resident cars insurance.

1. The delivery of the policy shall be made in accordance with the agreed with the contracting party as follows:

a.-At the address indicated by the contracting party.

b.-By electronic means.

c.-Any other considered appropriate.

2. The contracting party, alternatively and in writing, after the 30-day period for its delivery, may request the copy of the insurance policy contracted, directly in any of the branches of The Company.

3.. The contracting party may request in writing, directly in any of the branches of The Company, the cancellation or renewal of the policy.

4. In addition, the contracting party may obtain sufficient information related to the conditions of the resident cars insurance, on the website www.elaguila.com.mx

FIFTH CLAUSE INSURED AMOUNTS

The amount to be paid in each coverage for each risk protected according to this agreement is specified in the title page of this policy.

The Company and the Policyholder have agreed that for the coverages of **Material Damages and Total Theft**, the insured amount is stated in the title page of the policy under the "Commercial Value" heading, which shall be determined by The Company after having available the vehicle, and in accordance with the mentioned in subsection "f" of item 7, section I of the SEVENTH CLAUSE "BASIS OF DAMAGES VALUATION AND COMPENSATION".

In case the Policyholder has chosen the coverage of **Automatic Adjustment of Insured Amounts**, this shall be determined in accordance with the guidelines stipulated for this coverage and according to the established in the first and second paragraph of section IX of the FIRST CLAUSE.

The insured amounts indicated in the FIRST CLAUSE, such as: Material Damages, Total Theft, Civil Liability for Damages to Third Parties and Medical Expenses for Occupants contracted in the policy shall be automatically reestablished after they have been reduced by the payment of any partial compensation made by The Company during the validity of the policy.

In the case of the coverage of Special Equipment, Adaptations and Conversions established in the FIRST CLAUSE, all compensation paid by The Company shall reduce in an equal amount its liability, and may be reestablished by the request of the contracting party and previous authorization of The Company, in which case the contracting party shall pay the corresponding additional premium.

In the case of the coverage of **Material Damages and Total Theft**, the amount of the compensation shall be obtain in accordance with the procedure described in item 5, section I of the SEVENTH CLAUSE "BASIS OF DAMAGES VALUATION AND COMPENSATION", or if applicable, the related to subsection "e" of item 7, section I of the SEVENTH CLAUSE "BASIS OF DAMAGES VALUATION AND COMPENSATION".

SIXTH CLAUSE POLICYHOLDER OBLIGATIONS

I. IN CASE OF AN ACCIDENT, THE POLICYHOLDER IS OBLIGED TO:

1.- Implement all the measures that tend to prevent or minimize the damage. If there is no danger in the delay, he/she shall request instructions to The Company, abiding what it instructs. The expenses incurred by the Policyholder that clearly are not inadmissible, shall be covered by The Insurance Company, and if it this one instructs it, he/she shall pay in advance these expenses.

2.- If the Policyholder does not comply with the stated in the previous paragraph, The Company shall have the right to restrict or reduce the compensation, to the value that it may have increased if the Policyholder had complied with these obligations.

3.-The Insurance Company shall have the right to demand to the Policyholder or beneficiary all type of information on the events related to the accident and by which it may be determined the circumstances of its occurrence and the consequences thereof. (Art. 69 of the Insurance Contract Law).

4.- NOTICE OF ACCIDENT. Notify The Company as soon as the event is known, which shall not be longer than five days. The lack of timely notification may only cause that the compensation is reduced to the original amount for the accident, if The Company may have been notified soon on the same.

Except in Acts of God and Force Majeure, the lack of notification of accident shall be subject to the impediments that the Policyholder may have to provide a timely notification to this Institution, which shall be provided as soon as this impediment disappears.

5.- NOTIFICATION TO AUTHORITIES. File the formal complaint or lawsuit before the Competent Authorities in relation to acts that may be a reason for demanding the protection by this policy, and cooperate with The Company to recover the vehicle or the amount of the damage suffered.

The non-compliance of this obligation by the Policyholder exempts The Company from covering the compensation corresponding to the affected coverage for the accident. The Company shall not be obliged by acknowledgment of debts, transactions or any other legal acts of similar nature, events or the ones performed without its consent; the confession on the nature of an event may not be equivalent to the acknowledgment of a liability.

II. IN CASE OF COMPLAINTS FILED BY THE POLICYHOLDER DUE TO THE ACCIDENT THAT AFFECT THE COVERAGES I, II, III, IV, V, VI, VII OF THE FIRST CLAUSE, THE POLICYHOLDER IS OBLIGED TO:

1.- The Policyholder is obliged to submit all and every document related to the vehicle required by The Company, at the moment of making any type of compensation in relation to any risk contracted.

a.-In case of total loss:

* Original invoice of the unit duly endorsed to El Aguila Compañía de Seguros S.A de C.V. (individuals).

