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Introduction

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The Autotal Tourist Policy provides an excellent specialized bilingual (english/spanish) services 24 hours a day during 365 days a year, via telephone as of the time the notification of the loss occurrence, during the attention process and up to the conclusion thereof, and bilingual adjuster to attend losses.

1. Property damage

Your vehicle is covered against collisions and overturns, glass breakage, fire, lightning and explosion, cyclone, hurricane, hail, earthquake and volcanic eruption; riots; transportation.

2. Total theft of the vehicle

This coverage insures your vehicle against total theft and the property damage that the vehicle could suffer as a consequence of the theft.

3. Civil liability for damage to third parties

Covers the civil liability in which the insured or other person using the vehicle, may cause, whether material damage to property belonging to third parties and/or bodily injury.

4. Medical expenses for occupants

Cover medical expenses for hospitalization, medicines, medical assistance and nurse, incurred from bodily injuries suffered by the insured or the occupants of the vehicles as a result of an accident during transit.

5. Special equipment

The special equipment installed in the vehicle is covered against:

- Damage as a consequence of total loss of the vehicle.
- Theft, damage or loss of special equipment, as a consequence of total theft of the vehicle.

6. Adaptations and conversions

Adaptations or conversions installed in the vehicle are covered against:

- Damage as the result of the total loss of the vehicle
- Theft, damage or loss of adaptations and conversions as a consequence of total theft of the vehicle.

7. Legal assistance

In addition to the civil liability coverage, Autotal Turista provides legal assistance necessary to facilitate and, if the case may be, to have the driver released on bail and the liberation of the vehicle insured.

8. Traveling assistance

A) Medical assistance

Medical advice, medical transfer, hotel expenses for convalescence; transfer or repatriation to the place of residence, round trip ticket for a relative, meals and lodging expenses; repatriation in the event of death or local burial and unexpected return to the place of residence.

B) Automobile assistance

Shipment and tax expenses; hotel expenses (average); rented car or taxi services; driver for return trip to the place of residence, assistance in the procedure for presenting the official communication of the total theft of the vehicle.

C) Personal assistance

Administrative assistance and transfer of messages.

What to do in the event of a loss?

1. Immediately report the loss to the following telephone numbers:

Federal District: 54-47-8080
Within the Republic of Mexico: 01-800-911-90000

2. Remain in the place where the loss occurred up to the adjuster, lawyer or competent authority arrival.
3. Does not effect any type of arrangement up to the adjuster arrival.
4. Present to the adjuster:
 - A) Tourist automobile insurance policy or copy thereof.
 - B) Driving license of permit in force.
5. If the affected parties do not reach to an agreement, it shall be necessary to go to the public attorney's office.
6. The adjuster and the lawyer shall go with you to the public attorney's office.
7. Provide a statement of the facts to the public attorney.
8. If the authorities so requires, the vehicle, object of the negligent illicit, has to be delivered to the authorities, as judicial depository, requesting them an inventory of the same.
9. The public attorney's office shall determine the freedom on bail and the guaranty to indemnify the damage, based on the valuation on the damage, during the ministerial inspection and other elements of proof available.
10. To prove the ownership of the vehicle that caused the damage, if the illegal act so permits it, once the authorities releases it.
11. The lawyer shall carry out before the public attorney's office, if the illegal act so permits it, the liberation of the vehicle and the arbitration report, as well as copies of the same.
12. If the liberty is obtained, he/she shall be subject to the rules and regulations of the competent authorities of the Republic of Mexico.

Necessary documents to handle indemnities affecting different coverages integrated to the automobile tourist policy

Section I. Formal presentation of claims

Upon the loss occurrence affecting any of the insurance coverages under the policy, the insured shall formalize his/her claim by presenting the following documents:

Accident declaration format, duly filled in (provided by the company)

Photocopy of the driving license or permit (only for collision, over turn and civil liability).

Section II. Coverage for material damage

1. On losses causing partial damage to the unit insured, only the documents mentioned in Section I of these instructions shall be required.
2. If the unit cannot be repaired, and shall be considered as total loss by the company, the following documents has to be presented:
 - A) Original invoice of the vehicle or property title (endorsed to the company).
 - B) Original of the policy affected.
 - C) Identification of the owner.
 - D) Temporary permit for going into the country.

Section III. Coverage for total theft

Certificates or reports issued to the authorities:

- A) Certified copy of the report issued by the attorney's office that corresponds to the district where the loss occurred with all the characteristics of the theft vehicle.
- B) Certified copy of the report issued by the federal highway patrol or by the transit and police authority corresponding to the place where the loss occurred.
- C) Original invoice of the vehicle or property title (endorsed to the company)

The indemnity for total theft shall be paid at the place where the policy was purchased.

Section IV. Coverage for civil liabilitybodily injury and/or property damage

On losses affecting this coverage, the insured shall immediately inform the company, and he/she shall not accepted any responsibility or make any arrangement prior to the adjuster arrival.

