



General Conditions



Inbursa Habitt Line Insurance

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Definitions

Phreatic Waters: Water coming from groundwaters.

Lease: To assign through a contract and amount to enjoy the temporary possession of real assets and personal property.

Lessor: Person who lease a house or an apartment through a contract.

Lessee: Person who takes in lease a house or an apartment through a contract.

Assured: A natural or juridical person that yields to the Company a risk and the economic consequences arising out from a loss that may occur and whose name is mentioned in the cover of the policy.

Beneficiary: A natural or juridical person assigned in the policy by the Assured or the Contracting Party, as the one who receives the Benefits of the insurance when a loss occurs. The Beneficiary can be formally assigned or not and may be the Assured or any other different person.

Assignee: A natural or juridical person that due to transfer or succession acquires another's rights.

Coinsurance: It is the participation of the Assured in all payable loss or damage, as specified in the Earthquake and Hydro-meteorological Risks endorsements respectively and shall be applied on the payable loss after having reduced the Deductible and before applying the proportional indemnity, if proceeds.

Company: Seguros Inbursa, S.A., Grupo Financiero Inbursa.

Contents: Real assets and personal property that are not forming part of the original design of the work.

Moral Damage: Negative effect or prejudice against a person without any physical evidences.

Deductible: It is the amount that on each loss is charged to the Assured.

Depreciation: Reduction on the value of the goods due to use, loss of use or obsolescence.

Economical Dependents: The following are considered as economical dependents of the main Assured:

1. Assured's spouse.
2. The natural and legally disabled persons subject to the Assured's guardianship and the persons subject to the patria potestas of the Assured, for whom has to legally respond in front of third parties according to what is established in the Civil Code in force in Mexico City and who completely depends economically from the Assured.
3. Assured's parents or the spouse parents, only if they were to permanently live with the Assured and under his(her) total economical dependency.
4. Daughters of the Assured provided always that they are single and are permanently living with the Assured and under his(her) total economic dependency.
5. Males children up to 23 years old, provided always they are single and are permanently living with the Assured and under his(her) total economic dependency.

Endorsement: A document that modifies some conditions of the policy.

Structure: A building or Real Assets and their installations for the use for which it was designed, which skeleton or sustentation or support skeleton constitute a single and indivisible element.

Indemnity: To compensate or replace the Assured for the damage or prejudice caused to the goods assured.

Proportional Indemnity: It is the result of dividing the Sum Assured specified in the cover of the policy between the Replacement Value of the good assured and the result is multiplied by the amount of the loss.

Real Asset: Set of material constructions with their fixed installations (water, gas, power, refrigeration and similar). False roofs, fixed carpets, tapestry and wood adhere to the soil, walls or roofs, as well as fences and walls independent from the building and additional constructions in the same premise are considered as part of the Real Asset.

Household: Set of furniture and fixtures of a dwelling, such as furniture for living rooms, dining room, bedrooms, clothing, objects of art and fantasy, mirrors, pictures, curtains, carpets, lamps, bookkeepers, and music instruments, electric apparatuses, chinaware, crystal items, dining room fixtures, set of sauce pans and kitchen utensils and in general.

Patria potestas: Set of legal faculties necessary for the service that have to carry out the parents on behalf of their children in order to comply with their obligation to raise and educate them while the child has to be protected and cannot be managed by him/herself. It is stated in the potestas that the parents or gran parents have on their non-emancipated children or gran children in order to their guardianship, custody, education, representation and administration of their patrimony. The patria potestas is regulated in Articles 411 and following of the Civil Code in force for Mexico City.

Loss: Damage or deterioration suffered by goods or persons.

First Loss: The Company shall totally pay the amount of the damages suffered, taking into account the Deductible established in the cover of the policy up to the amount of the Sum Assured.

Sum Assured: Amount fixed by the Assured constituting the maximum liability limit of the Company in the event of a loss.

UMAD: Unit of Measure and Daily Update, which value can be consulted in: www.inegi.org.mx

Actual Value: The necessary amount to be incurred to rebuild, repair or replace the good damaged or destroyed, deducting the depreciation.

Replacement Value: The necessary amount to be incurred to rebuild, repair or replace the good damaged, without taking into account any reduction for depreciation.

Coverages Specification.

Subject to the General and specific Conditions for each coverage, prevailing the latter over the former, the Company shall cover on behalf of the Assured, losses or damages to the goods or to persons mentioned under this policy, arising out from the occurrence of any of the risks herein covered.

Goods covered in this policy shall be covered provided always that the same are located within the location mentioned in the cover of the policy.

Section I. Property Damage – Real Asset.

Goods Assured for this Section.

The physical construction of the Real Asset and other fixed fixtures shall be covered with limit in the Sum Assured specified in the cover of the policy for this section, including the following:

- Installations for water (including cisterns), sewerage, air-conditioned, heating, intercommunication and power services.
- Retaining walls.
- Swimming pools and wells.
- Real Assets or constructions that due to their own nature do not require walls, doors and/or windows.
- Finished Real Assets and constructions attached.
- For the lessor: common areas and sidewalks.

Section II. Property Damage to Contents.

Goods covered for this Section.

The following goods are covered under the limit of the Sum Assured specified in the cover of the policy for this section:

1. Household and other Contents common to a dwelling, including the goods that have been designed and manufactured to be in the outdoor.
2. Cash up to a maximum equivalent to 100 UMDU.
3. Sporting articles, electronic and/or electro domestic equipment, cameras, lamps and rare or art objects, difficult or impossible to be replaced, which unit or set value is up to the equivalent of 500 UMDU.
4. Receiving antennas for radio or television
5. Plans, blue prints, drawings and patterns inherent to the construction described in the cover of the policy. For this item it is agreed with the Assured that in the event of a payable loss the cost for the elaboration of the same shall be paid.

Goods Excluded for section "Property Damage to the Real Asset".

The Company in any case will be liable for losses or damage to:

1. **Soils and lands (including surface, foundations and filling).**
2. **Real Assets in the construction process.**
3. **Decoration or ornamentation frescos or murals, painted or forming part of the goods assured.**
4. **Signs and other similar structures for which a profit is obtained.**

5. Glasses, stained-glass windows, domes, mirrors and plated glasses for accidental sudden and unforeseen breakage or due to vandalistic acts, as well as the installation thereof unless the loss is as a consequence of fire, lightning and/or explosion risks and other coverage contracted for this section.

6. Gardens, plants, trees, growing or sowing, flowerpots and animals in general, this exclusion is also applicable for section "Property Damage to Contents".

7. All kind of installations, structures and/or constructions located under the level of the ground, on or below the level of the water and/or underground, as well as any structure located under the level of the lowest floor of the Real Asset mentioned in the cover of the policy, except for cisterns and swimming pools that shall be covered.

Goodd excluded for this section.

The Company in no event will be liable for losses or damages to:

1. **Gold and silver ingots; precious stones, jewelry and watches, except that the same are covered under a specific agreement for the "Property Damage to Contents" section.**
2. **All kind of goods in transit.**

3. **Goods that are not inside the Real Asset described in the cover of the policy, except that the same had been designed and constructed to be in the outdoor.**
4. **Securities in general, obligations or documents of any kind, postal or fiscal stamps, currency and/or bank bills (which amount be in excess to the equivalent to 100 UMDU), checks, bills of exchange, promissory notes, accounting books or other commerce books or record books.**
5. **Damage caused to glasses, stained-glass windows, domes, mirrors and plated glasses for accidental sudden and unforeseen breakage or due to vandalism, as well as the installation thereof unless the loss is as a consequence of fire, lightning and/or explosion risks and other coverages contracted for this section.**
6. **Goods, materials or merchandise that are not connected with the normal activities of a family and/or for which the Assured obtains a benefit or profit.**
7. **Aircraft, watercraft and any type of motor land vehicles that requires plates to ride on public roads.**

Risks covered for sections "Property Damage to the Real Asset" and "Property Damage to Contents".

Limited on the Sum Assured specified in the cover of the policy for section **"Property Damage to the Real Asset"** and/or for section **"Property Damage to Contents"** as the case may be, damages or losses directly caused by any sudden, accidental, and unforeseen risk originated by external causes, except the ones that are specifically excluded or while the same are not covered through a specific agreement between the Assured and the Company.

Risks Excluded for Sections "Property Damage to the Real Asset" and "Property Damage to Contents".

The Company in no event will be liable for losses or damages caused by:

1. **Vibrations or natural movements of the soil, such as normal sinking, displacement and settling, unless the same are as a result of Earthquakes and/or Volcanic Eruption, provided always said optional coverage is contracted and under what is mentioned in the corresponding endorsement.**
2. **Wetting or water seepage unless as a consequence of accidental rupture of piping of the water or water steam located in the premise mentioned in the cover of the policy.**
3. **Wetting or underground or phreatic water seepage present thorough foundations, floors, walls or roofs.**
4. **By mildew or any humidity type.**
5. **Theft with violence, theft without violence, disappearance, thief, looting, loss or mislaid.**
6. **Unproper use of accessories forming part of the electric installation.**

- 7. Construction deficiencies, finish, design or functioning defects of the goods assured. Neither are covered hidden vices presented during the term of the policy.**
 - 8. As a direct consequence of the continue use, loss of use or gradual deterioration of the goods assured, as well as due to lack of maintenance thereof, damage caused due to corrosion, contamination and gradual sedimentation of impurities inside piping.**
 - 9. Talas, cutting or pruning of trees and/or branches effected by the Assured or who their interests is representing.**
 - 10. Expenses incurred for betterments, maintenance, adaptations and/ or extension of the capacity of the goods assured, as well as expenses incurred to correct deficiencies of operation.**
 - 11. Expenses incurred for mounting, installation, repair, construction or reconstruction of the goods assured, unless these expenses are as a consequence of any of the risks covered.**
 - 12. Collision of vehicles belonging to the Assured or at their service, or their own or at the service of tenants of the location mentioned in the cover of the policy.**
 - 13. Damage due to water to the electronic and/ or electro domestic equipment, when the water is coming from atmospheric conditions, unless as a consequence of a risk covered through a specific agreement and under what is mentioned thereof.**
 - 14. Informatic virus to electronic and/ or electro domestic equipment.**
 - 15. Plagues, termites, moths, rodents, depredators or any other animal.**
 - 16. Expenses incurred to extinguish plagues.**
 - 17. Explosion, breakage, deformation, cracking, or burn suffered by boilers, tanks, apparatuses or any other pressure vessel (higher than 1.05 kg/cm²).**
 - 18. Breakdown of machinery belonging to the Assured, or operated or controlled by him, installed in the premise(s) described in the policy.**
 - 19. Depreciation, delay or loss of market; lack, or reduction of energy, fuel or work of any kind or nature; changes in temperature or humidity due to strikes, riots, vandalism and/ or mischief acts.**
 - 20. Smoke or soot coming out from chimneys, industrial or domestic apparatuses located inside the premise assured, when said apparatuses are lacking smoke or chimney ducts.**
 - 21. Lightning impact to electric installations that are not forming part of the Real Asset or that are provisional.**
 - 22. Automatics sprinkler leakage.**
- Goods excluded for section "Property Damage to Contents", but that can be covered through a special agreement between the Assured and the Company.**

This policy does not cover the following goods, unless it is otherwise mentioned through a specific agreement between the Assured and the Company:

- (a) Sporting articles, electronic and/or electro domestic equipment, cameras, lamps and rare or art objects which unit value or by set is in excess to the equivalent to 500 UMDU at the time of contracting the policy.**
- (b) Jewelry, gold and silver pieces or articles, guns, any type of collections, watches, fine leather articles and precious stones, whichever the value may be.**
- (c) Goods inherent to a dwelling that do not belong to the Assured, which are temporary under their custody and legal liability.**

In order that the goods mentioned in items (a), (b) and (c) can be covered under specific agreement for section “Property Damage to Contents”, the Assured have to provide together with the insurance application, a detailed list of all the objects pretending to be assured, same that shall form part of the policy, mentioning for each one of them their characteristics and values, as well as invoices or recent appraisal.

Risks excluded for sections “Property Damage to Real Asset” and “Property Damage to Contents”. But that can be covered through a specific agreement between the Assured and the Company.

Through a specific agreement between the Assured and the Company, and the obligation to pay the corresponding additional premiums and under the conditions of the respective endorsements, this policy can be extended to cover:

- 1. Hydro-meteorological risks.**
- 2. Earthquake and/or Volcanic Eruption.**

These risks are covered according to the special specifications of each of them, same that shall be enclosed to the corresponding endorsement. In the event of exclusions, the specific for each endorsement as well as applicable exclusions to the Real Asset and/or Contents, as the case may be, shall be applied.

Deductible.

In any claim for sections “Property Damage to Real Asset” and “Property Damage to Contents”, a Deductible charged to the Assured, which is mentioned in the cover of the policy, shall be applied. If the insurance is made up of two or more locations, or covers under any locations two or more Real Asset or constructions, the Deductible shall be applied by separate regarding each location and if the case may be regarding each Real Asset or construction assured.

For the Property Damage to Real Asset and Property Damage to Contents coverage, the Company agrees to monthly increase automatically the Sum Assured during the term of the insurance, according the National Index of Prices to the Consumer, published by the Banco de Mexico, for policies issued in Mexican Currency.

Section III. Consequential Losses.

As a consequence of the occurrence of some of the risks covered for sections **“Property Damage to Real Asset”** and **Property Damage to Contents”** and with limit in the Sum Assured mentioned in the cover of the policy for each of the coverage for this section, the following eventualities are covered:

Debris Removal.