* Original invoice of the Company in favor of El Aguila Compañía de Seguros S.A de C.V. (legal entities). In this case, it is also required a photostatic copy of the original invoice of the agency where that unit was acquired.

* And submit the documentation referred in the instructions manual titled Requisition of Documentation for the Payment of Total Loss or for Theft of the Insured Vehicle, APPENDIX ONE.

EXCLUSION

The parties agree that in relation to re-invoicings issued by the Insurance Companies, the compensation shall have a demerit in case of Total Loss or Total Theft of 15% of the amount to compensate.

2.- The Policyholder is obliged to inform The Company, as soon as he/she is aware of them, the complaints or lawsuits received by him/her or his/her representatives, for which purpose he/she shall send the documents or copies thereof, delivered in relation to this matter.

The non-compliance of this obligation by the Policyholder exempts The Company from covering the compensation corresponding to the affected coverage for the accident. The Company shall not be obliged by acknowledgment of debts, transactions or any other legal acts of similar nature, events or the ones performed without its consent; the confession on the nature of an event may not be equivalent to the acknowledgment of a liability.

3.- Cooperation and Assistance: The Policyholder is obliged at the expense of The Company, in all civil procedures that may be initiated against him/her due to the liability covered by the insurance:

a.- To provide the data and evidences necessary required by The Company for his/her defense at the expense of it, in case of being necessary or when the Policyholder does not appear.

b.- Exercise and assert the actions and defenses that apply by law.

c.-To appear in every Legal Procedure.

d.- To grant powers in favor of the Lawyers designated by The Company to represent him/her in the civil procedures aforementioned, in case he/she cannot directly participate in all the proceedings of these procedures.

III. OBLIGATION OF INFORMING THE EXISTENCE OF OTHER INSURANCES.

The contracting party shall have the obligation of immediately inform The Company, in writing, on the existence of another

insurance that he/she contracts or has contracted with another Company, on the same risk and with the same interest, indicating the name of the Insurance Company and the coverages.

IV. THE CONTRACTING PARTY SHALL HAVE THE OBLIGATION TO INFORM THE FOLLOWING CHANGES.

These changes may affect the premium within the following five business days after occurring, including, but not limited to: change of owner, type of use of the vehicle, regular drivers, and place of residence.

**SEVENTH CLAUSE
BASIS OF DAMAGES VALUATION AND COMPENSATION**

I. THE COMPANY SHALL HAVE THE OBLIGATION TO INITIATE WITHOUT DELAY THE VALUATION OF DAMAGES.

If the Policyholder has complied with the obligation imposed by the SIXTH CLAUSE, item 3 (Notification of Accident) and the vehicle is free from any retention, seizure, confiscation or another similar action produced by instructions of the authorities legally recognized due to their functions, involved in those acts.

1.- The Company shall initiate the valuation of the damages suffered by the insured vehicle within 72 hours from the notification of the accident, provided that it has been complied with the stated in the previous section, otherwise the Policyholder is entitled to proceed to their repair and demand their cost to The Company in accordance with this policy.

The Company shall not be obliged to compensate the damage suffered by the vehicle if the Policyholder has proceed to their repair or to disassemble them before The Company makes the valuation and declares the complaint as appropriate; also, it shall not recognize pre-existent damages or the ones not informed to The Company.

If for causes imputable to the Policyholder, the valuation cannot be performed, The Company shall only proceed to perform it until the cause disappears..

2.- After finishing the valuation and having recognized his/her responsibility and notwithstanding the stipulated in Article 71 of the Insurance Contract Law, The Company shall compensate in cash the Policyholder with the amount of the valuation of the damages suffered on the date of the accident.

Art. 71.- “The credit resulting from the insurance contract shall expire thirty days after the date in which The Company has received the documents and information that allow it to know the basis of the complaint”.

3.- PARTIAL LOSSES:

The compensation in partial losses shall comprise the value of the bill of the spare parts and labor plus the taxes generated thereof, provided that is issued in favor of El AguilaCompañía de Seguros S.A. de C.V., applying the amount of the corresponding deductible.