Section V. Coverage for medical expenses for occupants

The company will give to the policyholder or the hurt person, an order to be attended by the doctors or hospitals who lend their services to Seguros Inbursa; if it is not possible you will give us the next documents.

1. Medical form or medical report endorsed by the doctor who gives the medical attention (this form will be proportionated by Seguros Inbursa).
2. Original invoices from the hospital and medical honorarium receipts with fiscal requirements and notes or invoices of medicines accompanied by the corresponding prescriptions.

Section VI. Coverage for special equipment

Under this coverage the indemnities will remain subject to the confirmation of the existence of the affected equipment coverage by this insurance policy. Seguros Inbursa will request all the proofs that it trust convenient to justify said equipment.

Section VI. Adaptations and/or conversions

As the coverage for special equipment, it will be necessary to present the original invoice with the serial numbers or the conversion's registry, to prove the adaptation and/or conversion carried out in the vehicle, (truck, torton, tractocamión, van, pickup, tram, campers, etc.).

General conditions for tourist automobile policy

The company and the insured have agreed the coverages and basic sums insured that appear as contracted in the policy cover, with the understanding that one or more of the basic coverages can be selected, and in addition, if so desired, one or more additional coverages. For the effects of this contract, the concept vehicle includes, the automotive unit including the parts that as equipment in serial the manufacturer originally adapts to each model and specific type which is presented in the market and that is specified in the policy cover.

The perils that can be insured under this policy, are described in the coverage specification that are mentioned hereinafter and which contracting by so indicating in the corresponding notes in the policy cover, subject to the maximum liability limits mentioned there into.

All and each one of these coverages operate only in the Mexican Republic, except for expressed agreement.

Important

All the indemnities paid as a consequence of a loss affecting the coverages specified under this policy, regarding procedures of legal type, lawsuits, disputes, etc., shall be made within the territory of Mexico and under the terms that the law in this matter provides and in the tribunals of the Republic of Mexico.

The company shall provide the advice and assistance for the actions referring to such procedures.

Likewise, the company shall provide bilingual services (spanish and english) 24 hours a day, during 365 days a year, via telephone to the insured, as of the time he/she informed about the loss occurrence, during the time he/she is attentended and up to the conclusion there of.

Clause 1. Coverage specifications

1. Property damage

Loss or damage to the vehicle as a consequence of the following perils:

1.1 Collisions and overturns

1.2 Glass breakage, windshield, side windows, glass vents and rear window.

1.3 Fire, lightning and explosion

1.4 Hurricane, hail, earthquake, volcanic eruption, avalanche, landslide or rocks collapse, falling or collapse of constructions, buildings, structures or other objects, falling of trees or braches and flood, tornado, strong wind and land sinking.

1.5 Acts of persons taking part in work stoppages, strikes, labor disturbances, political meetings, riots, mutiny or deliberate mischief during such acts, or arising from measures of repression by legally constituted authorities, during the exercise of their functions in such acts.

1.6 Transit

Grounding, sinking, fire, explosion, collision or overturn, derailing or the fall of the means of transportation on which the vehicle is being carried; falling of the vehicle during the loading, transshipment or unloading operations, as well as the contribution for general average, or salvage charges.

1.7 It is understood that the damage or material loss suffered by the vehicle, as a consequence of the above mentioned perils, shall be covered, even if they occur when such a vehicle has been involved in the crime of breach of trust, unless if such a crime is committed by members of the insured.

In the event of an accident while driving within the United States of Mexico and that the vehicle can not be repaired in the same place where the accident occurs, the company shall make the arrangements and pay the towage services up to the closest repair shop that the same may designate.

If the vehicle can not be repaired within the territory of Mexico, the company shall indemnify, in accordance with the amount of the damage and, afterwards shall make the arrangements and pay the towage services up to the nearest border with the United States.

The towage services do not include the use platform.

Deductible:

The coverage for property damage is contracted with the invariable application on each loss of an amount charged to the insured, called a deductible. This amount is calculated by applying to the sum insured at the time of the loss, the percentage mentioned in the policy cover, with a minimum of 150 U.S. dollars.

2. Total theft of the vehicle

The total theft of the vehicle is covered including loss or material damage suffered as a consequence of total theft. The protection of this coverage shall be in force even when loss arises as a result of breach of trust, unless when such a crime is committed by the insured's family.

Once the insured has presented the documents duly filled out when reporting the theft of the vehicle to the company, this shall have thirty (30) consecutive days to carry out the pertinent actions to find the vehicle. If this is not found during that time, the company shall indemnify the insured with the amount agreed in the policy cover. The indemnity shall be paid in the offices of the company.

Deductible:

Coverage for total theft is contracted with the invariable application on each loss an amount charged to the insured, called a deductible. This amount is calculated by applying to the sum insured at the time of the loss, the percentage mentioned in the policy cover, with a minimum of 150 U.S. dollars.

3. Civil liability for damage to third parties

This coverage insures the civil liability incurred by the insured or any other person who with the specific or tacit permission of the insured, uses the vehicle, and as a consequence of such use, cause material damage to property belonging to third parties and/or bodily injury or death.