In case that the demolition and debris removal are necessary, the expenses that the Assured may incur for the following concepts are covered, in order that the goods covered remain in repair or reconstruction conditions:

- Dismantling.
- Demolition.
- Cleaning up.
- Haulage.
- Debris removal.

Up to the limit established in the cover of the policy.

This coverage starts once the loss for property damage to the goods assured has been determined as valid by the part of the Company and the removal works for its reconstruction can be started.

In the event of a loss, the Assured should inform the Company, abiding to what is mentioned for this purpose. The Company is obligated to indemnify the Assured up to the maximum limit contracted, provided that the expenses incurred by the Assured had been proven.

The Assured promise not to contract additional insurances on the same goods covered, unless on the same basis of these conditions.

Exclusions.

The Debris Removal coverage shall not be in effect:

a) As a consequence that the goods assured had been damaged by risks different from the ones contracted.

b) By authority order or decision of the Assured when the goods had not been affected by any of the risks covered under sections “Property Damage to Real Asset” and “Property Damage to Contents”.

c) When it is as a consequence of exclusions mentioned for sections “Property Damage to Real Asset” and “Property Damage to Contents”.

This coverage must be applied to each Structure or construction independently and/or their Contents.

Deductible.

Without any deductible unless otherwise contracted.

The inception date of this coverage will be as of the date mentioned in the cover of this policy and shall end when the term of the policy expires, therefore, other terms and General Conditions of the policy forming part of this coverage do not have any further modification.

Extra Expenses.

In the event that in common agreement between the Assured and the Company when the Real Asset described in the cover of the policy is inhabitable, the Assured can move to another dwelling in order to continue with a standard of living similar to the one at the time of the loss, if this is the case, the expenses that the same have to incur shall be covered, for the following concepts:

- Moving expenses.
- Rent of a dwelling, hotel, department or a guest house up to four months counted as of the date of the loss or before the end of this term, if the Assured is reinstated in the assured location or in another definitive one, provided always that said expenses are proven through a corresponding contract or invoice, as the case may be.
- Temporary expenses for the household storage, including the transit insurance.

Protection granted by this coverage shall cease when the Sum Assured mentioned in the cover of the policy is exhausted, or when the Assured is definitively installed in the location mentioned in the cover of the policy or in another different one, otherwise, up to a 4-month maximum indemnity term, without being limited by the expiry date of the policy mentioned in the cover of the policy.

If the Assured is a tenant of the Real Asset, the indemnity to pay the rent of the dwelling, department, hotel or guest house shall correspond to the difference between the new rent and the one that was paying, up to the date of the loss, limited to the Sum Assured mentioned in the cover of the policy and up to four months.

The Assured shall be obligated to carry out repairs on the Real Asset as soon as possible, as well as to prove the expenses through the corresponding notes or receipts.

This coverage applies to the proprietary as well as for the tenant.

Exclusion for Extra Expenses.

The Company will not be liable under this coverage, for:

- (a) Expenses that are not proven through their corresponding notes or receipts, according to what is mentioned in Clause "Procedure in the event of a loss", in point 4, subsection B of Clauses applicable to all coverage of this policy.**
- (b) Expenses corresponding to new acquisitions, food, laundry, rent of electric, electronic and/or electro domestic apparatuses, payment of services such as power, telephone, gas and similar not corresponding to the ones assured under this coverage.**

Loss of rent for the lessor.

This coverage insures actual economic loss suffered resulting from rents that the Assured had not receive regarding the Real Asset covered as a consequence of any risk covered in section **"Property Damage to Real Asset"** limited by the Sum Assured specified in the cover of the policy for this coverage, without exceeding a twelfth part of said sum each month.

The protection granted by this coverage shall cease when the Sum Assured mentioned in the cover of the policy is exhausted, or when the Real Asset assured may be habitable again, or otherwise, up to a maximum indemnity period of 4 months, without being limited by the expiry date of the policy mentioned in the cover of the same.

The Assured shall be obligated to carry out repairs of the Real Asset as soon as possible.

The Sum Assured contracted for this coverage should represent the annual amount of the rents that the lessor receives for the Real Asset assured; otherwise, the **"Indemnity in the event of a loss"** clause shall be applied to all coverages of this policy.

It is agreed that the Assured shall have be obligated to possess and present to the Company, if it is so required, the leasing contract or contracts of the Real Asset covered, same that have to be duly declared to the corresponding authority.

Exclusion for loss of rents for the leaser:

- (a) Any expense incurred by the Assured for services.**
- (b) Suspension, expiry or cancellation of any permit, license, construction contract or Real Assets repair.**
- (c) Interference of strikers or other persons that interrupt or delayed the construction, reconstruction or repair of the goods assured.**

Exclusions applicable to all coverages for this section:

- 1. Any damage or consequential loss different to the ones mentioned in coverages that are assured in this section.**
- 2. Expenses incurred by the Assured due to bones and/or extra benefits to their employees or workers or technicians whether authorized by the Company or not.**

- 3. Expenses and/or damages caused by loading and unloading operations and transfer of the goods assured, except what is mentioned by the coverages of this section.**

Section IV. Plate Glasses and Special Glasses.

Goods assured for the Plate Glasses coverage.

Limited with the Sum Assured specified in the cover of the policy for this coverage, exterior and interior plain glasses; as well as moons and mirrors, which thickness is equal or greater than 4 millimeters; including silvered, golden, stained, painted, graved, cut, signs, embossing, protective film and similar are covered, provided always that said glasses are installed whether in the location mentioned in the cover of the policy or inside the same.

Goods excluded for the Plate Glasses coverage, but that can be covered through a specific agreement between the Assured and the Company in the Special Glasses coverage.

Prior a list of the characteristics and individual values of the goods assured, curved, armored, old glasses can be covered, as well as covers, domes, stained glass windows, acrylic, glass fiber, or polycarbonate are covered up to the Sum Assured mentioned in the cover of the policy for this coverage.

Goods excluded for the Plate Glasses and Special Glasses.

- 1. Any glass less than 4-millimeters thickness, except covers or tables which minimum thickness has to be 1 centimeter.**
- 2. Any ornamental or sculptural glass object.**

- 3. Any supporting Structure such as partitions, smithy, frames and similar.**
- 4. Glasses directly supported on any surface that has no partitions, smithy, frames or similar.**
- 5. Glasses forming part of lamps, chinaware.**

Risks covered for the Plate Glass and Special Glasses coverage.

Accidental, sudden and unforeseen breakage of the glasses assured, as well as the installation and freights, including disassembly of the broken glass(es).

Risks excluded for the Plate Glasses and Special Glasses.

The Company in any case will be liable for:

- 1. Scraping, grated or other superficial defects in glasses of any thickness.**
- 2. Damage to glasses as a consequence of fire, lightning and/or explosion perils or other coverage assured for sections "Property Damage to the Real Asset" and/or "Property Damage to Contents", as the case may be.**
- 3. Removal of the glass and the glass itself while it is not duly installed.**
- 4. Damages or material losses caused by the removal, relocation and/or disassembly of the glasses due to remodeling, extending, repair, alteration, betterments and/or painting works of the Real Asset where said glasses are installed and/or of the glass(es) assured.**

Deductible.

In any claim, for the Glasses coverage as well as for the Special Glasses coverage, a Deductible charged to the Assured shall be applied; same that is mentioned in the cover of the policy. If the insurance is made up of two or more locations, the Deductible shall be separately applied, regarding each location assured.

Section V. Theft of Household and Valuable Objects.

Goods assured by the Theft of Household coverage.

Limited on the Sum Assured mentioned in the cover of the policy for this coverage, the following goods shall be covered:

- Household of the dwelling (as mentioned in the "Definitions" of these General Conditions), such as furniture, fixtures, articles for domestic use, clothing, personal effects, including cash up to the equivalent of 100 UMDU as maximum, at the time of contracting the policy.
- Sporting articles, electronic and/or electro domestic equipment, cameras, rare or art objects, difficult or impossible to be replaced, as well as artistic articles which unit value or per set is up to the equivalent to 500 UMDU.

Goods excluded for the Household Theft coverage, but that can be covered through a specific agreement between the Assured and the Company in the Valuable Objects coverage.

Goods covered by the Valuable Objects coverage.

- (a) **Sporting articles, electronic and/or electro domestic equipment, cameras, rare or art objects, difficult or impossible to be replaced which unit value or per set is up to the equivalent to 500 UMDU at the time of contracting the policy.**
- (b) **Jewelry, gold and silver pieces or articles, arms, any type of collections, watches, fine leather articles and precious stones, whichever the value may be.**

- (c) **Goods inherent to a dwelling for which the Assured is legally liable.**

In order that the goods mentioned in subsections (a), (b) and (c) can be covered with the Valuable Objects coverage, the Assured have to provide together with the insurance application, a detailed list of all the objects pretending to be assured, same that shall be part of the policy, specifying for each of them their characteristics and values, as well as invoices or a recent appraisal.

Goods excluded under the Theft of Household and Valuable Objects coverage.

The Company in no event will be liable for loss or damage to:

- 1. Securities in general, obligations or documents of any kind, postal or fiscal stamps and currency or bank bills forming part of a collection, checks, bill of exchange, promissory notes, accounting books or other commerce books.**
- 2. Gold and silver ingots; precious stones, jewelry and watches except the ones covered through a specific agreement under the Valuable Objects coverage.**
- 3. Goods that had not been designed to be at the outdoor.**
- 4. Goods, materials or merchandise that are not connected with the normal activities of a family and/or for which the Assured have a benefit or profit.**
- 5. Aircraft, watercraft and any kind of motor land vehicles requiring plates to drive on public roads.**

Risks assured by the Theft of Household and Valuable Objects coverage.

This coverage exclusively insures loss or damage as a consequence of:

- (a) Theft perpetrated by persons making use of violence from the exterior to the interior of the dwelling in which the goods are located, leaving visible signs of violence at the spot where entered to the interior of the Real Asset mentioned in the cover of the policy.**
- (b) Theft by assault or assault attempt, being understood by this, the one perpetrated inside the Real Asset, through the use of force or violence, whether moral or physical, on the persons.**
- (c) Property damage suffered by the goods, contents and Real Assets, as a consequence of theft, assault or assault attempt mentioned in the above subsections.**

Risks excluded by Theft of Household and Valuable Objects coverage.

- 1. Theft or breach of trust intervening the Beneficiaries, assignees, domestic employees of the Assured, persons for which the Assured is civilly liable, as well for persons occupying the dwelling.**
- 2. Theft without violence, disappearance, loss and/or mislaid.**

Deductible.

On any claim for this coverage, a Deductible shall be charged to the Assured, same that is specified in the policy. If the insurance is made up of two or more locations, the Deductible shall be applied separately regarding each location assured.

Section VI. Home Assistance.

A) Ambulance (Medical Emergency).

For the purpose of this coverage, shall be considered as Assureds: the Assured, the spouse or concubine, children and other economic dependents, only if they are permanently living with him/her.

It shall be understood as Assured, the one who appears in the cover of the policy.

1.1 Characteristics.

This coverage grants the affected Assured(s) to be transferred by land (on all the Metropolitan Areas of the United States of Mexico) due to an accident and/or illness at home, in the event that the same is required, from his/her address to the nearest hospital.

1.2 Limits.

This coverage is limited to two (2) occurrences per year.

1.3 Exclusions.

This coverage does not include:

- a) Hospitalization medical expenses.**
- b) Injuries intentionally provoked by the affected Assured.**
- c) Direct participation of the affected Assured in criminal acts.**
- d) The affected Assured participation in quarrels, except in self-defense.**

- e) **Practicing in sports as professional, it being understood as professional the person who receives any amount for practicing any sport.**
- f) **Direct participation of the affected Assured in any kind of races, official competencies and exhibitions.**
- g) **Mental illness, or alienation.**
- h) **Illness and injuries as a result of a suicide attempt.**
- i) **Injuries resulting from carrying out a trade or eminently manual profession.**

B) Emergency Aid at Home.

2.1 Territory.

Emergency assistance at home service is only provided in the United States of Mexico.

2.2 Characteristics.

It can be requested by phone to the Call Center of the Company, 24 (twenty-four) hours 365 (three hundred sixty five) days a year. This service is for emergency repairs at the installations in the address mentioned in the cover of the policy, for damages not caused with deceit or incorrect use of said facilities and provided always that the same are not as a consequence of catastrophic facts, meteorological phenomena, manifestations or quarrels or overcharge of the electric feeding, with the following concepts:

- **Hydraulic Installation (Feedings):**
- In the event of a visible leakage in the feeding piping or sanitary furniture, leakage in bathroom furniture or accessories, part of the damaged piping shall be changed or repaired up to a lineal meter, in case the leakage is hidden, the rupture expense should be covered by the Assured and/or relatives. The above is considered in the installations from the gage to the Real Asset, if this occurs before the gage, the problem shall be by the part of the municipal intake.

- Placement of up two (2) faucets or control valves per furniture, functional and not necessarily similar to the ones existing on the address.
- Replacement, cleaning up and ignition of a boiler with similar characteristics, withdrawal and placement of up to a motor pump similar to the existing one.
- Accessories adjustment and repacking of valves.
- Sanitary installation (discharge to sewerage):
- Desilting of internal pipes up to 3 (three) meters or up to the handhole, desilting of sanitary furniture, cesspool, boilers and crushers.
- Leakage in drainage pipes with repair up to one lineal meter, replace or placement up to 2 (two) sanitary furniture, it being understood that each of them are considered as an occurrence.