4.- CONDITIONS APPLICABLE IN REPAIR:

When The Company chooses to repair the insured vehicle, the determination of the repair center and the suppliers of spare parts and pieces shall be subject to their availability in the public place closest to the place of the accident, that it has a lamination and mechanical area, that complies with the general quality standard and that there is an agreement of service rendering and payment with The Company.

a.- For vehicles within their first 12 months of use from the date of invoicing, the repair centers provided shall be the distributor agencies of the brand or those garages that provide services in an additional manner and which are recognized and authorized by the brand.

b.- For vehicles with more than 12 months of use from the date of invoicing, the repair centers provided shall be the multibrand or specialized garages.

c.- The responsibility of The Company consists of locating potential suppliers that offer spare parts and pieces in the market, confirming their existence and availability to supply them, as well as to verify that the garage or agency installs the parts required and that their repair is appropriate.

d.- The pieces or spare parts shall be replaced only in the cases where their repair is not guaranteed or damages their aspect in a visible manner.

e.- The availability of the parts is subject to the supply by the manufacturer, importer and/or distributor, therefore, it is not

an issue of this agreement the enforceability to The Company for their location in cases of generalized shortage.

f.- In case there are not pieces, spare parts available, generalized shortage or the Policyholder does not accept the repair process estimated by The Company, this may choose to compensate in accordance with the amount valued and considering the provided by the conditions applicable in compensation.

g.- The time that takes the repair shall depend on the existence of pieces or spare parts, as well as on the own and necessary works of labor and painting and The Company shall inform the Policyholder through the garage, agency or his/her representative, the process and progress of the repair.

h.- The guarantee of the repair shall be subject to the one offered by the manufacturer, importer or distributor of the parts, as well as the ones provided by the garage or agency in relation to their labor, notwithstanding the stipulated in the previous options, in case of a damage not detected at the moment of the valuation and that is a consequence of the accident claimed, the Policyholder shall inform The Company and present the vehicle for evaluation and if appropriate, its corresponding repair.

5.- Conditions applicable in compensation:

When The Company chooses to compensate, it shall inform it to the Policyholder or beneficiary, who may choose any of the methods indicated below:

a.- To receive the compensation in cash for the damages suffered and included in the complaint of the accident, which are appropriate according to the valuation.

b.- To the supplier of the service chosen by the Policyholder or beneficiary, within the car agencies or garages The Company has agreements with for that purpose and which are available in the public place closest to the place of the accident; being under the responsibility of the Policyholder or beneficiary, the corresponding monitoring of the garage or agency services.

6.- CONDITIONS APPLICABLE IN THE REPLACEMENT OF THE INSURED GOOD.

a.- When The Company chooses to replace the good affected with another of similar characteristics, it shall inform the Policyholder or beneficiary in an express manner, indicating the location of the susceptible good so the Policyholder attends to the revision, valuation and if applicable, the acceptance.

b.- The guarantee shall be subject to the one offered by the manufacturer, distributor, car lot or importer in the market.

7.- CONDITIONS APPLICABLE TO THE DEPRECIATION OF SPARE PARTS AND PIECES

The depreciation shall only be performed when the spare part or piece requires the total change of the set or mechanical or electrical component, in accordance with the criteria below:

a.- ENGINE:

The depreciation shall be applicable considering the millimeters of wear in the monoblock cylinders of the engine in relation to the maximum tolerance measurable with the light or the rings of the conicity of the cylinder; the Policyholder shall participate with the difference between the shelf life provided in relation to the millimeters of wear, when appropriate and in accordance with the criteria established in the SEVENTH CLAUSE, section "I", item 3, for the acquisition of pieces and spare parts.

b.- BATTERY

The depreciation shall be applicable considering the months of use from the manufacturing date marked in the casing of the battery or the indicated in the corresponding sale invoice.

c.- TIRES

The depreciation shall be applicable considering the difference between the remaining depth.

d.- When the cost of the repair of the damage suffered by the vehicle exceeds the 50% of the commercial value that the vehicle has at the immediate moment before the accident, in accordance with the valuation made by The Company, it shall be considered as Total Loss, unless it is otherwise agreed. If the cost aforementioned exceeds the 75% of this value, it shall always be considered as a Total Loss.

e.- In case of accident that deserves the vehicle to be declared as total loss, in accordance with the guidelines of the previous item, as well as in the case of total theft, it shall be considered for the determination of the compensation, the commercial value of the unit at the moment of the accident, unless the Policyholder has chosen the coverage of automatic adjustment of insured amounts.

f.-Commercial Value

Sale value (HIGH VALUE) of the vehicle for the consumer public in the car market with the same characteristics and equipment, which may be obtained from Autométrica or E.B.C. in force at the moment of the accident.

g.-Invoice Value for New Cars.

By contracting this coverage, The Company is obliged, in case of total loss or theft, to pay the total value shown in the invoice issued by the car agency, during the validity of the policy.

h.-Invoice Value for Pre-owned Cars.

By contracting this coverage, The Company is obliged, in case of total loss or theft, to pay the total value shown in the invoice issued by the car agency, during the validity of the policy.