In addition and up to an equal amount of the maximum limit of liability, this coverage is extended to cover expense and cost that the insured or any persons using the vehicle with his/her specific or tacit permission, is sentenced in the case of a civil suit filed against him/her because of his/her civil liability. The maximum amount insured with which the company is participating in this coverage shall be specified in the policy cover and operates as a single and combined limit for different perils covered therein.

This coverage only operates under the laws, territory and tribunals of the United States of Mexico.

Prejudices or any other type of consequential losses are not covered.

Deductible:

This coverage operates without the application of any deductible.

4. Medical expenses for occupants

Medical expenses for hospitalization, medicines, medical assistance and nurses incurred from bodily injuries that the insured or any other occupant of the vehicle suffer as a result of an accident during transit, while traveling inside the compartment or cabin used for the transportation of people.

The medical expenses for occupants insured by the policy, include the following:

A) Hospitalization.

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

B) Medical assistance.

The services of physicians, surgeons, osteopath and physiotherapists legally authorized to practice their corresponding professional activities.

C) Apparatuses and/or prothesys.

The expenses necessary for dental prothesys, artificial eyes or members, and artificial orthopedic apparatuses needed as a consequence of an accident, shall be covered by the company up to the amount mentioned in the policy cover.

The above mentioned aids that form part of the insured's or occupant's body and that are damaged at the time of the accident, shall be included within the limits mentioned in the above paragraph.

D) Nurses.

The cost of the professional services provided by nurses, with a proper license to work.

5. Special equipment

5.1 Definition

It shall be considered as special equipment any part, optional accessory or sign installed at the express request of the buyer or owner of the vehicle, in addition to the parts and accessories that the manufacturer originally installs in each specific model and type which is on the market.

5.2 Coverage

The perils insured under this coverage are divided in the following sections:

- A) *Material damage caused to the special equipment installed in the vehicle, as a consequence of total loss described in the coverage of material damage.*
- B) *Theft, loss or damage of special equipment, as a consequence of total theft of the vehicle and of the material damage or loss covered in the coverage of total theft.*

Sum insured:

The sum insured for special equipment shall be limited up to an amount equivalent to 50% of the value of the vehicle.

Deductible:

This coverage is contracted with the invariable application to each claim of an amount paid by the insured called deductible, computed under the percentages mentioned section 1) material damage and 2) total theft for this policy applicable to the sum insured of the coverage of special equipment.

The description of the insured parts and the sum insured for each and copy of the original invoice shall be enclosed to this policy and in no case, the indemnity shall exceed the sum insured of the goods at the time of the loss.

6. Adaptations and conversions

6.1 Definition

When dealing with an automobile policy, all modification to the mechanisms and/or instruments required for the normal function of the automobile for which it was designed, shall be considered as adaptation or conversion.

6.2 Coverage

The perils insured by this section are divided in the following sections:

- A) *Material damage caused to the adaptations and conversions installed in the vehicle as a consequence of the perils mentioned in the coverage of material damage.*
- B) *Theft, damage or loss to the adaptations or conversions as a consequence of total theft of the vehicle and of the material damage or loss insured under the coverage of total theft.*

Sum insured:

Sum insured for adaptations and conversions shall be limited up to an amount equivalent to 50% of the value of the vehicle.

Deductible:

This coverage is contracted with the invariable application on each loss of a deductible amount paid by the insured, computed under the percentages agreed for sections 1) material damage and 2) total theft for this policy applicable to the sum insured of the coverage of adaptations and conversions.

The description of the property insured and the sum insured for each one of them shall be enclosed to this policy and, in no event, the indemnity shall exceed the sum insured of the property at the date of the loss.

7. Legal assistance

In addition to the civil liability coverage, the insurance company agrees to provide legal assistance to facilitate, and if the case may be, to have the driver released on bail and the liberation of the vehicle insured, when it legally proceeds in the event of an accident, resulting from the penal liability in which the driver of the vehicle may incur for material damage or bodily injury for third parties or to the "vías generales de comunicación" (public roads), being in charge of the defense, taking care of the process up to the conclusion of the trial, interposing all the resources required by the law and granting the bails and/or bonds required in cash, up to an amount equivalent to the limit stipulated in the policy cover for this coverage.

The territory for this coverage is within the limits and under the Republic of Mexico laws.

Coverage for travel assistance

Definitions.

Breakdown: Any accidental and unforeseen damage, breakage and/or physical loss, that prevents the insured vehicle from circulating throughout the Republic of Mexico.

Driver: Any persons driving the insured vehicle, only if and when he/she is over the age of 18 and is in the possession of a driver's license at the time the accident.

Family: This refers exclusively to the spouse and children under the age of 18, of the insured.

Relatives: This refers to father, mother, spouse and children of the insured or of the person driving the vehicle.

Occupants: All persons traveling inside the vehicle at the time of the accident, with the exception of persons that are hitchhikers, the latter shall not be entitled to medical assistance.

Country of residence: For the purpose of travel assistance, the United States of North America or Canada.