- **Electric installation:**

- Reinstatement of electric current and repair of short circuit, the expense for detecting the short circuit shall be paid by the Assured and/or relative(s). When the electric installation is not in proper conditions, the service lender shall reinstate the electric energy and shall not offer any guarantee to the service, informing the Assured and/or relatives the modification of the installation but only as connection service.
- Placement of up to 2 (two) single accessories (simple lamps. contacts, switches).
- Specialized Aid:

Replacement of up to one call button, repair of false contacts, replacement of a power source and replacement of up to an electric plywood. This service shall be offered previous appointment made through the Call Center during 24 (twenty-four) hours 365 (three hundred sixty-five) days a year.

- **Locksmith:**

Repair and opening of the locks of doors that face the street and/or that endanger the physical integrity of the address.

- **Glass Plates:**

Replacement of broken plain plate glasses that face the exterior of the Real Asset and which breakage had been caused by an accident or theft.

Partitions and windows with thermo acoustic treatment, amour and stained-glass windows are excluded. This service does not apply in case of common areas.

By virtue of these services, the Company is in charge of the following:

- a) Provide human resource for the labor, duly identified and with uniform.
- b) Transportation of the same.
- c) Equipment, tools and consumables inherent to repairs such as: gas, welding, isolating tape, teflon tape, paste, plumber, oils or greases and adhesives.

Replacement or placement does not imply the supply of spare parts or of the sanitary furniture by the service lender. Mending works resulting as a consequence of the above mentioned repairs, are not covered.

Services shall be provided under the following terms and conditions:

- a) In normal conditions, the specialist shall reach to the address mentioned in the cover of the policy, in 90 (ninety) minutes as maximum, if the above is not possible, the Company shall inform the Assured and/or relatives the hour in which the service lender shall be present to assist them.
- b) All works are guaranteed* for 90 (ninety) natural days, which shall be counted as of the date the works were finished.

*Packages and glasses are not guaranteed.

- c) On all services, expenses for workmanship are included without any charge for the policy Assured and/or relative(s), taking into account that every repair is considered as one occurrence.

- d) If the cost of the service were to exceed the maximum limit established in item 2.4 of this clause, previous budget or quotation of the service provider signed by him and the Assured and/or relative(s), the exceeding part should be covered by the Assured and/or relatives the same day the work is finished.
- e) If the quotation or budget is not accepted by the Assured and/or relative(s), the repair shall be made up to the amount established in item 2.4 of this clause, when possible and no greater damages are caused as a consequence of the repair, therefore, if the case may be, the Company shall not be obligated to provide the service. In the event that the Assured and/or relative(s) do not agree in paying the part in excess or services after having received the budget provided by the service lender but accept to receive the service up to the limit established, it shall be considered as one occurrence and the Deductible established in subsection 2.3 of this clause shall be applied.
- f) The Assured and/or relatives should sign their agreement when the service is finished.

2.3 Deductible.

\$ 100.00 (one hundred pesos 00/100 Mex.Cy.) per occurrence.

2.4 Limits.

Up to \$500.00 (five hundred pesos 00/100 Mex. Cy.) as maximum, per service and 2 (two) occurrences per year.

2.5 Exclusions.

- a) Works for locating final recoveries in floors, walls or roofs, such as: tiles, tiled floor, marble, tapestry, painting, clay materials or wooden finishes, as a consequence of the services above mentioned, are not covered.**

- b) When the damage for which the assistance services requested had been caused intentionally by the Assured and/or their relative(s).**
- c) Any preexisting service covered by this policy at the inception date thereof.**
- d) When the service requested is for rooms pertaining to common areas of the dwelling group where the address mentioned in the receipt as well as in the cover of the policy is located.**
- e) The repair of any electronic, electro domestic or white line apparatuses or equipment, such as TV sets, stereos, computers, refrigerators or electric motors damaged as a consequence of an electric failure at the home installations, nor accessories like lamps, lightings or blaster shall be covered.**
- f) Repairs of damages due to seepage or humidity as a consequence of pipes and stopcock leakage.**
- g) Repairs of equipment connected to water pipes such as vessels, boilers, (air conditions, washing machines or drying machines).**
- h) Locksmith services for opening automobiles, or manufacture of duplicates of keys of any kind are not covered.**
- i) Services requested to unblock kitchen furniture.**
- j) Any service to correct repairs that the Assured and/or relative(s) had directly contracted with third parties.**
- k) Repairs for damages resulting to the goods of the Assured as a consequence of an electric power, hydraulic and sanitary services are excluded.**

Section VII. Civil Liability.

A) Family Civil Liability coverage.

Scope of coverage.

The Company is obligated to pay up to the Maximum Liability Limit mentioned in the cover of the policy the Legal Civil Liability in which the Assured were to incur for damage, losses and moral damage caused to third parties and for which he is liable, in accordance with the applicable Law in Civil Liability matter in force for the United States of Mexico, due to facts or omissions not intentional occurred during the term of the policy, and causing death or impairment in health and/or deterioration or destruction of their properties to the above mentioned third parties.

Persons assured under the Family Civil Liability coverage.

It is agreed that shall be considered as Assured the person whose name and address are mentioned in the cover of the policy, regarding his Civil Liability for:

- Own or of the Assured's spouse acts.
- From disabled persons, natural and legally subject to the Assured's guardianship, acts of persons subject to the patria potestas of the Assured, for which he has to be legally liable in front of third parties in accordance with what is established in the Civil Code in force for Mexico City.
- From the Assured's parents or the spouse's parents, only if the same are living permanently with the Assured and totally depends economically from the same.

- From daughters of the Assured, provided always that they are single, living permanently with the Assured and totally depends economically from the same.
- From sons of the Assured, up to 23 years old, provided always that they are single, living permanently with the Assured and totally depend economically from the same.
- From domestic workers of the Assured, while they are carrying out their functions, as well as those persons that are carrying out maintenance, repair or hauling works in the house of the Assured.

Persons above mentioned (with the exception of domestic workers and persons carrying out some maintenance, repair or hauling works), in no event shall be considered as third parties for the purposes of this coverage.

Scope of the Insurance.

The Family Civil Liability coverage insures:

1. Payment of damage, losses and direct moral damage for which the Assured is liable, as provided in this coverage and in accordance with the applicable law, with maximum limit in the Sum Assured established in the cover of the policy.
2. Payment for defense expenses of the Assured, up to 50% as sublimit of the amount of the Sum Assured established under this policy, including, amongst others:
 - (a) Payment of premiums for judicial bonds that the Assured has to pay to guarantee the payment of the amounts legally claimed as Civil Liability, in accordance with the risks assured under this coverage, but without taking into account the premiums for bonds that have to be granted as bails so that the Assured may be released on bail, probation or parole during a criminal action.
 - (b) Payment of legal expenses, costs and interests that have to be paid by the Assured for a judicial decision or arbitration judgment.

This sublimit can never be understood as an addition to the amount mentioned in the cover of the policy.

The Maximum Liability Limit for the Company for bodily injuries or property damages for one or all losses that may occur during the term of the insurance shall be the amount of the Sum Assured mentioned in the cover of the policy.

The occurrence of several damages, prejudices and moral damage arising out from the same cause and event, shall be considered as a single loss, which shall be considered that occurred at the time in which the first damage, prejudice and/or moral damage of the series is produced.

Liabilities assured.

The Civil Liability for damages to third parties arising out from the family private activities as owner and/or condominium owner of an apartment or dwelling is assured in any of the following suppositions:

- As head of family.
- Damages to third parties as a consequence of accidental and unforeseen water spillage.
- Sporting practice, as amateur.
- Use of bicycles, skates, pedal transports, or padding watercraft and non-motorized vehicles, provided always the last ones are destined to be used only inside the Real Assets of the Assured and does not require license plates to be used on public roads.
- Possession or use of air or fire arms with hunting purposes or target shooting, when the Assured is legally authorized therefor.
- As owner of domestic, hunting and guardian animals.
- During study or vacations trips, inside and outside the Republic of Mexico.
- As owner and/or condominium owner of one or several apartments or dwellings including the ones used in weekends or vacations, as well as garages, gardens, swimming pools, antennas, safety installations and other belongings or accessories.

- In case the Assured is a condominium owner, damages caused to the common areas of the condominium specified in the cover of the policy and discounting the percentage of undivided corresponding as co-owner of said common areas.
- Damages to third parties incurred by the domestic workers of the Assured, as long as they are carrying out their functions, as well as those persons carrying out maintenance repair or hauling works in the dwelling of the Assured.

Liabilities excluded from the Family Civil Liability coverage, but that can be covered through a specific agreement and the payment of the corresponding premium:

- a) **Liabilities for damages caused to goods belonging to third parties in the Assured's possession for lease, loan, deposit or for disposition of the authority.**
- b) **General Civil Liability as Tenant.**

Scope of the coverage.

Limited on the amount of the Sum Assured mentioned in the cover of the policy, the Legal Civil Liability in which the Assured may incur for property damages caused to the Real Asset mentioned in the cover of the policy due to fire and/or explosion risks, as well as glass breakage as a consequence of said risks are covered, provided always the Real Asset assured had been taken total or partially by the Assured under a leasing contract, and said damages are legally imputed to the same.

B) General Civil Liability coverage as Lessor.

Scope of the coverage.

The Company is obligated to pay up to the Maximum Liability Limit mentioned in the cover of the policy, the Legal Civil Liability in which the Assured were to incur for damages, prejudices and moral damages caused to third parties, as owner of the Real Asset mentioned in the cover of the policy, and for which he may be

liable, according the applicable Law in Civil Liability Matter in Force for the United States of Mexico, due to non-intentional acts or omissions occurred during the term of the policy and causing death or impairment in health of said third parties, or due to deterioration or destruction of their goods.

Likewise, damages, prejudices and moral damage caused to the tenant (established under contract) and their economical dependents shall be covered only and exclusively for fire and/or explosion risks, provided always that the same are imputed to the Assured, any other cause is excluded.

Liabilities for damages caused to third parties property in the Assured's possession for lease, loan, deposit or for the disposition of the authority are excluded from this item.

Exclusions applicable to all coverage of the Civil Liability Section:

It is understood that this insurance in no event shall cover or refer to:

1. **Liability arising out from the non-compliance with contracts or agreements and their corresponding substitute benefits.**
2. **Liabilities arising out from the use, ownership or possession of watercraft other than rowing, aircraft and motor vehicles, unless the latter are used exclusively inside the Real Assets of the Assured and that do not require a license plate to be used on public roads.**
3. **Damages or liabilities when participating in quarrels if the Assured is the agitator, fights, bets, professional sporting races, contests or competitions of any kind, or their training tests.**

4. **Damage to goods belonging to third parties caused by the normal activities of the Assured on these goods (preparation, handling, transformation, repair, examination and other similar).**
5. **Liability arising out from damage fraudulently caused by the Assured and/or persons assured or with their complicity.**
6. **Liability for damages, losses or injuries suffered by the spouse, parents, children, sisters and brothers, next of kin up to the third degree, or other relatives of the Assured while permanently living with him, as well as damage suffered by the Assured's employees or persons in charge while carrying out their works.**
7. **Damage arising out from the exploitation of an industry or business, from the carrying out a trade, profession or service paid or responsibility or activity of any kind.**
8. **Liabilities coming from restoration or remodeling works.**
9. **Liabilities imputed to the Assured in accordance with the Federal Labor Law, the Social Security Law or other complementary disposition to said laws.**
10. **Liabilities for damages caused by the inconsistency, sinking or settlement of the soil or subsoil.**
11. **Third party's liabilities, in which the Assured, under an agreement or contract, has to substitute the original obligor to repair or indemnify eventual or future for bodily injuries or property damages.**
12. **Liabilities for damages caused to third parties for products manufactured, delivered or supplied by the Assured, or for the works performed.**
13. **Liabilities for damages to the environment arising out from contamination or other detrimental cause to water, atmosphere, soils, subsoil or noises.**
14. **Liabilities for claims presented between each other by persons or companies mentioned as assured in this section.**
15. **Liabilities for damages caused by works, constructions, extensions or demolitions.**
16. **Liabilities as a consequence of mislaid goods.**
17. **Professional Liabilities.**
18. **If the Assured is a juridical person, liabilities arising out from damages suffered by members of the board, directors, partners, managers or other persons with managerial responsibilities, as well as the spouse or relatives living permanently with them.**

19. Liabilities for damages caused for lack or insufficiency of consolidation works to prevent loss of the necessary support to the soil or subsoil of the neighbor properties.

20. Liabilities due to damages caused to third parties properties under consignment and/or for sale.

21. Liabilities resulting from damages caused by the use, consume and/or exposure to:

a) Tobacco, asbestos, amiante fibers, dimethyl isocyanates, oxyquinolina, bifeniles chlorate, such are dioxines, furanes, chlorofluorocarbones, askareles, chlorofenoles, chlorinated hydrocarbons; pesticides such as aldrin, chlordan dieldrin, endrin, mirex, toxaphene, ddt, heptachloro, and hexachlorobenzene; toxic mold, aflotoxins and mycotixins; formaldehyde urea foam, dietyl (des), mercury and their components, lead, heavy metals and their components.

b) Products and organism genetically modified, transgenic products.

c) Contraceptive and human fertility treatments, latex or products coming from latex, electromagnetic fields.

22. Genetic damage to persons, animals or plants.

23. Infectious illness.

24. Liabilities for losses and/or damages to goods or persons who directly or indirectly derived or have any relation with the "Internet Operations".