This coverage shall only be granted to vehicles of up to five years of use and that have an invoice issued within the first 15 calendar days to the invoicing date.

i.- For vehicles of national manufacturing or the ones imported and sold by recognized assemblers and whose brand, type, description and model are included in the simplified rates issued by The Company, the Insured Amount shall correspond to the Commercial Value at the date of the accident.

j.- For vehicles legally imported and for vehicles near the borderline within the State of Baja California and San Luis Río Colorado, Sonora, the insured Amount shall correspond to the wholesale value of <<KELLEY BLUE BOOK, AUTO MARKET REPORT>> published by Kelley Blue Book CO, of California, United States of America; for the rest of the Republic, it may be applied to the previous condition the value <<AUTO TRADER>> or N.A.D.A guide (Official Older Used Car Guide) that corresponds to the region, valid at the moment of the accident.

Consequently, for the purposes to determine the Commercial Value of vehicles legally imported, it shall be considered the mean arithmetical quotient resulting from adding the high value and the low value in each guide mentioned in the previous paragraph and dividing it by two.

k.- For vehicles listed in section "g" of this item that are brand-new, of national manufacturing or imported and which are sold by recognized assemblers, the Insured Amount shall correspond to the commercial value thereof, being understood by this the value of brand-new minus the depreciation assigned due to the use between the purchase date of the vehicle and the date of the accident. The percentages of depreciation to be applied shall be of 10% at the start plus 1.25% for each month of use in addition to the first one.

l.- For those vehicles that according to their characteristics or age are considered <<Old and Classic>> or <<Out-of-Stock>>, the Insured Amount in both the contract and in case of accident shall be determined by the valuation made by appraiser experts.

8.- IN THE CASE OF THE COVERAGE V OF THE FIRST CLAUSE.

It shall be taken as basis of compensation the protected insured amounts shown in the title page of the policy, which shall be supported by a copy of the invoice guaranteeing the special equipment or adaptation and conversion, which shall be in possession of The Company, deducting in those insured amounts the percentage corresponding to the depreciation of those concepts.

9.- THE PARTICIPATION OF THE COMPANY IN THE VALUATION OR ANY ASSISTANCE THE COMPANY OR ITS REPRESENTATIVES PROVIDE TO THE POLICYHOLDER OR THIRD PARTIES DOES NOT IMPLY THE ACCEPTANCE OF ANY LIABILITY BY THE COMPANY IN RELATION TO THE ACCIDENT.

10.- FOR THE EFFECTIVE COMPLIANCE OF ARTICLE 71 OF THE INSURANCE CONTRACT LAW, THE POLICYHOLDER IS OBLIGED TO:

Deliver The Company the documentation specified for each case in the instructions manual to be delivered together with the policy and that is part of this agreement as APPENDIX ONE.

11.- TRANSFER EXPENSES

After the vehicle is free from any retention, seizure, confiscation and after paying the costs for the services used by the

authority (tow trucks and storage) or another similar situation produced by the order of the authorities legally recognized due to their functions and involved in those acts, The Company shall be responsible for the corresponding maneuvers and expenses to put the insured vehicle in transfer conditions, as well as the costs incurred by doing it. If the Policyholder chooses to transfer it to a place different from the one chosen by The Company, this shall only be responsible, for this concept, for up to the amount equivalent to one month of general minimum salary in force in the Federal District at the moment of the accident.

12.- DEFAULT INTEREST

In case The Company does not comply with the obligation to pay the compensation, as well as the obligations assumed in the insurance agreement, in accordance with Article 71 of the Insurance Contract Law, in spite of having received the documents and information that allow it to know the basis of the complaint filed, when becoming legally enforceable in trials or arbitrations, shall pay the creditor a compensation by default, in accordance with the established in Article 276 of the Insurance and Surety Institutions Law.

EIGHTH CLAUSE TERRITORIALITY

The coverages protected by this policy shall apply in case of accidents occurred to the insured vehicles, within the Mexican Republic. The application of the protected coverages are extended to the United States of America and Canada, except the coverages of Civil Liability and Legal Advice.

It shall be understood as legal expenses any expense incurred by the Policyholder in relation to the fines received by the administrative or legal authorities in those countries and directly or indirectly related to the events protected by this agreement.

NINTH CLAUSE RESCUES

In case The Company pays the value of the vehicle on the date of the accident, this shall have the right to have available the rescue at the corresponding rate and of any recovery, except the special equipment not insured.

By virtue that the part supported by the Policyholder is as deductible, the amount of the recovery shall apply, first, to cover the part paid by The Company and the excess, if it exists, shall correspond to the Policyholder. For this purpose, The Company is obliged to notify in writing the Policyholder on any recovery.

TENTH CLAUSE LOSS OF RIGHT TO BE COMPENSATED

I. The obligations of The Company shall be terminated:

1.- If it is proven that the contracting party, the beneficiary or his/her representatives and/or the driver in order to induce it to make a mistake, hide or inaccurately declare events that exclude or may restrict these obligations.