Permanent residence: For the purpose of travel assistance, the usual address of the beneficiaries in the United States of North America or Canada.

Representative: Any person who may or may not be accompanying the beneficiary, and who takes the necessary steps to obtain travel assistance.

Insured: Any person in whose name the policy that insures the vehicle, is issued.

8. Traveling assistance

8.1 Medical assistance

Beneficiary: The person in whose name the policy is issued and his/her family, who shall be entitled to receive the medical assistance in the event of an sickness, accident or automobile accident, the driver and occupants of the vehicle, only receive medical assistance in the event of an automobile accident.

8.1.1 Medical advice

When the beneficiary needs medical assistance, the medical staff of the company, shall advise the beneficiary as to the steps to be taken in each case.

The medical staff of the company shall not provide a diagnosis, but at the request of the beneficiary, and for the account of the latter, shall make available the doctors necessary to make the diagnosis, be it by:

- A) *A personal visit by a doctor, or*
- B) *Making an appointment with a doctor, or with a hospital, which shall be paid for by the beneficiary.*

8.1.2 Medical transfer

In the event that the beneficiaries are injured or suffer traumas of such a nature that the company doctors, in conjunction with the attending physician, recommend hospitalization, the company shall arrange and pay:

- The transfer of the beneficiaries to the nearest hospital and

- If it were necessary for medical reasons:

- A) *The transfer, under medical supervision, and by the most adequate means (including, without limitation, the use of air ambulance, commercial airline or ambulance) to the medical center that is most appropriate for the type of injuries or lesions that each beneficiary has, or,*

- B) *If the medical conditions permits the transfer or repatriation of the beneficiary, the medical staff of the company shall make the arrangements, under medical supervision for said transfer by commercial airlines, to the hospital or medical center that is near to the place of permanent residency in the United States. The medical staff of the company and the attending physician shall take the necessary steps to see that this transfer or repatriation is carried out.*

In each case, the medical staff of the company, together with the attending physician, shall decide as to the best time for the transfer to take place along with the dates and most appropriate means of transportation.

8.1.3 Hotel expenses during the period convalescence

The company shall pay for the expenses that are incurred during a prolonged stay in a hotel selected by the beneficiary, immediately after being discharged from the hospital in the city where medical attention is being provided to the beneficiary. This stay must have been prescribed by the local doctor or the medical staff of the company.

This service is limited to 60.00 U.S. dollars per day with a maximum of 10 (ten) consecutive days in the Republic of Mexico.

8.1.4 Transfer or repatriation to the place of residence

If the beneficiary, after having been treated locally, is in the opinion of the attending physician and the medical staff of the company, not able to return to his/her permanent place of residence as a normal passenger, or use the means of transportation previously contracted, the company shall arrange the transfer or repatriation through a commercial airline and shall pay the additional expenses that become necessary as well as the airplane ticket in economic class for the beneficiary.

In each case, the medical staff of the company, and the attending physician, shall decide on the appropriate time to transfer and/or repatriation and shall determine the dates and means of transportation.

8.1.5 Round trip ticket for a relative, including meals and lodging expenses

In the event of hospitalization of the named insured in the policy and for a period of time not to exceed 10 (ten) consecutive days, the company shall provide a round trip ticket (economy class and originating at the place of residence of the beneficiary in the United States) to the person designate by the beneficiary to accompany him/her.

In addition, the company shall pay for meals and lodging to the designate person up to a maximum of \$80.00 U.S. dollars per day for a maximum of 20 (twenty) natural consecutive days.

8.1.6 Repatriation in the event of death/burial

In the event of the death of the beneficiary, the company shall make all of the necessary arrangements (including any legal requirement) and shall arrange:

- A) *Transfer the remains or ashes to the place of burial at the permanent place of residence of the beneficiary, or*
- B) *At the request of the family, the legal heirs or representatives of the beneficiary, burial at the place where the death occurred. The company shall absorb these expenses only up to the amount that it would cost to transfer the remains to the permanent place of residence of the beneficiary.*

8.1.7 Unexpected return to home

The company shall arrange and pay for the extra expense necessary for the unexpected return of the designated insured via a commercial airline (economy class), to its place of residence because of the death of an immediate relative.

8.2 Automobile assistance

Beneficiary: for each section mentioned hereinafter, the driver of the vehicle shall be considered as the beneficiary, or when he/she is not present, the representative.

8.2.1 Shipment and towage expenses

In the event of an accident while traveling in the Republic of Mexico and the automobile cannot be repaired at the place where the accident took place, the company shall arrange and pay for its account the tow charges up to the maximum limit of 300 U.S. dollars, per trip and per vehicle and up to 600 U.S. dollars per year and per vehicle of the total cost of towing the vehicle to the place that the beneficiary may designate or, shall tow the vehicle without cost to the closest repair shop that the company may designate or to the border with the United States of North America.

In the event the beneficiary were to designate the place where the vehicle is to be towed, the amount of the charge that exceeds 300 U.S. dollars shall be paid by the beneficiary directly to the person who provided the service, in accordance with the tariff that the latter has in effect at the time the service was performed.