It is understood by "Internet Operations" to:

1. Use of electronic mail used by the Assured.

2. Access to the World Wide Web or to a public site of Internet, by the Assured.

3. Access to the "Intranet" of the Assured available through the World Wide Web. It is understood as "Intranet" the data and informatic internal resources of the Assured.

4. Functioning and maintenance of the Web Site of the Assured.

5. Recommendations or information found in the Web Site of the Assured.

Deductible:

In any claim for this section, a Deductible mentioned in the policy, shall be charged to the Assured.

Section VIII. Personal Accidents

Accident definition.

It shall be understood as accident, all occurrence causing any sudden and violent bodily injury suffered by the Assured, arising out from a cause that has nothing to do with the will or intentional act of any human being; intentional occurrences caused by the Assured are not considered as accidents.

Assured persons.

Through the obligation of paying the corresponding premium, the Assured is covered and it can be extended to their relatives who are economically

depending from him/her and that are mentioned in the corresponding clause (who hereinafter shall be considered in the term "Assured"), according to the conditions hereinafter detailed and up to the maximum Sum Assured mentioned in the cover of the policy, which shall be effective for one or the group of claims presented by the Assured or Assureds provided always the occurrence happens during the term thereof and that it is not specifically excluded.

Age: 12 years old as minimum and 65 years old as maximum, this last age can be extended up to 69 years old in case of a renewal, are considered under this coverage as the admission limit fixed by the Company to originally contract for each Assured, but:

- If as a consequence of an inexact declaration of the actual age of the Assured at the time of entering into the contract, or, if the case may be, the renewal of the insurance contract, regarding personal accidents, were to be out of the limits fixed, this coverage shall be cancelled and the Company shall reimburse the Contracting Party 70% of that part of the premium paid corresponding to this coverage, only regarding the Assured, which age were to be inexactly reported.
- If the age of the Assured were to be included within the admission limits fixed by the Company, but the indication was not the exact one, the procedure established in Article 161 of the Law on the Insurance Contract shall be followed.
- The Company reserves its right to demand at any time the prove of the birthday date of the Assureds, in which case, the corresponding note shall be made and cannot demand any new proof when the loss has to be paid.

Beneficiary.

Person designed as such, with the right to claim, if the case may be, accidental death coverage (basic coverage as of 12 (twelve) years old) and funeral expenses (additional coverage as of 3 (three) years old and less than 12 (twelve) years old).

It is designed as Beneficiary for the purpose of accidental death, the spouse or concubine of the Assured, in absence thereof, shall be their children with equal parts and in absence thereof, their parents in equal parts.

For the additional coverage for funeral expenses, it is designed as Beneficiary in first place, the person who demonstrate having paid the expenses corresponding to the funeral services resulting from the death of the affected Assured, and as second Beneficiary, for the remaining part that may exist after paying to the first Beneficiary, to the parents of the affected Assured in equal parts, in absence of them shall be paid to their brothers/sisters in equal part.

When no Beneficiary is designed, the amount of the basic coverage for accidental death and the additional coverage for funeral expenses, shall be paid to the legal successors of the Assured. At any time, the Assured can make a new designation of its Beneficiaries, **provided always this policy and the corresponding individual certificate are in force and there is no any legal restriction against.** To carry out said change, the Assured has to inform in writing the Company, the name(s) of the new Beneficiary(ies), the corresponding percentage (for each one) and if the designation is revocable or irrevocable, enclosing copy of Assured's identifications and of the Beneficiary(ies). If said designation were to be irrevocable, in the same writing the signature of the Beneficiary(ies) should be shown. In the event that such note is not opportunely received, it is agreed that the Company shall pay the amount of the accidental death coverage to the last Beneficiary(ies) known, without any liability for the same. When several Beneficiaries exist and any of them were to die before the Assured, the corresponding part to said Beneficiary shall be handed out in equal parts to the survivors, except otherwise stipulated by the part of the affected Assured or that there exists a right relinquish to revoke the appointment of some of the Beneficiary(ies).

"Warning:

In the event that an underage Beneficiary is designed, a person who is legally of age should not be appointed as representative of the underage with the intention that, in their name, may collect the indemnity.

The above is due that the civil Law foreseen the way in which the tutors, executors, heritage representatives or similar have to be designed, and the insurance contract is not considered as a suitable instrument for said designations.

The designation that were to be made of an age as representative of the underage Beneficiaries, while they are underage, may legally imply that the Beneficiary of older age is appointed, who should only have a moral obligation, as the Beneficiaries designation in an insurance contract provides him the unconditional right to dispose of the Sum Assured”.

List of coverages.

Accidental Death.

If as a consequence of an accident suffered by the Assured and within 90 days after the date thereof were to strike down, the Company shall pay the Beneficiaries the amount of the maximum Sum Assured established per person in the cover of the policy.

Loss of Limbs.

If as a consequence of the accident suffered by the Assured and within the 90 days after the date thereof, the injury were to produce any of the losses mentioned in the indemnity scale, the Company shall pay the percentages mentioned thereof, applied on the maximum Sum Assured established per person in the cover of this policy, for the loss of limbs coverage:

INDEMNITY SCALE:	
	Percentage of the Sum Assured
Both hands, both feet or the sight of both eyes	100%
One hand or one foot	100%
One hand and the sight of one eye or one foot and the sight of one eye	100%
One hand or one foot	50%
The sight of one eye	30%
The thumb of any hand	15%
The forefinger of any hand	10%

It is understood by loss of the hand, their complete separation from the articulation of the fist or up thereof; by loss of one foot, the complete separation from the articulation of the ankle or upper thereof; by loss of sight of one eye, the total and irreparable disappearance of the function in that eye; loss of the thumb or forefinger, separation of two complete phalanges of each finger.

Funeral Expenses.

This insurance is extended to additionally cover expenses for funeral services due to the death of the Assured, due to accidental death, when said death was not originated by any of the risks excluded in this coverage.

Exclusions applicable to accidental death, loss of limbs y funeral expenses.

The following losses are not covered as a consequence of:

- 1. Accidents that the Assured suffer in military service of any kind, quarrels, when the Assured is the provocateur and intentional crime acts thereof.**
- 2. Suicide or any attempt thereof, or voluntary mutilation, whether committed in mental illness or free from the same.**
- 3. Accidents suffered while the Assured is carrying out functions as a pilot, mechanical in flight or member of the crew of any aircraft.**
- 4. Death by poisoning or intoxication of any origin or nature, except that they result from an accident.**
- 5. Accidents in aero taxis or aircraft not belonging to a commercial line legally established and concessioned for the regular passenger transport service.**

6. Accidents suffered as occupants in any car or any other vehicle in races, testing or safety, resistance or speed contests.
7. Accidents suffered in motorcycles, scooters and other similar motor vehicles.
8. Intentional homicide.

General Clauses applicable to all coverage of this policy.

Clause 1a. Risks and goods excluded.

In no event the Company will be liable for losses or damages to:

a) Goods excluded.

1. All kind of installation or construction located outside the location mentioned in the cover of the policy.

b) Risks Excluded.

1. Destruction of the goods by authority acts legally recognized due to their functions, except in the event that are tending to prevent a conflagration or complying with a human duty.
2. Hostilities, activities or war operations, whether declared or not, foreign enemy invasion, internal strife, revolution rebellion, insurrection, suspension of guaranties originating such situations de jure or de facto, including sabotage.

3. Expropriation, requisition, confiscation, seizure or detention of the goods by the judicial or administrative authorities due to their functions.
4. Nuclear reaction or radiation, as well as radioactive or ionization contamination, whichever the cause may be.
5. Mislaid, robbery or disappearance of the goods covered, whichever the cause may be.
6. Terrorism. It shall be understood by terrorism for the purpose of this policy:

Acts of a person or persons that by themselves, or representing someone or in connection with any organization or government, carry out activities by force, violence or by the use of any other mean with political, religious, ideological, ethnic intention or any other nature destined to overthrow, influence or press the government, the jure o de facto, in order to take a determination, or alter and/or influence and/or produce alarm, fear, terror or anxiety to the population, in a group or section thereof or any sector of the economy.

Based on the above, losses or property damage for said direct and indirect acts that with mediate or immediate origin are the result of the use of explosives, toxic substances, fire guns or by any other means against persons,

things or public services and that, before the threat or possibility to be repeated, produce alarm, fear, terror or anxiety to the population or in a group or sector thereof, are excluded. Also losses, damages, costs or expenses of any nature, directly or indirectly caused by or resulting from or in connection with any action taken to control, prevent or suppress any terrorism act, are excluded.

7. Risks covered in this contract are excluded, if the Assured, Contracting Party or Beneficiary were condemned through a sentence by a judge by any crime linked with production, possession, traffic, proselytism and other acts in narcotic matter, concealment and/or operations with resources of illicit origin, terrorism and/or organized delinquency in the national territory or any country of the world, with which Mexico has signed international treaties regarding what is established in this paragraph, if said Assured, Contracting Party or Beneficiary is registered in the list of "Specially Designated Nationals" (SDN) kept by the "Oficina de Control de Bienes Extranjeros del Departamento de Hacienda de los Estados Unidos de America" (OFAC) due to their initials in English, or any other list of similar nature, within what is permitted by the Mexican Law.

In the event that the Assured, Contracting Party and/or Beneficiary obtain a definitive absolatory

sentence or is no longer mentioned in the lists in a retroactive manner and without any restriction, when so requested and the policy is in force, the insurance company shall reinstate the contract with retroactive effects for the period that the Assured was without insurance coverage, having in such a case, to pay the corresponding premiums, so that the rights, obligations and antiquity of the insurance contract that is being restored, are reinstated, therefore the indemnity of any loss occurred during that time is valid, provided it is covered and not specifically excluded under the terms of the policy.

Clause 2a. Other Insurances.

If the Assured has contracted other insurance for the same goods covered by this policy, whether contracted before or after the date of this policy, he shall have to report them immediately to the Company in writing. If the Assured were to intentionally omit the report mentioned in this clause or if the Assured were to contract other insurance to obtain an illicit benefit, the Company shall be released from its obligations.

Clause 3a. Increase in Risk.

According to what is mentioned in Article 52 of the Law on the Insurance Contract: "The Assured has to inform the Company any essential increase in risk it may have during the term of the insurance, within the next 24 (twenty four) hours after he knows them. If the Assured were to omit the report or if he were to provoke an essential increase in risk, the obligations of the Company shall cease as a matter of law in the future".

It being understood as increase in risk when a new condition of things is produced, different from the one existing at the time of entering into the contract, and that if the same had been known by the Company, this would not have accepted the contract, but establishing different conditions.

Clause 4. Increase in Risk – Complement.

In the event that, now or in the future the Contracting Party(ies), Assured(s) or Beneficiary(ies) carry out or are connected with illicit activities, shall be considered as an essential increase in risk in the terms of the Law.

Due to the above, the obligations of the Company shall completely cease, whether the Contracting Party(ies), Assured(s) or Beneficiary(ies), in the terms of Article 492 of the Law for Insurance and Bonds Institutions and general provisions of law, were to be condemned through a definitive sentence causing a state by any crime linked or resulting from what is established in articles 139 to 139 Quinques, 193 to 199, 400 and 400 bis of the Federal Penal Code and/or any article regarding organized crime in the national territory; said sentence could be issued by any competent authority of the local or federal jurisdiction, legally recognized by the Government of Mexico, or if the name of the Contracting Party(ies), Assured(s) or Beneficiary(ies), their activities, property covered by the policy or their nationalities are published in any official list in connection with crime linked with what is established in the

above mentioned articles, whether national or of foreign character, coming from a government with which the Mexican Government have entered into an international treaty in the above mentioned matter, in the terms of fraction X Twentieth Ninth provision, fraction V, provision Thirtieth Fourth or Fiftieth Sixth Provision of the Resolution for which the Provisions of General Character referred to in Article 140 of the General Law for Insurance Institutions and Mutual Societies.

If the case may be, the obligations of the contract shall be restored once the Company is aware that the name of the Contracting Party(ies), Assured(s) or Beneficiary(ies) are no longer mentioned in the above-mentioned lists.

The Company shall deposit before the competent jurisdictional authority any amount arising out from this Insurance Contract that could be on behalf of the person(s) referred to in the above paragraph, in order that said authority determine the destiny of the resources. Every unearned amount paid, paid after the carrying out of the conditions previously mentioned, shall be deposited on behalf of the corresponding authority.

Clause 5. Indemnity in the event of a loss.

Operation for the indemnity.

The Sum Assured has been fixed by the Assured and it is not proof of the existence or the value of the goods insured, it is only representing the basis to limit the maximum liability of the Company. If at the time a loss occurs the goods have as a total a replacement value in excess of the amount assured, the Company shall only pay in accordance to the proportional indemnity

definition of the **“Definitions”** section of these General Conditions and with limit in the Sum Assured established in the cover of the policy with the exception of **“Glasses and Special Glasses”** and **“Theft of Household and Valuable Objects”** coverages, which operate at a first risk basis.

If the policy covers several structures, this condition shall be applied to each one of them separately.

It is agreed that for losses representing partial losses affecting **“Property Damage to Building”** and **“Property Damage to Contents”** coverages, the payable indemnity shall be made at Replacement Value, without exceeding the Sum Assured mentioned in the cover of the policy for each coverage.

It is agreed that for losses representing partial losses affecting the electronic and/or electro domestic equipment, the indemnity shall be made at Replacement Value without exceeding the Sum Assured mentioned in the cover of the policy for said coverage. In the event that the loss is in excess or equal to 75% of the Actual Value of the electronic and/or electro domestic equipment, the loss shall be considered as a total loss, therefore the indemnity shall be paid at Actual Value, without exceeding the Sum Assured mentioned in the cover of the policy for said coverage.