2.- If in the accident there is malice or bad faith of the contracting party, the beneficiary of his/her corresponding successors and/or the driver.

3.- If it is proven that the contracting party, the beneficiary or his/her representatives in order to induce it to make a mistake, do not timely provide the information requested by The Company on the events related to the accident, by which it may be determined the circumstances of their occurrence and the consequences thereof.

ELEVENTH CLAUSE EARLY TERMINATION OF THE AGREEMENT

The parties expressly agree that this agreement may be early terminated. When the Policyholder terminates it, The Company shall have the right to the part of the corresponding premium, with the previous reduction of the total acquisition cost paid for the intermediation of this insurance, in accordance with the rates table below:

No. of days exposed	% of surcharge
1-30	18.0
31-60	16.5
61-90	15
91-120	13.5
121-150	12
151-180	10.5
181-210	9
211-240	7.5
241-270	6
271-300	4.5
301-330	3
331-360	1.5
More than 360	0

When The Company terminates it, it shall do it by a written notification to the contracting party, being effective the termination of the insurance after fifteen days from the relevant notification made.

The Company shall refund the entire premium proportional to the time of validity that did not pass, at the latest when making this notification, and without this requirement it shall be considered as not performed.

The right of the contracting party aforementioned shall also be applicable in case of cancellation of one or several additional coverages, in which case, the refund procedure previously described shall apply on the part of the net premium corresponding to each one of the coverages canceled.

When two or more coverages are contracted and if before finishing the validity period agreed occurs the Total Loss of the protected vehicle, the contracting party shall have the right to the refund of the net premiums not accrued on the date of the accident, corresponding to the coverages not affected by this accident, with the previous reduction of the total acquisition cost paid by The Company for the intermediation of the coverages not affected.

It shall be proceed in the same manner when one or more coverages are contracted and the protected risks disappear due to events not protected.

TWELVETH CLAUSE EXPIRATION

All the actions derived from this insurance agreement, shall expire within two years, counted from the date of the event which originated them, in accordance with

Article 81 of the Insurance Contract Law, except the cases of exception established in Article 82 of the same Law.

The expiration shall be interrupted not only for the ordinary causes referred in Article 84 of the Insurance Contract Law, but also for those referred in the Law for the Protection and Defense of Users of Financial Services, in accordance with the established in Article 66, 68 and others related and applicable of the ordinance mentioned.

In accordance with the established by Article 50 Bis of the Law for the Protection and Defense of Users of Financial Services, the Financial Institute has a Specialized Unit, whose objective is to address inquiries and complaints, so in case of dispute, the claimant party may attend there.

The filing of the complaint in the Specialized Unit shall suspend the expiration.

THIRTEENTH CLAUSE

COMPETITION

In case of dispute, the claimant party may, according to his/her decision, assert his/her rights in accordance with the provided by the Law for the Protection and Defense of Users of Financial Services.

Consequently, in accordance with the established by Article 50 Bis of the Law for the Protection and Defense of Users of Financial Services, the Financial Institute has created a Specialized Unit, whose objective is to address inquiries and complaints, therefore, it is competent to address the complaints filed by the users. However, it shall be prerogative of the user to assert his/her rights in accordance with the law mentioned in the previous paragraph or directly before the relevant legal authority.

FOURTEENTH CLAUSE SUBROGATION

The Company shall be subrogated for up to the amount paid in the rights of the Policyholder, as well as in his/her corresponding actions, against the authors or people responsible for the accident. If The Company requests it so, at its expense, the Policyholder shall manifest the subrogation in the public deed. If due to actions or omissions of the Policyholder it is completely stopped the subrogation, The Company shall be exempt from its obligations.

If the damage was partially compensated, the Policyholder and The Company shall agree to assert their rights in the corresponding proportion.

FIFTEENTH CLAUSE AGREEMENT ACCEPTANCE

(Article 25 of the Insurance Contract Law).

If the content of the policy or its modifications do not agree with the offer, the contracting party may request the corresponding correction within thirty days following the day in which he/she receives the policy. Once this period has passed, it shall be considered as accepted the clauses of the policy or its modifications.

SIXTEENTH CLAUSE COBERTURA 100

a) The vehicles insured by the **COBERTURA 100** (COVERAGE 100), shall have contracted the deductible of 3% for material damages and 3% for total theft.

b) The contracting party shall not pay the deductible in his/her two first accidents of the policy (which may have five vehicles as maximum) for the coverages of Material Damages and Total Theft, provided he/she complies with the established in the appendix two of the General Conditions.

c) \$10,000.00 (ten thousand pesos 00/100 MXN) additional pesos shall be paid in the first accident of total loss of the policy for the coverages of Total Loss and Total Theft.