In all instances the beneficiary or its representative if it's possible shall accompany the towtruck during the time of transfer.

The tow services does not include the use of a truck with a platform.

8.2.2 Hotel expenses due to a loss

If the repair of the vehicle takes more than 8 (eight) hours, the company shall pay for the stay in a hotel selected by the beneficiary. This service is limited to 60 U.S. dlls. per vehicle and per event with a maximum of 120 U.S. dlls. in total.

8.2.3 Rented automobile/taxi service

If the repair of the vehicle takes more than 36 (thirty six) hours, the company shall pay for the rent of an automobile designated by the company. This service is limited to 4 (four) days.

In the event that it is impossible to rent an automobile, the company shall pay up to \$75 U.S. dlls. per day, and up to 4 (four) days, for expenses incurred for taxis, bus, train or any other means of authorized transportation.

8.2.4 Driver for return trip to the place of residence

If in the opinion of the attending physician or of the medical staff of the company, the driver, because of an accident or illness can not drive his/her automobile and is not being accompanied by a person that can drive, the company shall provide and hire a driver to return to the place of permanent residence or up to the maximum limit of 5 (five) consecutive days.

8.2.5 Assistance in te presenting theft or loss of the vehicle

In the event of theft of the vehicle, the company shall provide information as to the procedure to follow, as of the time of search and up to the time of officially advising the proper authorities.

8.2.6 Hotel expenses following theft of vehicle

After the official communication to the proper authorities of the theft of the vehicle is made, the company shall pay for lodging at a hotel that was selected by the beneficiary. This service is limited to a maximum of \$60 U.S. dlls. per day and up to a maximum of 5 (five) consecutive days while traveling in the Republic of Mexico.

8.2.7 Transportation expenses following theft of the vehicle

After the official communication to the proper authorities of the theft of the vehicle is made, the company pays the rent of a similar automobile to the robbed automobile, this benefit is limited a maximum 5 (five) days if the robbery occurs in Mexico, this automobile will be delivered in the city of permanent residence of the beneficiary.

In the event that it is impossible to rent an automobile, the company shall pay up to \$75 U.S. dlls. per day, and up to 5 (five) days, for expenses incurred for taxis, bus, train or any other means of authorized transportation.

8.3 Personal assistance

Beneficiaries: The driver and occupants of the vehicle who are entitled to this service while traveling within the Republic of Mexico.

8.3.1 Administrative assistance

In the event of theft or loss of the documents that are essential for the continuation of the trip, such as: passport, papers for the vehicle, etc., The company shall furnish the required information, and shall take the necessary steps with the authorities, in order to replace said documents that were lost or stolen.

8.3.2 Communications

The company, at the request of the beneficiary, relay those urgent messages that are sent to them and that deal with the question of assistance.

Clause 2. Perils not covered under the contract but that can be insured by special agreement

1. Damages that the vehicle may suffer or cause as a consequence of:

- A) Put it to use for purpose other than the one indicated in this policy, and which implies an increase in risk.
- B) Haul trailers.
- C) Use of the vehicle for teaching purposes or to provide instructions as to the manner it operates and functions.
- D) To participate with the vehicle either directly or indirectly in races, or in safety, resistance or speed tests.

2. The civil liability of the insured for damage to third parties, be it property damage or bodily injury, caused by the cargo that the vehicle is transporting, the characteristics there of being of whatever nature, and only when the vehicle is not in operation or in the process of loading and unloading.

Clause 3. Perils not covered by the contract.

- 1. The damage that the vehicle suffers when it is driven by a person without driving license, issued by the competent authority, if this fact has influenced directly the loss.**

The driving permits, for the effects of this policy, are considered as driving license.

- 2. The loss or damage that the vehicle causes or suffers, as a consequence of bellicose operations, whether arising from war from abroad or civil strife, insurrection, subversion, rebellion, expropriation, requisition, confiscation, seizure, incursions or detention by the authorities legally recognized that due to their functions participate in such acts. The loss or damage that the vehicle suffers or causes when it is used for any military service, with or without the consent of the insured, is not covered.**
- 3. Any impairment, expenses, loss or indirect damage suffered by the insured, including the loss of use of the vehicle, except for them specified in this policy.**
- 4. Breakage, mechanical breakdown, factory defects or lack of resistance of any part of the vehicle resulting from its use, unless these were caused by one of the perils covered.**
- 5. Loss or damage due to natural deterioration of the vehicle or its parts, the depreciation in its value, as well as the material damage that the vehicle suffers and that are caused by its own cargo, unless these were caused by any of the perils insured.**
- 6. Loss or damage caused by the normal actions of tide, even when it causes a flooding.**

- 7. The damage that the vehicle suffers or causes for being overloaded or being submitted to excessive traction in relation with its resistance or capacity. In these cases the company shall not be liable for damage caused to viaducts, bridges, platform scales, and any other public road and objects or installations underground, due to vibration or the weight of the vehicle or load.**

Loss and/or damage for any modification to the original structure of the vehicle, with regard to the suspension and power outfit, in order to increase the loading capacity is not covered. This exclusion operates without regards as to whom performed the modifications.