For losses affecting the glass coverage, it is agreed that the indemnity shall be paid at Replacement Value, without exceeding the Sum Assured mentioned in the cover of the policy for this coverage.

It is agreed that when **“Property Damage to Real Asset”**, **“Property Damage to Contents”** and **“Electronic and/or Electro domestic Equipment”**, are determined as total losses, the indemnity shall be at Actual Cash Value without exceeding the Sum Assured mentioned in the cover of the policy for each coverage.

Likewise, it is agreed that for losses affecting the theft of household effects coverage the indemnity shall be at Actual Value without exceeding the Sum Assured specified in the cover of the policy for this coverage.

Clause 6a. Territorial Limit.

This policy shall be only in force for losses and/or damages occurred and for expenses incurred within the territorial limits of the United States of Mexico, except in case of the personal accidents coverage, in which case and under said coverage, the Assured shall be covered anywhere in the world, but in accordance with what is established in said coverage.

Clause 7a. Premium.

The payment method of premium can be made, as mentioned in the application: annual, semiannual, quarterly, monthly or cash (for those products in which at the corresponding inception date the premium is totally paid for said term in a single exhibition). The payment method agreed is appointed in the cover of the policy and, if the case may be, in the respective individual certificate. A financing surcharge shall be applied if the payment method is not annual or cash.

The premium of this policy expires the first day of each payment period. It is understood as payment period, years, semiannual, quarterlies or months counted as of the inception date or the total therefor when dealing with cash, appointed in the cover of this policy, and if the case may be, in the individual certificate, according with the method of payment agreed upon.

Notwithstanding the above, the Contracting party shall have a maximum term that is mentioned in the cover of this policy and in the official receipt issued by the Company, counted as of the expiry date to make the premium payment corresponding to each payment period.

If the Contracting Party does not pay the premium or the installment thereof, if payment in installments has been agreed, within the term referred to in the above paragraph, the effects of the contract shall automatically cease at 12:00 hours of the last day of said period.

The Contracting Party shall be obligated to pay the premium at the address of the Company in Mexico City, same that is appointed in the cover of the policy and, if the case may be, in the individual certificate, or at any other of their offices, against deliver of the corresponding receipt, and in this case it shall be understood that the premium is collected by the Company, only when the Contracting Party and/or Assured have the original official receipt issued by the Company. It shall be understood that the receipt is official when it complies with all the requirements established thereof to be considered as paid. Likewise, the premium payment can be made by charging to a credit, debit card or check account, in the terms specified in the application, in this case, the statement of account where the corresponding charge of the premium is shown, shall be enough proof for such payment.

The Company shall be able to claim the Assureds the premium payment when the Contracting Party that obtained the policy becomes insolvent.

The Company shall have the right to compensate premiums on policies that have not been paid, with the due benefit to the Beneficiary.

Clause 8a. Reinstatement.

Notwithstanding what is mentioned in Clause "Premium" of the General Conditions, the Assured shall be able, within 30 days after the last day of the grace period mentioned in said clause, to pay the premium for this insurance or the corresponding installment if payment in installments has been contracted. In this case and only by making the mentioned payment, the effects of the contract shall be reinstated as of 48 hours after the payment hour mentioned, together with the date, in the payment receipt.

In the event that the hour is not mentioned in the payment receipt, it shall be understood and that the insurance is reinstated from zero hours of third day after the payment date.

In no event the Company shall pay losses occurred during the period between the expiry date of the mentioned grace period and hour and day in which the effects of the policy are reinstated.

Clause 9a. Procedures in the event of a loss.

1. Safeguard and recovery measures.

Upon having knowledge of a loss arising out from any of the risks covered by this policy, the Assured is obligated to take all the necessary steps to prevent or minimize the damage, if there is no danger in the delay, it shall ask for instructions to the Company and shall adhere to their indications.

The Insurance Company shall cover the expenses incurred by the Assured that are not evidently unlawful, and if the same give instructions, said expenses shall be paid in advance.

Non-complying with this obligation may affect the rights of the Assured, in the terms of the Law on the Insurance Contract.

2. Notice of Loss.

Upon a loss occurrence that may give rise to a payable loss under this insurance, the Assured(s), or Beneficiary(ies) have to inform the Company by telephone or by any other media, at the latest 5 (five) working days after the Assured is aware of the right on their behalf, except an act of God or major force, in this event this should be given as soon as one or another ceases. Also, said communication has to be ratified in writing within 5 (five) working days thereafter. Failure in reporting this opportunely could lead to a reduction of the indemnity to the amount that would originally have been paid for the loss, if the Company would have received the report of same on time.

3. Right of the Company.

The Company, in the event of a loss affecting the property, may opt to substitute or repair them to the satisfaction of the Assured, or to pay in cash the Actual or Replacement Value thereof, at the date of the loss, but without exceeding the Sum Assured in force.

4. Documents, data and information that the Assured or the Beneficiary has to provide to the Company.

For all coverage of this policy, except for those referring to Civil Liability and Personal Accidents, the Assured is obligated to prove the accuracy of the claim and all the facts thereof. The Company is entitled to demand from the Assured or the Beneficiary all the pertinent information about the facts related to the loss and for which the circumstances surrounding it can be determined and the consequences thereof and the Assured shall deliver the Company, the following documents and data:

- A) A detailed report of the damage or losses arising out from the loss, indicating as detailed and accurate as possible, the description, date of purchase and value of each of the goods at the time of the loss, as well as the estimated total amount of the corresponding damage or loss.
- B) Purchasing bills, sales bills or invoices, appraisal certificates, technical opinion or enclose any other document (budgets, quotations, etc) supporting the claim presented.

- C) A detailed list of all the insurance contracted on the goods.
- D) All the information regarding the circumstances causing the loss and certified copies of the findings made either by the Public Attorney's Office or by any other authority that has been involved in the investigation, by reason of the complaint that the Assured has to present on the loss or the events related to the same.
- E) Any document or information that the Company may consider necessary to support the loss or damage.

Provisions in the event of a loss for the Civil Liability coverage:

1. Claim notification.

The Assured is obligated to inform the Company, as soon as he is aware of claims or demands received by him or by his representatives, for this purpose, the documents or copy thereof which with this purpose were delivered and the Company is obligated to immediately inform and in writing that it is not assuming the direction of the proceedings, if such was its decision.

If such statement is not made as mentioned above, it shall be understood that the Company has assumed the direction of the proceedings brought against the Assured and the latter should cooperate with the Company, in the terms of the following items of this clause.

In the event that the Company does not assume the direction of the proceedings, it shall pay the Assured in advance, up to the amount that is obligated to pay for this concept, so the same may cover the cost of his defense that needs to be carried out with due diligence.

2. Cooperation and assistance of the Assured regarding the Company.

The Assured is obligated in every lawsuit that may be brought against him, due to the liability covered by this insurance:

- To provide all necessary data and proof required by the Company for his defense if necessary or when the Assured does not appear.

- To practice and enforce the actions and defense as provided by Law and to appear in all proceedings.
- To grant Power of Attorney to the Lawyers assigned by the Company to be represented in such proceedings, in the event that he can intervene in a direct way in all the formalities for such proceedings.

All the expenses incurred by the Assured to comply with these obligations shall be paid under the Sum Assured for defense expenses.

If the Company is negligent in determining or directing the defense, the liability regarding the amount of the expenses for such defense shall not be subject to any limit.

3. Claims and demands.

The Company is empowered to effect the settlement of extra-judicial or judicial claims, to direct lawsuits or demands before authorities and to enter into agreements.

Any acknowledgment of a debt, transaction, agreement or other legal act that implies recognition of the Assured's liability, entered into without the consent of the Company, shall not be enforceable against the Company in order to pretend a responsibility that otherwise would be nonexistent or inferior to the actual one. The confession of materiality of a fact by the Assured cannot be assimilated to the recognition of a responsibility.

4. Beneficiary of the insurance.

This insurance contract extends the right of an indemnity directly to the third party that suffered a loss, who is considered as a Beneficiary as of the time of the loss.

5. Reimbursement.

If the third party is to be indemnified in total or in part by the Assured, this shall be reimbursed proportionally by the Company.

6. Subrogation.

The Company shall be subrogated up to the amount paid in all its rights against third parties which, due to the damage that was indemnified, correspond to the

Assured; however, when dealing with acts committed by persons for which the Assured is legally liable, they shall also be considered for these effects as Assured, there shall be no subrogation.

If the damage was indemnified in part, the Assured and the Company shall agree to assert their rights in the corresponding proportion.

7. Penal report.

Without affecting the documentation and information above mentioned, the occurrence of a loss shall be considered as proven by only presenting the penal report, its ratification and ownership evidence and preexistence. A representative of the Company should prepare said report, when dealing with companies.

In no event can be demanded that the loss be proven in a trial, in accordance with what is established in Article 71 of the Law on the Insurance Contract.

- **For the Personal Accidents coverage:**

The claimant has the obligation to inform the Company in writing during the first five days after any accident that may give rise to an indemnity.

The claimant should present the Company the corresponding statements formats, that for that purpose shall be provided, also the vouchers covering the expenses incurred.

The Company shall be able to name a physician, which shall be in charge to verify the injuries.

Clause 10a. Measures to be taken by the Company in the event of a loss.

In every loss that may destroy or damage the property, and while the amount of the corresponding indemnity has not been definitively fixed, the Company shall be able to:

- A) Enter into the Real Assets or places of business where the loss occurred in order to determine the cause and extent of the loss.
- B) Inspect, classify and evaluate the goods wherever they may be. In no event the Company is obligated to sell or liquidate the goods or wreckage, nor shall the Assured have the right to abandon the same to the Company.

Clause 11a. Fraud, deceit or bad faith.

The obligations of the Company shall cease to exist:

- A) If the Assured, the Beneficiary or representatives, with the intention of making the Company to incur into an error, pretend or wrongfully declare facts which could exclude or restrict such obligations.**
- B) If for the same intention the documentation mentioned in clause "Proceedings in the event of a Loss" is not delivered on time to the Company.**
- C) If at the time of a loss or claim deceit or bad faith would exist on the part of the Assured, Beneficiary or Assignees or attorneys for any of them.**

The Applicant is informed that in accordance with Articles 8°, 9° 10 and 47 on the Law on the Insurance Contract, has to report all the important facts to apprise the risk referred to in this General Conditions, such as it is known or have to be known at the time of entering into the same, in the understanding that the omission, falseness or inaccuracy in the report of any fact could give rise to the loss of the rights of the Assured(s) or his/her/ their Beneficiary(ies), if the case may be, even if the same has not influenced in the carrying out of the loss.

Clause 12a. Expert testimony.

In the event of any disagreement between the Assured and/or Beneficiary and the Company regarding the corresponding indemnity, the question at hand shall be submitted to the opinion of an arbiter to be

selected in writing by both parties, but if they cannot reach to an agreement in the naming of only one arbiter, two shall be appointed, one for each side. The appointment shall be done within a limit of 10 calendar days after the date in which each party has been so notified by the other party in writing to do so.

Before beginning with their corresponding task, both arbiters shall name a third arbiter, in the event that they have contradictory opinions.

If one of the parties were to refuse to name an arbiter or would simply not proceed until such time as being requested by the other party or if the arbiters would not agree in the naming of a third arbiter, the competent judicial authority shall, at the request any one of the parties, name the missing arbiter, the third arbiter or both, if necessary.

The death of one of the parties when being a person or the dissolution in the event of a company, occurring during the time the investigation referred to in this clause is being carried out shall not annul or affect the powers or the attributions of the arbiters. If any of the arbiters were to die before the verdict is reached, another one shall be named as appropriate (the parties, the arbiters, the judicial authority or the National Commission for Insurance and Bonds), in order to be substituted.

The expenses and fees incurred in connection with the arbitration are for the account of the Company and the counterpart, who shall cover the fees of its own arbiter.

The arbitration, to which this Clause refers to, does not signify the acceptance of the claim on the part of the Company, it simply determines the amount of the payable loss that the Company would eventually have to indemnify, leaving both parties at liberty of exercising their actions and to oppose their corresponding exceptions.

Clause 13a. Place for the indemnity payment.

The Company shall make the payment of any indemnity in its offices during 30 days after the date the documents and information that let it to know the basis for the claim in the terms of the **“Procedures in the event of a loss”** Clause, have been received.

Clause 14a. Interest for delayed payment.

If the Company were not to comply with the obligations assumed in this insurance contract at the time the

same become legally demandable, the same shall have to pay the creditor an indemnity for the delay in accordance with what is established in article 276 of the Law for Insurance Institutions and Bonds.

Clause 15a. Subrogation of Rights.

The Company shall subrogate itself on the Assured's rights up to the amount paid, as well as of the actions against the culprits or responsible parties for the loss. If so required by the Company, the Assured shall ratify the subrogation in a public deed, at the Company's cost. If due to the Assured's acts or omissions, the subrogation of right is impaired, the Company shall be released from its obligations. If the damage were to be indemnified only in part, the Assured and the Company may concur to exercise their rights in their corresponding proportion.

Clause 16a. Reduction and reinstatement of the Sum Assured in the event of a loss.

All indemnity that the Company has to pay shall reduce in the same amount the Sum Assured of any of the units covered by this policy that are affected by the loss but it can be reinstated, prior acceptance of the Company, at the Assured's request, who shall be obligated to pay the corresponding premium.