This coverage shall be conditioned in accordance with the certificate of the COBERTURA100 of the Conditions as appendix two.

APPENDIX ONE.

DOCUMENTATION FOR THE VEHICLE COMPENSATION PROCEDURE IN CASE OF TOTAL THEFT OR TOTAL LOSS.

In case of total theft, it shall be submitted the documentation in original and copy indicated in subsection A to K, and in case of total loss from subsection D to K, indicated in this appendix.

A) RECORD FILED IN THE AGENCY OF THE CERTIFIED PUBLIC PROSECUTOR'S OFFICE, which shall have all the information of the vehicle, such as: complete serial number, engine number, license plate number, brand, type and model.

B) CERTIFICATE OF CERTIFIED PROPERTY in the corresponding procedure department in the agency where the investigation was initiated.

C) IF YOUR VEHICLE HAS BEEN RECOVERED, PLEASE SUBMIT THE CORRESPONDING RELEASE OR RELEASES.

D) ORIGINAL INVOICE. In case you have purchased a pre-owned vehicle, submit the current invoice duly endorsed in favor of the previous owner, and in case of re-invoicing, you shall submit in original the current one duly endorsed and copy of the existent invoices from the original invoice to the current one.

If it is an Electronic Invoice (CFD or CFDI), before submitting the documentation, you shall send the XML and PDF files to the emails indicated below in this form, or you shall submit them in an USB drive when delivering your documents.

For imported vehicles, submit the Title Deed with the relevant endorsements and the Importation License.

For vehicles with foreign license plate, submit the Temporary Importation Permit valid at the moment of the accident.

NOTE: In accordance with the fiscal provision, when the vehicle is property of a Legal Entity, Individual with Business Activity, Nonprofit Organization or Civil Society, it shall issue the Electronic Invoice and send the **XML and PDF files to The Company.**

Invoicing Data: El Aguila Compañía de Seguros SA de CV
Av. Insurgentes Sur No. 1106 Piso 1
Col. Tlacoquemecatl CP 03200
Delegación. Benito Juárez

RFC: ASE-941124-NN4

Enter the amount of \$0.00 (zero pesos 00/100 MXN)

Please submit in original and copy the following documents.

(The original ones shall be returned in the same act)

- Articles of Incorporation.
- Power of Attorney, by which it is confirmed the legal capacity.
- Official ID of the Legal Representative.

E) CAR CARD OF THE FEDERAL VEHICLE'S REGISTRY: For 1990 models or earlier ones.

F) ROAD TAXES: Original receipts of the tax payments of the last 5 years, (including the one from the current year). In case of loss of any receipt, it shall be obtained the certificate issued by the relevant Treasury.

G) ORIGINAL RECEIPT OF THE LICENSE PLATE CANCELLATION: Perform the procedure in the General Directorate of Transportation Services.

H) RECEIPT OF THE CAR INSPECTION: In the absence of this one, request its replacement in the Car Inspection Center where it was performed the last inspection of the car.

I) KEYS: It may be requested the two sets of keys of the insured vehicle only if they exist or if they are in possession of the Policyholder.

J) COPY OF THE OFFICIAL ID (OF THE BENEFICIARY).

K) COPY OF THE INSURANCE POLICY.

Having collected all and each one of the requirements aforementioned, they shall be submitted to El AguilaCompañía de Seguros S.A. de C.V., located at Av. Insurgentes Sur 1106 Primer Piso, Colonia Tlacoquemecatl, Delegación Benito Juárez, C.P. 03200 in Mexico City.

IF YOUR VEHICLE IS FOUND: DO NOT attend only to recover it, we suggest you to immediately inform El AguilaCompañía de Seguros, at the telephone 5488-8800, our personnel will advise you on the procedures necessary before the authorities to obtain the release and/or recovery of the vehicle.

IF YOUR VEHICLE IS NOT FOUND: After passing 20 days from the date of the theft, it shall be necessary that you submit the documentation and electronic files aforementioned and in case you do not have one, it may be a reason to not initiate the compensation procedure.

**APPENDIX TWO
CAR POLICY**

POLICY: _____ ACCIDENT: _____
VALIDITY: _____ TO _____
POLICYHOLDER: _____ 12 (HRS.) 12 (HRS.)
COBERTURA 100

Dear Policyholder,

As of this date, El AguilaCompañía de Seguros, S.A. de C.V. will support its policyholders by paying your deductible in case of any accident affecting the risks of Material Damages or Total Theft, and it will also pay \$10,000.00 pesos as additional compensation for the total loss due to an accident affecting the risks of Material Damages or Total Loss for the vehicles indicated below and which comply with the Clauses mentioned for that purpose:

BRAND SPECIFIC TYPE YEAR SERIAL NO. OF THE VEHICLE

Clauses

- 1.-AguilaCompañía de Seguros offers its policyholders as support, the payment of the deductible and the payment of a compensation additional to the total loss in some insured vehicles of this policy, when they affect the risks of Material Damages and Total Theft and only for those vehicles which contracted the annual policy with full coverage.
- 2.- This support only applies for the policies in effect and whose vehicles have contracted the risks of Material Damages and Total Theft with a deductible of 3% for each risk.
- 3.- The support for the payment of the deductible shall apply even in the case the amount of the damage suffered due to any of the risks mentioned for this support does not exceed the amount of the deductible specified in the title page of the policy.
- 4.- The amount of the damages shall be determined in accordance with the valuation performed by El AguilaCompañía de Seguros, considering the price of spare parts or accessories on the date of the accident.
- 5.- In case of collision, the "Cobertura 100" shall apply only and exclusively if the policyholder immediately informs about the accident, also in case the policyholder makes any repair with a third party without the consent of the Company, this coverage shall no longer be effective.

6.- In case of total loss, this shall be determined in accordance with the General Conditions of the policy contracted by the policyholder.

7.- The benefit for the payment of the deductible applies for two events and the benefit of the compensation of \$10,000.00 pesos, it only applies for one event, both during the validity of the policy.

8.- The payment of the deductible and the one of the additional compensation for \$10,000.00 pesos shall apply only and exclusively for the affectation of one risk, having the policyholder to decide to which vehicle and for which risk and event shall be used this support, provided that he/she complies with the clauses 1 and 2 aforementioned.

9.- The support shall be conditioned to the complete payment of the policy.

10.- If the policy is canceled or if the vehicle is taken out of circulation before it finishes the validity contracted, the support shall be automatically canceled and any obligation of El AguilaCompañía de Seguros shall cease.

11.- This support shall not be transferable, negotiable or refundable, and it shall also not apply at any moment as a discount of any type for any coverage.

12.- After waiving the right to make this support effective for any accident, it shall not apply the request to make it retroactive to accidents that previously occurred or as a discount.

13.- To make this support effective, it shall be necessary to submit this document to the Accidents Department of El AguilaCompañía de Seguros.

14.- This benefit is subject to the General Conditions of the policy.

I make myself responsible for the misuse of the original documents

Name and Signature of the Policyholder Accidents

GLOSSARY.

Breach of Trust. The precept 227 of the Criminal Code for the Federal District establishes: "The person that to the detriment of someone disposes for him/herself or a third party of somebody else's personal property, of which it was transferred the possession, but not the control."

Risk Aggravation. It is the modification or alteration after the use different from the execution of the agreement that, increasing the possibility of occurrence or riskiness of an event, affects a particular risk.

The contracting party or the policyholder must, during the validity of the agreement, inform the Insurance Company all the circumstances that aggravate the risk.

Rockslide. Big mass of a material that slides through a slope, falling down.

Old and Classic. Vehicles of personal use of national or foreign manufacturing whose age is higher than 15 years and that over time they have maintained the originality of their parts and accessories, and that due to their good maintenance they are considered as collector's items.

Policyholder. It is the legal entity or individual who has the right to demand the services, payments or benefits specified in the coverages contracted. This person must be identified in the title page of this policy or be the driver or occupant of the vehicle at the moment of the accident.

Vehicle. Motorized vehicle of four wheels in two axles, of up to a maximum of 2.5 tons of weight, of a model of up to fifteen years of age, of personal use and service.

Authorities. Prestige and reputation recognized in a person or institution due to its legitimacy or capacity and competence in any subject.

Road Assistance. Assistance service aimed to provide support in emergency cases in road accidents.

Breakdown. It is understood by mechanical breakdown, the inability of a piece guaranteed by the insurance, to function in accordance with the specification of the manufacturer as a result of a mechanical, electric or electronic failure.

Beneficiary. Individual and/or legal entity designated in the policy by the Policyholder or the Contracting Party as the titleholder of the compensatory rights.

Cancellation. It is the termination of the effects of a policy provided in the insurance agreement, either by an unilateral decision or by mutual agreement.

Acts of God. It is an inevitable event, but predictable.

Collision. It is the impact, in just one event, of the Insured vehicle with one or more objects inclusive the vehicle itself and as a result causes material damages, injuries or death.

Cyclone. It is the disturbance characterized by strong winds.

Low Risk Driver. Driver older than 25 years who has a driver's license issued by the authority.

Confiscation. Penalty with deprivation of goods, which are assumed by the Treasury.

Gross Negligence. It is an extreme imprudence, a negligence beyond the normal behavior.

Material Damage. It is the loss or damage caused to a good, either of one's own or of a third party.

Deductible. It is the amount or percentage that in each accident has to be paid by the Policyholder.