- 8. Civil liability of the insured, for material damage to:**
 - A) Property under his/her custody or responsibility**
 - B) Property of persons that are civil depending of the insured.**
 - C) Property of to employees, agents or representatives of the insured that they meet within the secured vehicle.**
 - D) Property inside the vehicle insured.**
- 9. Civil liability for bodily injury to third parties when they are civil dependents of the insured or when they are at his/her service at the time of the accident or, when they are occupants of the vehicle.**
- 10. Loss or damage caused to the low parts of the vehicle when traveling off roads or when they are impassable.**
- 11. The damage that the vehicle suffers or causes, when it is driven by a person that at that moment is under the effects of alcohol or drugs, if these circumstances had an influence in a direct way on the accident causing the damage.**

12. The indemnities that the insured has to pay as well as the legal procedures started due to accidents suffered by the occupants of the vehicle that result in penal, or labor liabilities or obligations of any kind.

13. Exclusions to the coverage for travel assistance.

13.1 Assistance during trips or vacations of the beneficiaries, against the prescription of the attending.

13.2 Assistance before contracting the automobile insurance policy, do not have the right to the assistance services.

13.3 With the exception of what is mentioned in sections 4.2(a), 4.2(b) and 4.2(c) of clause 6 of the policy, regarding the obligations of the insured, the beneficiaries shall not have the right to be reimbursed by the company.

13.4 Assistance as a direct or indirect consequence of:

A) Strikes, war, invasion, acts of foreign enemy, hostilities (whether the war is declared or not), rebellion, civil strife, insurrection, terrorism, pronouncement, public demonstrations, popular uprising, radioactivity or any other force major cause.

B) Selfinjuries or direct participation of the beneficiary in intentional illegal acts.

C) The beneficiary participation in quarrels, except for selfdefense.

D) To practice sports as professional, the participation in official competitions and exhibitions.

E) The participation of the beneficiary and/or the automobile in any kind of races, official competitions of exhibitions.

F) Irradiations coming from nuclear transmutation or desintegration, radioactivity or any kind of accident caused by nuclear fuel.

G) Mental illness or alienation.

H) Any preexistent, chronic, recurrent illness and its convalescence, which is considered as part of the illness.

Being understood as preexistent illness:

—Those which symptoms or signs that cannot be unnoticed and which appear prior to the inception date of the policy.

—Those in which a previous medical diagnosis has been prescribed, prior to the inception date of the policy.

—Those that are evident.

I) Pregnancy during the last three months before the “probable date of the childbirth”, as well as the last one and the prenatal examinations.

J) Examination of the sight, in order to have or correct a graduation of the eyeglass as well as the surgical procedures as radial queratomies or any other type or surgery in order to modify refractory errors.

K) Illness, pathological states, accidents or automobile accidents as a result of the intentional ingestion or administration of toxic drugs, narcotics or the use of medicine without medical prescription or by ingestion of alcohol.

L) Suicide or illness and injuries resulting from the suicide attempt.

M) Injuries resulting from a handwork profession.

N) Intentional strikes or shocks, as well as the participation of automobiles in intentional criminal acts in which the beneficiary directly participates.

O) Maintenance operations, automobile reviews, major repairs and the fixing or assembly of parts previously disassembled by the beneficiary or by a third party, not authorized.

P) The lack of gas and/or oil, discharged batteries or in bad shape and flat tires or with little air are not entitled to the towage service. Except in a multiple flat tire.

Q) The towage of the automobile loaded or with injured persons, as well as to take the automobile obstructed or stuck out of a deep hole or precipice.

R) If the driver runs away from the place of the loss.

Clause 4. Premium and obligation of payment

1. Premium

The premium is due as of the moment the policy is contracted (art. 34, 40 and 41 of the law on the insurance contract)

2. Place of payment

The premium agreed upon has to be paid at the head quarter of the company against the corresponding invoice.

Clause 5. Liability limits

1. Sums insured

In the event of a total loss affecting the coverages for material damage or total theft, the amount to be indemnified for this concept shall be the sum insured agreed in the policy cover.

Clause 6. Obligations of the insured

1. In the event of a loss, the insured is obligated to:

A) Precautions

To execute all the actions intending to avoid or diminish the damage, if there is no danger in the delay, it shall ask for instructions to the company, having to be stuck to what it indicates.

If the insured does not comply with the obligations mentioned in the above paragraph, the company shall have the right to reduce the indemnity, up to the amount that it would be amounted if the insured were to comply with such obligations.

Expenses incurred by the insured, that are not evidently inappropriate, shall be covered by the company, and if it gives instructions, shall pay in advance these expenses.

B) Notification of loss

Give notice of loss to the company as soon as it comes to his/her knowledge, unless in cases of force major, if the beneficiary does not give notice on time, this action shall lead to reduce the indemnity to the original amount of the loss if the company would have received prompt notice on the same.