If the policy is made up of several items or locations, the reduction or reinstatement shall be applied to the locations affected.

Clause 17a. Indemnity.

In the event of a payable loss, the Company shall be liable up to the sum assured corresponding to every coverage forming part of this policy.

Clause 18a. Benefits for the Assured.

If during the term of this policy extensions of or new coverage are recorded, the same shall be automatically applied to the benefit of the Assured, but if the same resulted for the Company in higher benefits, the Contract Party shall be obligated to cover the corresponding premium.

Also, if during the term of this insurance the rates registered are reduced at the expiry date of this contract or sooner, at the Assured's request, the Company shall return the difference between the premium agreed upon and the premium modified, as of the date of such modification and up to the expiry date of the insurance.

Clause 19a. Beginning and ending of the term.

The term of this policy begins and ends in the dates mentioned in the cover of the same, at 12 (twelve) hours in the place where the property assured are located.

Clause 20a. Anticipated termination of the contract.

Notwithstanding the term of this contract, the parties agree that the same could be terminated in advance through a written notice.

When the Assured or Contract Party requests the termination, the Company shall have the right to that part of the total premium corresponding to the time the policy was in force

When the Company terminates the contract, it shall do so through a written notice to the Assured or Contract Party and the coverage shall cease 15 (fifteen) calendar days after the corresponding termination has been received.

The Company shall return the Assured or Contract Party the total net premium for issuance expenses for the time the term has not elapsed, at the latest, upon said notification is made, without this requirement it shall be considered as not effected.

Clause 21a. Currency.

The payment of the premium as well as the payable indemnity under this policy, are payable in the terms of the Monetary Law of the United States of Mexico in force at the date of the payment.

Clause 22a. Notifications.

Any statement or communication concerning the present contract should be sent to the Company, in writing to its legal address.

Clause 23a. Jurisdiction.

In the event of controversy, the complainant at his choice, may go to present his claim before the National Commission for the Protection and Defense of the Users of the Financial Services (CONDUSEF) at its central offices or at any of its agencies or before the Unit Specialized for Attention of Inquiries and Claims of this Insurance Institution in the terms of articles 50 bis and 68 of the Law for the Protection and Defense of the User of Financial Services, which have to be effected within a 2 (two) year term counted as of the time that the fact that give rise to this claim is present or if the case may be, as of the refusal of this insurance institution to satisfy his cause of action.

In the event that the complainant decides to present his claim before the CONDUSEF and the parties are not submitted to the arbitration of the same or of the one proposed by the same, the rights of the complainant shall be protected to assert them before the competent courts at the address of the any of the CONDUSEF agencies, according with Article 277 of the Law for Insurance and Bonds Institutions.

Clause 24a. Prescription.

All the actions that emanate from this insurance contract shall prescribe in two years, computed as of the date of the event that originated the loss. This period shall not run in the event of any omission, false or inexact declaration on the risk, but as of the date in which this Insurance Institution has had knowledge thereof and when dealing with the occurrence of the loss, as of the date in which the interested parties were aware, but they have to prove that up to that date they were not aware of said occurrence. When dealing with third Beneficiary, it shall be necessary, in addition, that they are aware of the right established on their behalf.

Any agreement shortening or extending the limitation of statutes term referred to in the above paragraph, is null.

In addition to the ordinary causes for interrupting the prescription, this shall be interrupted by the naming of experts due to a loss occurrence, or by presenting the claim before the CONDUSEF. It shall

be suspended by the presentation of the claim before the Specialized Unit for Inquiries and Claims Attention of this Insurance Institution.

Clause 25a. Power to Appoint the Services Providers.

The Company shall be empowered to contract any service provider or providers that can provide the service of:

- Medical Emergency at Home services.

Clause 26a. Regarding the right of the Contract Party to know the direct commission or compensations corresponding to the broker or juridical person.

During the term of the policy, the Contract Party may request in writing to the institution a report on the percentage of the premium that, for direct commission or compensation corresponds to the broker or company due to his intervention in entering into the contract. The institution shall provide said information, in writing or through electronic media, within a term not exceeding from ten working days after the date the request is received.

Clause 27a. Methods to obtain this policy and any other document containing rights or obligations for the Contract Party, the Assured and/or the Company, arising out from contracting this insurance.

The Company is obligated to deliver to the Assured and to the Contract Party the documents corresponding to each of them, mentioning the rights and obligations of the insurance, through any of the following means:

1. In Person,
2. By sending it to their address through the means the Company uses for this effect, or
3. Via electronic mail.

If the Assured and/or Contract Party do not receive the same within 30 (thirty) calendar days after having contracted the insurance, the documents mentioned in the above paragraph, the Company have to be informed attending to the address thereof or to any of their offices so the same are provided or through the telephone number 54-47-8000 in Mexico City and its Metropolitan Area, or to 01-800-90-90000 for the rest of the United States of Mexico, so that

through the means that the Company uses for that purposes, or through electronic mail, said documents are sent to them.

In order to cancel this policy or to request that the same shall not be renewed, the Assured and/or Contract Party have to request it in writing to the Company by sending same to their address or to any of their offices to receive an acknowledgement of receipt of the same. Said acknowledgement of receipt shall be the proof that the policy shall not be renewed or that the same is cancelled as of the time in which such acknowledgement of receipt is made. In the event that the insurance has been contracted by phone, the cancellation of the policy or the request for not renewing the same can be also be made by calling to telephone numbers 54-47-8000 in Mexico City and its Metropolitan Area, or 01-800-90-90000 for the rest of the United States of Mexico, in this case, the Company shall issue an attention folio that shall be the proof that the policy shall not be renewed or that the same is cancelled as of the date in which such folio is issued.

Clause 28a. Applicable Law.

The contract is governed according to the Law on the Insurance Contract and other regulations and other applicable normativity.

Article 25 of the Law on the Insurance Contract.

"If the contents of this policy or its modifications do not coincide with the offer made, the Assured may request the corresponding rectification within thirty days following the date the policy is received. After this date, the stipulations of the policy or of its modifications are considered to be accepted"

"We remember you that the "Privacy Notification" of the Company is to your disposition in www.inbursa.com".

For any inquiry you may contact us from Monday to Sunday from 7:00 to 20:00 hrs. in the telephone numbers: 55 5447 8000 or Toll Free 800 90 90000.

In the event that the result of the inquiry requested is not at your entire satisfaction, you may contact the Specialized Unit for the Users Attention through the following means:

- By telephone: 55 5238 0649 and 800 84 91000
- Electronic mail: uniesp@inbursa.com

- In person: At our facilities located on Insurgentes Sur No. 3500, Col. Peña Pobre, Delegación Tlalpan, Post Code 14060, Mexico, City, from Monday to Friday from 8:30 to 17:30 hours.

You may also get in touch with the National Commission for the Protection and Defense of the Users of Financial Services (CONDUSEF), with address on: Insurgentes Sur 762, Col. del Valle, Delegación Benito Juárez, Post Code 03100, Mexico City, Telephone numbers: 55 5340 0999 and 800 99 98080, electronic mail: asesoria@condusef.gob.mx, web site: www.condusef.gob.mx.

Seguros Inbursa, S.A.

Grupo Financiero Inbursa

Glossary of Articles.

Legal Scope.

The following articles correspond to the Law on the Insurance Contract, to the Law for Insurance and Bonds Institutions, as well as the Law for Protection and Defense of the Financial Services Users in force, therefore they are applicable for the purposes of these General Conditions.

Law on the Insurance Contract.

Article 8.- *The applicant is obligated to report in writing to the insurance company, according with the corresponding questionnaire, all the important facts to appreciate the risk that may influence in the conditions agreed, such as they are known or have to be known at the time of entering into the contract.*

Article 9.- *If the contract is entered into by a representative of the Assured, all the important facts that are or have to be known about the representative or represented have to be reported.*

Article 10.- *When insurance is proposed on behalf of other, the applicant should report all the important facts that are or have to be known about the third assured or their broker.*

Article 47.- *Any omission or inexact declaration of the facts referred to in articles 8, 9 and 10 of this Law, shall empower the insurance company to consider, as a matter of law, cancelled the contract, even the occurrence of the loss had not influenced.*

Article 52.- *The assured should inform the insurance company the essential increase in risks during the term of the insurance, within the twenty four hours after the time he is aware. If the assured were to omit the notice or if he provokes an essential increase in risk, the obligations of the company shall cease as a matter of law hereinafter.*

Article 71.- *The credit resulting from an insurance contract shall expiry thirty days after the date in which the company had received the documents and information that let it to know the basis for the claim.*

Clause in which it is agreed that the credit cannot be demandable but after having been recognized by the company or proven in a trial, shall be null.

Law for Insurance and Bonds Institutions.

Article 202.- *The Insurance Institutions shall only offer to the public services in connection with operations authorized by this Law, through insurance products complying with what is mentioned in articles 200 and 201 of this Law.*

In case of insurance products offered to the public in general and that are formalized through contracts accepted by one party without negotiations, it being understood as such those produced unilaterally in formats by an Insurance Institution and in which the terms and conditions applicable to the insurance contracting are established, as well as the clauses models produced to be incorporated through additional endorsements to those contracts, in addition to comply with what is mentioned in the first paragraph of this article, should be previously recorded before the Commission in the terms of article 203 of this ordinance. What is mentioned in this paragraph shall be also applicable to the insurance products that, without being formalized through contracts accepted by one party without negotiations, are referred to the group or collective insurances for the operations mentioned in fractions I and II of Article 25 of this Law, and to the guarantee insurances mentioned in subsection g), fraction III, Article 25 of this ordinance.

The Insurance Institutions should consign in the contractual documentation of the insurance products referred to in the above paragraph that the product offer to the public is under registration before the Commission, in the form and terms that it determines through provisions of general character.

The contract or clause incorporated thereto, entered into by an Insurance Institutions without the registration referred to in this article is cancellable, but the action may be only done by the contract party, the assured or the loss payee or by the assigns against the Insurance Institution and never through the latter against them.

Article 276.- Should an Insurance Institution does not comply with the obligations assumed in the insurance contract within the terms it legally has to fulfill the same, it shall have to pay the creditor an indemnity for delay according to the following:

I. The obligations in Mexican currency shall be denominated in Investment Units, at their value in the expiry date of the installments referred to in the initial part of this article and its payment shall be made in Mexican currency at the value the Investment Units have at the date in which the same is effected, according to what is mentioned in the second paragraph of fraction VIII of this article.

In addition the Insurance Institution shall pay a delayed interest on the obligation denominated in Investment Units according to what is mentioned in the above paragraph, that shall be monthly capitalized which rate shall be equal to the result of multiplying by 1.25 the captation cost at liabilities installments denominated in Investment Units of the multiple bank institutions of the country, published by the Banco de Mexico in the Official Journal of the Federation, corresponding to each of the months in which the delay exists;

II. When the main obligation is designated in foreign currency, in addition to the payment of that obligation, the Insurance Institution shall be obligated to pay a delayed interest which shall be monthly capitalized and shall be calculated by applying to the amount of the obligation itself, the percentage resulting from multiplying by 1.25 the raising cost at liabilities installments called Investment Units of the multiple bank institutions of the country, published by the Banco de Mexico in the Federation Official Journal, corresponding to each of the months in which the delay exists;

III. In case that at the date in which the calculation is carried out the rate referred to for the delayed interest mentioned in fractions I and II of this article, have not been published, the one of the immediate previous month shall be applied and, and in case that said rates are not published, the moratory delayed interest shall be computed by multiplying by 1.25 the substituted rate, in accordance with the applicable provisions;

IV. The delayed interests referred to in this article shall be generated per day, as of the expiry date of the installments referred to in the initial part of this article and up to the day in which the payment mentioned in second paragraph of fraction VIII of this article is made. For its calculation, the rates referred to in this article should be divided between three hundred sixty five and multiply the result by the number of days corresponding to the months in which the non-compliance persists;

V. In the event of repair or replacement of the object damaged, the indemnity for delay shall only consists in the payment of the interest corresponding to the currency in which the main obligation is denominated according to fractions I and II of this article and shall be calculated on the amount of the cost of the repair or replacement;

VI. The creditor rights to the indemnity benefits established in this article cannot be waived. The pact that intends to extinguish or reduce the same shall not have any legal effect. These rights shall be only in effect during the course of the term established by Law for the payment of the main obligation only, even the same is not settled at that moment.

Once the amount of the main obligation is fixed according to what is agreed by the parties or the definitive resolution in a judicial decision before the judge or arbiter, the indemnity benefits established in this article should be covered by the Insurance Institution on the amount of the main obligation so determined;

VII. If in the corresponding trial the claim is valid, even the indemnity payment for delay established in this article were not required, the judge or arbiter, in addition to the main obligation should condemn the debtor to also cover these benefits according to the preceding fractions;

VIII. The delay indemnity consisting on the updating system and interest referred to in fractions I, II, III and IV of this article shall be applicable to every

type of insurances, except when dealing with bonds insurances that guarantee the indemnities connected with the non-payment of fiscal credits, in which case, it shall abide to what is mentioned in the Fiscal Code of the Federation.

The payment carried out by the Insurance Institution shall be in a single payment that shall include the total balance of the following concepts:

- a) Interests for delayed payment;*
- b) Updating referred to in the first paragraph of fraction I of this article, and*
- c) Main obligation.*

In the event that the Insurance Institution does not pay in cash, the total of the amounts of the obligations assumed in the insurance contract and the delay indemnity, the payments made shall be applied to the concepts mentioned in the order established in the above paragraph, therefore the delayed indemnity shall continue being generated in the terms of this article, on the amount of the unpaid main obligation, up to the time it is totally paid.