Deliberate Crime. Also known as wilful crime. The person wilfully acting is the one who, by knowing the criminal elements, or anticipating as possible the typical result, wants or accepts the performance of the event described by the law.

Riots. Alteration, disturbance of the peace and harmony.

Malice. Set of conspiracies and artifices performed by one of the contracting parties or a third party to induce the other to make a mistake.

Chronic Disease. It is a long lasting disease that may be slowly developed and which end or healing cannot be foreseen.

Recurrent Disease. It is the one that experiences recurring relapses and also of the nerves and blood vessels that in their course return to their origin.

Baggage. Set of clothes and articles of personal use of a person that are carried while traveling.

Volcanic Eruption. Emission of solid, liquid or gaseous materials.

Pathological Condition. It refers to a "bad" or affected condition, either benign or malignant.

Explosion. Sudden and violent action of the pressure or depression of a gas or vapors, or as a result of the deflagration of combustible materials, producing a destructive shock wave.

Expropriation. Deprive a person of the ownership of a good or of a right, providing him/her in return a compensation. It is performed due to the public utility or social interest provided by the laws.

Surety. It is the document as such that the contracting party has as a guarantee of the good compliance of his/her obligation.

Force Majeure. It is an inevitable event, but also predictable.

Fraud. Article 386. It commits the fraud crime the person who by deceiving another or taking advantage of the mistake committed by this one, illegally acquires any object or obtains an illegal profit.

Hail. Frozen raindrops falling with violence from the clouds, in grains almost hard and thick, but not in flakes as the snow.

Civil War. The one between the inhabitants of the same town or nation.

Revolt. Uprising, revolt or rebellion of a town, nation, etc.

Hurricane. Uncontrollable and terrible wind that, as a whirlwind, rotates in big circles, whose diameter grows as it advances and moving away from the tropical calm areas where it was created.

Strikes. Voluntary and organized stop of the work activity, by the workers of a company or a factory, against the will of the employer, in demand of work improvements.

Seizure. Deprive someone of his/her goods as a result of the relation of these with an administrative crime, offense or infraction.

Fire. Combustion or burning with flames capable of extending, of an object or objects not destined to be burnt in the place and time it produces.

Compensation. It is the amount the insurance company is obliged to pay as a result of an accident, after subtracting the deductible and coinsurance, if they exist. The compensation may be paid in kind, cash, replacing the damaged good or repairing it.

Pre-existent Injury. It is any disease, injury or medical condition or chronic or recurrent disease, injury or medical condition, including any related complications or consequences existing before the accident.

Bad Faith. Passive attitude of the contracting party to refuse to make the other see his/her mistake in order to obtain an illegal profit.

Rallies. Meeting where the public listens the speeches of a person of politic and social relevance.

Mutinies. Disorganized movement of a crowd, commonly against the authority constituted.

Negligence. It is the fault with carelessness, omission and lack of application. Lack of implementation of the appropriate preventive measures, either in the extraordinary acts or in the ones of the daily life.

Occupants. Every individual who travels in the Vehicle described in the title page of the policy when the Car Accident occurs. The maximum number of occupants shall be stipulated in the registration car of the vehicle.

Premium. It is the amount determined by the insurance company, as consideration or payment, for the protection granted in accordance with the insurance or policy agreement.

Lightning. Violent discharge produced by a disturbance in the electrical field of the atmosphere.

Rebellion. Crime against the public order, punished by the ordinary or military law, consisting of the uprising of the public and with certain hostility against the powers of the State, in order to overthrow them.

Repatriation. Return something or somebody to his/her fatherland.

Requisition. In wartime, count and seizure of horses, baggage, food, etc., generally performed by the military service.

Accident. It is an event that causes specific damages, which are guaranteed by the policy to a certain quantity, being the Insurance Company obliged to return, totally or partially, to the Policyholder or his/her beneficiaries, the money guaranteed in the insurance agreement.

Subrogation. The rights the policyholder has against a third party, due to the accident, and they are transferred to the insurance company for up to the amount of the compensation to be paid. The policyholder is the responsible for every act detrimental to this right for the insurance company.

Earthquake. Shaking of the earth's surface, caused by forces acting inside the Earth.

The contractual documentation and the technical note constituting this product, are registered with the Insurance and Surety National Commission, in accordance with the provisions of Articles 200, 201, 202 and 203 of the Insurance and Surety Institutions Law, under the registration number **CNSF-S0081-0287-2015** dated on July 27, 2015.

I , Miguel Angel Cárdenas C., Expert Translator, duly authorized by the Honorable Superior Court of Justice for Mexico City, as published in the Judicial Gazette on July 13, 2011, DO HEREBY CERTI FY that the foregoing translation in 30 pages, to the best of my knowledge and belief, is true and correct.

Mexico City, 03rd, 2015.