C) Notification to authorities

Present a formal accusation or complaint to the competent authorities when dealing with a theft or any other criminal act that might be subject to claim under this policy and cooperate with the company to recover the vehicle or the amount of the damage.

2. In the event of a claim presented by the insured, due to a loss affecting the coverages of this policy, the insured is obligated to:

A) Notification of the claim

To inform the company, as soon as he/she has knowledge of the event, the claims or accusations received by him/her or the representatives and to this effect shall send all the documents a copy of the same, that for this purpose were delivered to him/her.

Failure in complying with this obligation by the part of the insured, shall released the company to pay the indemnity corresponding to the coverage affected by the loss. The company shall not have the obligation to recognize any debts, transactions of any other judicial acts of a similar nature, made or arranged without its consent. The outwardly appearance of a fact cannot be assimilated to the recognition of a responsibility.

B) Cooperation and assistance of the insured to the company:

The insured is obligated, at the company's cost, in all civil proceedings that may start against him/her, due to the liability covered by this insurance, to:

-Provide all necessary information and proofs required by the company for his/her defense.

-Execute and put into force the actions and exceptions and defense according to its rights.

-To appear in every penal and civil proceedings. To grant power of attorney in favor of the lawyers and/or persons designated by the company to represent him/her in the mentioned penal and civil proceedings, in the event that he/she cannot intervene directly in all the proceedings.

3. Obligations to inform about other insurance

The insured is obligated to immediately inform the company, in writing, the existence of all the insurance contracted or would have contracted with other company, on the same peril and for the same interest, indicating the name of the insurer and the coverage, if this notification is not given, he/she shall be subject to what is mentioned in art. 100, 101 and other relative and applicable of the law on the insurance contract.

4. In the event of claims presented by the insured, regarding the coverage for travel assistance, the insured is obligated to:

4.1 Request for assistance

When the insured needs assistance and before taking any action, the beneficiary shall call the claims department of Seguros Inbursa, S.A., charged to the company, to the telephone numbers mentioned in the instruction manual for the insured, providing the following information:

- A) Place and if it's possible telephone number where the company can contact the beneficiary or the representative, as well as all the information that the assistance adjuster may request to locate him/her.
- B) Insured's name and number of the automobile policy.
- C) Description of the problem and type of assistance needed.
The medical and technical staff of the company shall have free access to the automobile, beneficiaries and clinical history to be familiar with the situation.

4.2 Notification to the company about the assistance

The services referred to in the special conditions for travel assistance, are the only obligation of the company, and only for an fortuitous or cause of force major or if the beneficiary is not in a position to request them in the terms of these special conditions, said beneficiary can directly contact third parties to request these services. In such a case, the company and in accordance with clauses 4.2(a), 4.2(b) and 4.2(c), shall reimburse the beneficiary the expenses incurred.

A) Danger of death

In the event of being in danger of death, the beneficiary or the representative, should always act with the maximum speedness to arrange the transfer of the injured to the closest hospital to the place where the accident took place, by the quickest and appropriate means of transportation or to take the most appropriate measures, and as soon as possible, to contact the alarm center of the company, to inform about this situation.

B) Hospitalization without prior notification to the company.

In the event of an accident, accident to the vehicle that requires the hospitalization of the beneficiary without prior notification to the company, the beneficiary or the representative, has to contact the center alarm of the company at the latest within the 3 (three) consecutive days after the accident, in the event that such a notification can not be given due to fortuitous or cause of force major, the insured has to inform it as soon as the impediment disappear.

C) Towage without prior notification to the company

In the event of an accident or damage to the vehicle which requires an urgent towage, without prior notification to the company, the beneficiary or the representative, has to contact the alarm center of the company is it's possible at the latest within the 24 hours after the accident or damage of the vehicle.

4.3 Medical transfer repatriation

In the event of a medical transfer or repatriation and in order to facilitate the participation of the company, the beneficiary or the representative has to inform:

-Name, address and telephone number of the hospital or medical center where the beneficiary entered.

-Name, address and telephone number of the attending physician, and if necessary, the data of the principal physician who normally treats the beneficiary.

The medical staff of the company or its representatives, should have free access to the medical file and to the beneficiary, to evaluate his/her condition.

In each case, the medical staff of the company, together with the treating physician shall decide as to the best time for the transfer and/or repatriation to take place along with the dates and most appropriate means of transportation and/or repatriation of the beneficiary.

4.4 Towage and repair the vehicle

In all cases when the vehicle has to be towed, is necessary that the beneficiary or the representative accompanies the trucktow during the transfer.

It is also necessary that the beneficiary or the representative be present at the time of the repair, specially if this is made in the place of the damage.

In the event of an accident, the beneficiary or the representative should conduct with the proper authorities, the necessary transfer permit, to this effect he/she shall receive the necessary assistance from the company.

4.5 General regulations for travel assistance

A) Cooperation with the company.

The beneficiary shall assist the company, at its cost, to recover the payments effected in its different participations, by providing all the documents to fulfill the necessary requirements.