When the Institution interpose a defense medium suspending the procedures of the execution foreseen in this Law, and is firmly sentenced for which survive the opposed acts, the corresponding collection or payment have to include the delay indemnity that up that moment the main obligation were to be generated, and

IX. If the Insurance Institutions, within the periods and legal terms do not make the payment of the delayed indemnity, the judge or the National Commission for the Protection and Defense of the Financial Services Users, as it may correspond, shall impose a fine of 1000 to 15000 Days of Salary.

In the event of the execution administrative procedures mentioned in Article 278 of this Law, the Insurance Institution, within the periods or legal terms, does not make the payment for delayed indemnities, the Commission shall impose the fine mentioned in this fraction, at the request of the corresponding executing authority according to fraction II of said article.

Article 277.- *In jurisdictional matter for complying the sentence judged rendered in the procedure, the Judge of the case shall require to the Insurance Institution, if were to be condemned, to prove within the next seventy two hours, having paid the benefits it*

was condemned and in case of omitting the proof, the Judge order the broker or the depository Institution of the values of the Insurance Institution that, without liability for the depository Institution and without requiring the consent of the Insurance Institution, to carry out the auction of the values belonging to the Insurance Institution, or when dealing with institutions for the deposit of the values referred to in the Stock Market Law, transfer the values to a broker in the stock market in order that the last one carries out the auction.

In the contracts entered into by the Insurances Institutions for administration, brokerage, deposit or custody of titles or securities forming part of their assets, should be established the obligation of the broker or of the depository institution to comply with what is mentioned in the above paragraph and with which the Insurance Institution should have entered into a contract establishing the obligation to auction securities in order to comply what is mentioned in this article.

The stock market brokers and the depository institutions of the securities with which the Insurance Institutions have entered into contracts for administration, brokerage, deposit or custody of the titles or securities forming part of the asset, shall be subject, regarding this article, to what is mentioned in this Law and to other applicable provisions.

The territory jurisdiction to sue in insurance matter shall be determined, at the claimant's choice, regarding the address of any of the regional offices of the National Commission for the Protection and Defense of the Financial Service Users. Likewise, the Judge of the address of said regional office shall be competent; any other agreement otherwise stipulated in this paragraph, shall be null.

Article 492.- *The Institutions and Mutual Societies, as well as the insurance brokers and the bonds brokers, in terms of the provisions of general character issued by the Secretaria, listening the previous opinion of the Commission, shall be obligated, in addition, to comply with the other obligations, applicable to:*

I. To establish measures and procedures to prevent and detect acts, omissions or operations that might favor, help, or cooperation of any kind for crimes foreseen in articles 139 or 148 bis of the Federal Penal Code, or that might be in the suppositions of Article 400 bis of the same Code, and

II. To present to the Secretaría, through the Commission, reports on:

- a) Acts, operations or services carried out with their clients and users, regarding the above fraction, and
- b) Acts, operations or services that might be in the supposition mentioned in fraction I of this article, or that, if the case may be, could contravene or breach the adequate application of the provisions mentioned thereof, made or in which intervenes any member of the board of directors, executive, employees and assignees.

The reports referred to in fraction II of this article, according with the provisions of general character mentioned therein, shall be prepared and presented, taking into consideration, at least, modalities that for that purpose are referred to in said provisions; the characteristics that have to gather such acts, operations and services referred to in this article to be reported, taking into account its amounts, frequency and nature, monetary and financial instruments with which are carried out, and the commercial and financial practices observed in the places where the same are effect; as well as the period and systems through which the information has to be transferred.

Also, the Secretaría, in the mentioned provisions of general character shall issue instructions on the procedure and criteria that the Institutions, Mutual Societies, insurance brokers and bonds broker should observe regarding:

- a) The proper knowledge of their clients and users, for which the same should consider backgrounds, specific conditions, economical or professional activities and places in which the same operate;
- b) The information and documents that the Institutions, Mutual Societies, insurance brokers and bonds brokers have to obtain for opening accounts or entering into contracts regarding the operations and services that the same may render and fully accredit the identity of their clients.
- c) The way in which the Institutions, Mutual Societies, insurance brokers and bond brokers have to keep and guarantee the safety of the information and documents regarding the identity of their clients and users or who had been, as well as such acts, operations and services reported according to this article, and

- d) The terms to provide training inside the Institutions, Mutual Societies, insurance brokers, bond brokers on the matter object of this article. The provisions of general character referred to in this article, shall mention the terms for its dully compliance.

The Institutions, Mutual Societies, insurance brokers and bond brokers should keep, at least ten years, information and documents regarding item c) of the above paragraph, without prejudicing what is established in this or in other applicable ordinances.

The Secretaría shall be empowered to request and obtain, through the Commission, information and documents regarding the acts, operations and services referred to in fraction II of this article. The Institutions and Mutual Societies, as well as insurance brokers and bond brokers shall be committed to provide said information and documents. The Secretaría is empowered to obtain additional information of other persons with the same purpose and to provide information to the competent authorities.

Complying with the obligations mentioned in this article shall not imply any breach to the legal confidential obligation, nor shall constitute a breach of the restrictions on disclosure information established via contractual, to what is mentioned in Article 190 of this ordinance, nor to what is mentioned in matter of the own secret of the operations referred to in Article 46 fraction XV, in regard to Article 117 of the Law of Credit Institutions.

Provisions of general character referred to in this article should be observed by the Institutions and Mutual Societies, insurance brokers and bond brokers, as well as by the board of directors, managers, directors, executives, employees, agents and attorney in fact, therefore, the institutions and societies as well as the persons mentioned shall be liable for the strict compliance that through said provision are established.

The breach of the provisions of general character referred to in this article shall be sanctioned by the Commission according to the procedure mentioned in Articles 474 up to 484 of this Law, with a fine equivalent to 10% up to 100% of the unusual operation not reported, and in the other cases, the fine shall be up to 100,000 Days of the Salary in force.

The public servers of the Secretaría and of the Commission, the Institutions and Mutual Societies, as well as insurance brokers and bond brokers, members of the board of directors, managers, executives, employees, agents and attorneys in fact, have to abstain to provide notices of the reports and other documents and information referred to in this article, to persons or authorities other than the ones specifically authorized in the corresponding ordinances to require, receive or keep such documents and information. The breaching of these obligations shall be sanctioned in the terms of the corresponding Laws.

Law of Protection and Defense of the Financial Services User

Article 50 Bis. Each Financial Institution should have a Specialized Unit that shall have to fulfill inquiries and claims of the Users. Said Unit shall be subject to the following:

I. The Holder of the Unit should have faculties to represent and obligate the Financial Institution to comply with the agreements resulting from the attention given to the claim;

II. There shall be regional managers in each federative entity in which the Financial Institution have agencies or offices for public attention;

III. The expenses incurred for their functioning, operation and organization shall be charged to the Financial Institutions;

IV. It should have to receive the inquiry, claim or clarification from the User by any means making easier the reception, included the reception in agencies or offices for the public attention and answer in writing within a term not exceeding thirty working days, counted as of the reception date, and

V. The holder of Specialized Unit should present within the next ten working days after closing each quarter, a report to the National Commission on all the inquiries, claims and clarifications received and fulfilled by the Financial Institution in the terms that the National Commission establishes through the provisions of general character that with this intention is issued.

The presentation of claims before the Specialized Unit shall suspend the limitation of statutes of the action that may arise out.

The Financial Institutions should inform through notices placed in visible places in all the agencies, the location, attention hours and responsible person or persons of the Specialized Unit. The Users may, at their choice, present an inquiry or claim before the Specialized Unit of the Financial Institution concerned or before the National Commission.

The Specialized Units shall be supervised by the National Commission.

Article 68.- The National Commission should exhaust conciliation procedures, according to the following regulations:

I. Conciliation procedure shall be only carried out on claims with total amounts lesser to three million of investment units, except when dealing with claims against the insurance institutions, in which case, the amount should be lesser to six million of investment units.

I BIS. The National Commission shall make an appointment for the parties to a Conciliation hearing that shall be carried out within the next twenty working days counted as of the date in which the claim is received.

The conciliation can be carried out by telephone or through any other ideal mean, in which case the National Commission or the parties may request a written confirmation of the commitments acquired.

II. The Financial Institution should, through a representative, submit a written report that has to be previously presented or up to the time the conciliation hearing referred to in the above fraction is carried out.

III. In the report mentioned in the above fraction, the Financial Institution should respond in a well-reasoned way every and each of the facts referred to in the claim, otherwise, said report shall be considered as not presented for all the legal effects;

The Financial Institution should accompany the report, the documents, information and all the elements considered as pertinent to support it, however, the National Commission shall be able to require, at any time, the financial Institution to deliver any information, documents or electro magnetic means required due to the claim and the report;

IV. The National Commission may suspend justifiably and for a single occasion, the

Conciliation hearing. In this case, the National Commission shall appoint day and hour to reinstate it, which should be carried out within the next ten working days.

Failure to present the report cannot be a cause to suspend the hearing referred to.

V. Failure to submit the report shall result in the National Commission assessing the origin of the User's claims based on the elements at hand or collected according to fraction VI and for all effects of issuing the opinion, if the case may be, referred to in Article 68 Bis.

VI. The National Commission when it is so considered or at the request of the User, in the corresponding conciliation hearing or within the previous ten working days to the carrying out thereof, shall be able to require additional information to the Financial Institution, and if the case may be, shall defer the hearing requesting the Financial Institution so that at the new date the additional report is presented;

Also, it may agree to practice of proceedings allowing to accredit the constitutive facts of the claim.

VII. In the corresponding hearing the parties shall be exhorted to conciliate their interests, for that purpose, the conciliator should make solution proposals and to ensure that the hearing is carried out orderly and a congruent form. If the parties do not reach an accord, the conciliator should inquire the Public Offers Registry and the Arbitral System in Financial Matter, provided in this Law, in order to inform the same that the controversy can be solved through the arbitration of the National Commission, for which shall be invited to, in common agreement and voluntarily, appoint as arbiter to solve their interests the own National Commission, being at the choice thereof, that the same be an amicable composition or of strict Law.

In case of entering into the corresponding arbitral agreement, at the choice of the User the respective hearing may be deferred with the only intention that the User wishes to obtain advice of a legal representative. The corresponding arbitral agreement shall be mentioned in the act that with that purpose sign the parties before the National Commission.

In the event that the parties are not submitted to the arbitration of the National Commission their rights shall be saved so that they may assert them before the competent Courts or in the valid form.

In case that the Financial Institution does not attend to the conciliation meeting a pecuniary sanction shall be imposed and shall be summoned to a second hearing, which should be carried out within a term not longer than ten working days; should the same does not attend thereof, a new monetary sanction shall be imposed.

The National Commission shall deliver to the claimant, against payment of the cost, certified copy of the judgement referred to in Article 68 Bis, so that it can be asserted before the competent courts.

The Financial Institution shall be informed of the request, so that the same inform whatever at its own right agrees and submit the elements and proofs it deems convenient within a term not exceeding ten working days.

If the Financial Institution does not make any statement within said term, the Commission shall issue a judgement with the elements in their possession.

VIII. In the event that the parties reach an accord for the solution of the claim the same shall be stated in the circumstanced act that in that effect is written up. The National Commission should, at all time, explain the user of the effects and scope of said agreement; If after hearing the explanation the user decides to accept the agreement, this shall be signed by both parties and by the National Commission, fixing a term to credit its compliance. The agreement signed by the parties has the force of res judicata and brings rigged execution.

IX. The burden of the proof regarding the compliance of the agreement corresponds to the financial Institution and, in the event of omission, it shall be creditor of the valid sanction according to this Law, and

X. At concluding the conciliation hearings and in the event that the parties do not reach an agreement, the corresponding act shall be written up. In the event that the financial Institution does not sign the act, this does not affect their validity, having to state the rejection.

In addition, the National Commission shall order the corresponding financial Institution to record the contingent liability totally reserved arising out from a claim, and shall inform thereof to the national commissions to which the supervision corresponds.

In case of institutions and mutual insurance societies, the order mentioned in second paragraph of this fraction shall refer to the constitution and investment according to the Law in insurance matter, of a specific technical reserve for obligations pending to comply, which amount should not exceed the sum insured. Said reserve shall be recorded in a determined accounting entry.

In the suppositions of the above two mentioned paragraphs, the accounting record can be cancelled by the Financial Institution under their own responsibility, if one hundred eighty calendar days have elapsed after its annotation, the claimant had not asserted their rights before the competent judicial authority or hasn't started the arbitral process according to this Law.

The record of the passive contingent liability or the constitution of the technical reserve, as it may correspond, shall be demandable for the case in which the National Commission issues a judgment referred to in Article 68 Bis of this Law. If from the written evidence in hands of the corresponding file is released, at the National Commission judge, the inadmissibility of the user's pretensions, this shall abstain from ordering the recording of the passive contingent liability or the constitution of the technical reserve, as it may correspond.

XI. Procedure agreements issued by the National Commission shall not admit any resource.

Federal Penal Code

Article 139

Imprisonment from two to forty years and a fine of up to fifty thousand pesos shall be imposed, without prejudicing the penalties corresponding to the resulting crimes, to the person who by using explosives, toxic substances, fire guns or by fire, flood, or by any other violent medium, carries out acts against persons, things or public services, producing alarm, fear, terror in the population or in a group or sector thereof, in order to disturb the public peace, or trying to undermine the authority of the State or to press the authority to take a determination.

Imprisonment from one to nine years and a fine of up to ten thousand pesos shall be applied to the person that being aware of the activities of a terrorist and his identity does not inform the authorities.

Article 193

It is considered as narcotics the stupefiant, psychotropics and other substances or vegetables determined by the General Health Law, the agreements and international treaties of mandatory observance in Mexico and those mentioned in other legal provisions applicable in this matter.

For the purpose of this chapter, are punishable conducts related with stupefiant, psychotropics and other substance mentioned in Articles 237, 245, fractions I, II and III and 248 of the General Health Law, constituting a severe problem for public health.

The judge, upon individualizing the punishment to the safety measure to be imposed for committing any crime mentioned in this chapter, shall take into account, in addition to what is established in Articles 51 and 52, the amount and kind of narcotic in question, as well as the minor or greater injury or endanger the public health and the personal conditions of the author or participating in the fact or the re-occurrence, if the case may be.

The narcotics used when committing the crimes referred to in this chapter, shall be at the federal sanitary authority disposal, which shall proceed according to the provisions or laws in this matter to a licit use or destruction.

When dealing with instruments and vehicles used to commit crimes considered in this chapter, as well as objects and products of that crimes, whatever the nature could be of said goods, shall abide to what is mentioned in articles 40 and 41. For that purpose, the Public Attorney shall dispose during the preliminary investigation the corresponding assurance and the valid destination supporting the law enforcement or shall request it in the process and shall promote the confiscation so that the goods in question or their product are intended for the delivery of justice or, if appropriate, shall promote if the case may be, the suspension and deprivation of agrarian rights or of other kind, before the competent authorities according to the applicable standards.

Article 194

Imprisonment from ten to twenty five years and a fine from one hundred up to five hundred days shall be imposed, to the one that:

I. Produces, transports, traffics, trades, supplies, even free or prescribes any of the narcotics mentioned in the above article, without the corresponding authorization of the General Health Law;

For the purpose of this fraction, it is understood as produce: to manufacture, fabricate, elaborate, prepare or condition any narcotic, and as trade: sell, buy, acquire or alienate of any narcotic.

II. Introduces or extracts out of the country any of the narcotics included in the above article, even though if it was for momentary or in transit.

Should the introduction or extraction referred to in this fraction were not to be consummated, but from the acts carried out it is clearly understood that this was the intention of the agent, the applicable penalty shall be up to two third parties of the one provided in this article.

III. Contributes with economical resources or any or of any spice, or cooperate in any way to the financing, supervision or promoting to make it possible the execution of any of the crimes referred to in this chapter; and

IV. Carries out advertising or propaganda actions to consummate any of the instances mentioned in the above article.

The same penalties foreseen in this article and, in addition, depriving of the charge or commission and disqualification to occupy any other one up to five years, shall be imposed to the public server that, when carrying out their activities or taking advance of their charge allows, authorizes or approves any of the behaviors mentioned in this article.

Article 195

Imprisonment from five to fifteen years shall be imposed and a fine from one hundred to three hundred days shall be imposed to anyone in possession of any of the narcotics mentioned in Article 193, without the corresponding authorization referred to in the General Health Law, provided always that such possession is with the intention to carry out any of the behaviors mentioned in Article 194.

No action shall be taken against whom not being a drug-dependent is in possession of any of the narcotics mentioned in Article 193, for one time and such amount that can be presumed that it is destined to his personal consume.

No action shall be taken for only possessing medicines mentioned amongst the narcotics referred to in Article 193, which sale to the public is conditioned to special requirements of acquisition, when due to

its nature and quantity said medicines are necessary for a treatment of a person in their possession or of other persons subject to the custody or assistance of the one that is in possession thereof.

Article 195 Bis

When the possession or transportation, for the quantity, as well as the other circumstances of the fact, cannot be considered as destined to carry out any of the behaviors referred to in Article 194 of this Code and not a member of a crime association, the penalties provided in the table mentioned in appendix 1 of this ordinance shall be applied, if the narcotic is not included therein, up to half of the penalties mentioned in the above article shall be applied.

Article 196

Penalties that, in its case, are applicable for crimes mentioned in Article 194 shall be increased one half, when:

I. It is committed by public servers in charge to prevent, report, investigate or judge crimes perpetration against health or by a member of the Mexican Armed Forces in retirement situation, reserve or active. In this case, to said public servers in addition, shall be imposed suspension to carry out their charge or commission in the public service, up to five years, or destitution and disqualification up to a period equal to the imprisonment penalty imposed. Regarding a member of the Mexican Armed Force in any of the situations mentioned, shall be imposed, in addition the definitive discharge from the Armed Force belonging to and shall be disqualified up to a period equal to the imprisonment penalty imposed, to carry out a public charge or commission, if the case may be;

II. The victim were to be under age or disabled to understand the importance of the behavior or to resist the agent;

III. Under age or disable under age persons are used to commit any of these crimes;

IV. It is committed in educational, welfare, policy or imprisonment centers, or their surrounding areas with whom they used to go.

V. The behavior is made by professionals, technicians, assistants or personal related with health labors in any of their branches and use this situation to commit crimes. In this case, it shall be imposed, in

addition, the suspension of rights or functions for the professional practice or trade, up to five years and disqualification up to a period equivalent to the imprisonment imposed.

VI. The agent appoints another person to commit any crime of the ones foreseen in Article 194, taking advance of the family or moral connection or to the authority or hierarchy thereupon; and

VII. Dealing with the possessor proprietary, leaser or user of an establishment of any nature and use the same to carry out any of the crimes foreseen in this chapter or allows its carrying out by third parties. In this event, in addition, the establishment shall be definitively closed.

Article 196 Ter

Imprisonment from five to fifteen years and a fine from one hundred to three hundred days shall be imposed, as well as confiscation of the instruments, objects and products of the crime, to the one that diverts or by any means contributes to divert chemical forerunners, essential chemical products or machinery, for farming, extraction, production, preparation or conditioning of narcotics in any form prohibited by Law.

The same imprisonment penalty and fine, as well as disqualification to carry out any job, charge or public commission up to five years shall be imposed to the public server who, in the exercise of their functions, permits or authorizes any of the behaviors mentioned in this article.

They are chemical forerunners, essential chemical products and machineries defined in the law of the matter.

Article 197

Whoever, without a doctor's prescription legally authorized, gives to another person, either by injection, inhalation, ingestion or by any other means, any narcotic referred to in Article 193, from three to nine years in prison and a fine from sixty to one hundred days shall be imposed, whichever the quantity that was administered. Penalties shall be increased up to one half if the victim were to be under age or unable to understand the importance of the behavior or to resist to the agent.

To the one who improperly provides free or prescribes to a third party, adult, any narcotic mentioned in

Article 193, for his personal and immediate use, imprisonment from two to six years and a fine from forty to one hundred twenty days shall be imposed. Should the one who acquire the same is under age or disable, the penalties shall be increased up to one half.

Same penalties in the above paragraph shall be imposed to whom induces or assists another one to consume any of the narcotics mentioned in Article 193.

Article 198

The one who having as a main activity country labors, farming, sowing, harvesting marihuana, poppy, hallucinogens mushrooms, peyote or any other vegetable producing similar effects; by his own account, or with third parties financing, where poor instruction and economic extremely needs occur, imprisonment from one to six years shall be imposed.

Same penalty shall be imposed to whom in a premise property thereof, tenancy or possession, agrees to sew, sowing or harvest said plants in circumstances similar to the previous hypothesis.

If behavior mentioned in the above two paragraphs do not concur the circumstances mentioned therein, the penalty shall be up to two third parties as provided in Article 194, provided always that the sowing, farming or harvest are made with the intention to carry out any behaviors provided in factions I and II of said article. If this end is missing, the penalty shall be from two to eight years in prison.

If the crime were to be committed by a public server pertaining to any police corporation, shall be imposed, in addition to the destitution of the employment, charge or public commission and shall be disqualified from one to five years to carry out any other job, and if the crime were to be committed by a member of the Mexican Armed Force in retirement situation, reserve or active in addition the definitive discharge from the Armed Force belonging to and shall be disqualified from one to five years to carry out a charge or public commission.

Article 199

To the drug-dependent who owns for its strict personal use any narcotic of the ones mentioned in article 193, no sanction shall be applied. The Public Attorney or the judicial authority aware of this, as soon as they know about any procedure that a person related

with him is a drug-dependent, has to immediately inform the sanitary authorities, in order to provide the corresponding treatment.

Every indict or sentenced being a drug-dependent shall be subject to a treatment.

To grant conditional sentence or parole benefit, when valid, shall not be considered as a misconduct background the one regarding drug-dependent, but it shall be demanded in all cases that the sentenced be submitted to an adequate treatment to be cured under the supervision of the executing authority.

Article 400

Imprisonment from three months to three years and a fine from fifteen to sixty days shall be applied to:

I. With the Intention of any benefit, after committed the crime and without having participated therein, acquires, receives or concealed the product from a person having been aware of that circumstance.

Should the one who received the thing in sale, pledge or under any concept, has no knowledge of the illicit origin of it, for not having taken the necessary precautions to be sure that the person from whom it was received had the right to dispose of it, the penalty shall be decreased up to one half;

For the purpose of the above paragraph, the purchasers of the motor vehicles have to deal with the transfer or regularization of the vehicle, being sure of its legal origin;

II. Provides assistance or cooperation of any kind to the crime perpetrator, being aware of this circumstance, due to an agreement after the execution of the mentioned crime;

III. Conceals the responsible of the crime, the effects, objects or instruments thereof or prevent that it is found out;

IV. Required by the authorities, not to assist for the investigation of the crimes or to persecute the delinquents; and

V. Does not try, by the licit means at hand and without any risk for his person, to prevent consummation of the crimes that he is aware that they are going to be committed or are being committed, unless he has the obligation to face the risk, in which case, shall abide to what is mentioned in this article or in the applicable standards.

The penalty mentioned in this article in case of fraction III, regarding the concealment of the transgressor shall not be applied, and IV when dealing with:

- a) The consanguineous ascendant or descendant or relatives:*
- b) The spouse, the concubine, the concubinary and collateral relatives by consanguinity up to the fourth degree, and by affinity until the second; and*
- c) The ones connected with the delinquent by love, respect, gratitude or close friendship resulting from noble motives.*

The judge, taking into account the nature of the action, the personal circumstances of the prosecuted and others mentioned in Article 52, may impose, in the event of concealment cases referred to in fractions I, first paragraph and II to IV of this article, instead of the sanctions mentioned, up to two third parties of the ones that might correspond to the perpetrator of the crime; having to mentioned in the judgment the reasons on which it is based to apply the sanction authorized in this paragraph.

Article 400 Bis

Imprisonment from five to fifteen years and a fine from one thousand to five thousand days shall be imposed to the person who by himself or by interposal person carries out any of the following behaviors: acquires, sales, manages, custodies, changes, deposits in guarantee, invests, transports or transfers within the national territory, from this country to abroad or vice versa, resources, rights or goods of any nature, being aware that the same come from or represent the product of an illicit activity, with any of the following intentions: conceal or pretend to conceal, cover up or prevent to know the origin, location, destiny or property of said resources, rights or goods, or to encourage any illicit activity.

Same penalty shall be applied to employees and executives of the institutions forming part of the financial system that fraudulently help or assist other person to commit the behaviors mentioned in the above paragraph, without prejudicing the corresponding proceedings and sanctions according to the financial law in force.

The penalty mentioned in the first paragraph shall be increased in one half, when the illicit behavior is committed by public servers in charge to forewarn, denounce, investigate or judge the crimes committed. In this case, in addition, disqualification for carry out job, charge or public commission shall be imposed to say public servers up to a period equal to the imprisonment penalty imposed.

In the event of behavior foreseen in this article, in which services of institutions forming part of the financial system are used to proceed criminally the previous report of the Secretaría de Hacienda y Crédito Público shall be required.

When said Secretaría, in the exercise of their control faculties, find elements permitting it to presume the commission of the crimes referred to in the above paragraph, should exercise regarding the same verification faculties granted by the laws, and if the case may be, report the facts that probably may constitute said illicit.

For the purpose of this article it is understood that they are product of an illicit activity, the resources, rights or goods of any kind, when there exist justified indications or certainty that are coming directly or indirectly or represent profits derived from committing any crime and the legitimate origin cannot be proven.

For the same purposes, the financial system is integrated by credit, insurance and bond institutions, general deposit storehouses, financial leasing companies, saving and loan societies, financial companies of limited object, credit unions, companies of financial factorage, brokerage firms and other stock brokers, money exchange offices, retirement fund administrators and any other financial or bill of exchange broker.

“Complying with what is mentioned in article 202 of the Law for Insurance and Bonds Institutions, the contractual document and the technical note forming part of this insurance product, were registered before the National Commission for Insurance and Bonds, as of July 7, 2000, with number DVA-S-324-2000; November 16, 1998, with number DVA-640-98; January 29, 2001, with Official letter number 1107; April 3, 2001, with Official letter number 2956; September 30, 2003, with number CNSF-S0022-0697-2003; September 21, 2004, with number CGEN-S0022-0043-2004; June 28, 2005, with number CGEN-S0022-0077-2005; November 15, 2005, with number CGEN-S0022-0147-2005; January 10, 2006, number CGEN-S0022-0261-2005; October 18, 2006, number BADI-S0022-0083-2006; April 5, 2010, number CGEN-S002-0056-2010; June 30, 2011, number CGEN-002-0092-2011; February 21, 2017, number CGEN-S0022-0042-2017/ CONDUSEF-001106-01”.