Clause 7. Base for valuation and indemnity losses

1. If the insured has complied with obligation imposed by clause 6 point 1 item b (notification of loss) and the vehicle is free from any detention, seizure, confiscation or any other similar situation carried out by legally recognized authorities due to their functions, the company shall have the obligation to initiate, without delay, the valuation of the damage.

2. If the company does not initiate the valuation of the damage suffered by the vehicle, within the following 72 hrs. Following the notification of the claim and with the understanding of having complied with the preceding paragraph, the insured has the authorization to proceed with the repair of the same and demand the total payment from the company in the terms of this policy, unless by causes attributable to the insured, the valuation can not take place.

With the exception of what is mentioned in the above paragraph, the company shall not recognize the damage suffered or caused by the vehicle if the repair has been started prior the company's valuation of the damage.

3. When the valuation has been finished and the liability recognized and without prejudice for what is mentioned in art. 71 of the law on the insurance contract, the company should indemnify the insured in cash for the amount of the valuation of the damage suffered on the date of the loss.

The indemnity for partial losses shall cover the invoice value for spare parts and the hand work plus taxes, with regards to what is referred for total loss when the valuation of the loss is made, the sales price to the public for spare parts or accessories at the time of the loss shall be taken into account, it shall be adhered to the sum insured as per clause 5 in all events.

4. When the cost of repair of the damage suffered to the vehicle exceeds the 50% of the commercial value that the vehicle had immediately before the day of the loss, at the request of the insured, it should be considered that there was a total loss. Unless otherwise agreed, if the mentioned cost exceeds 75% of such value, it shall always be considered as total loss.
5. In the event of total loss affecting coverages 1,2,5 and 6, the company is obligated to indemnify the loss in accordance with the sum insured established in the policy cover.
6. The participation of the company in the valuation or any help that the company or its representatives give to the insured or third parties, does not imply the acceptance by the part of the company, of any responsibility with respect to the loss.
7. To comply with art. 71 of the law on the insurance contract, it shall be understood that the insured has complied with its obligation, by delivering to the company, the documents for each case specified in the instructions booklet that together with the policy shall be delivered and which is part of the same.
8. Delayed interest

In the event that the company, notwithstanding the fact that it received the documents and information to permit it to know the basis of the claim that has been presented, does not comply with the obligation to pay the indemnity, principal or rent in the terms of article 71 of the law on the insurance contract, instead of the legal interest applicable, the company shall be obligated to pay the insured, beneficiary or to a third injured party, a delayed interest annual equivalent to the interest rate that results highest than the other or security of Nacional Financiera S.N.C., in the foreign coin treat, if in the case of that coin don't exist, it's taking in dollars from United States of America. Said interest shall be computed as of the following day in which the thirty day term mentioned in that provision mentioned, is due.

In the event of lawsuits or arbitrations in the terms of article 135, fraction IV bis and 136 fraction II of the general law for insurance institutions and mutualist societies, the delayed interest shall be computed in accordance with what is mentioned in the same.

Clause 8. Territorial limits

The indemnity of any of the coverage insured by this policy takes action as long as the vehicle insured had suffered the risk inside of Mexican territory.

Clause 9. Salvage

In the event that the company pays the amount mentioned in the policy cover, it shall be entitled to dispose of the salvage in the proportion that returns you and of any other recovery, with the exception of the special equipment that was not insured.

Clause 10. Loss of the right to be indemnified

The obligation of the company shall cease:

1. If the insured, the beneficiary, the driver or its representatives, with the intention of making the company incur in an error, pretend or wrongfully declare facts which could exclude or restrict such obligations.
2. If at the time of the loss deceit or bad faith would exist on the part of the insured, the beneficiary, the driver or the assignees of any of them.
3. If the insured, the beneficiary, the driver or its representatives, with the intention of making the company incur in an error, do not opportunities give the company the information requested on the facts related to the loss and for which it can be determined the circumstances surrounding the same and its consequences.

Clause 11. Anticiped termination of the contract

The parties specifically agreed that this contract can be terminated with anticipation and by means of a written notice, the company shall have the right to that part of the corresponding premium in accordance with the short rate table authorized by the national commission for insurance and bonds.

When the company terminates the contract, it shall do so by written notice to the insured, and the coverage shall cease fifteen days after the notification has been presented. The company shall return the total unearned premium no later than the date of such notification, without this requirement it shall be considered that this cancellation did not take effect.

If before the end of the policy term contracted a loss of the vehicle insured were to occur, the company shall return, on a pro rata basis, that part of the unearned premium(s) corresponding to the coverages not affected by the loss. The same shall be applied when one or more coverages are contracted and the perils insured disappear as a consequence of events not insured.

Clause 12. Prescription

All the actions that emanate from this insurance contract prescribe in two years, commencing in the terms of article 81 of the law for insurance contract, as of the date of the event that originated the loss, unless the exception cases stated in article 82 of the same law.

The prescription shall be interrupted not only by ordinary causes, but also by naming the arbiter or by beginning the procedure mentioned in article 135 of the general law for insurance institutions and mutualist societies.

Clause 13. Competency

In the event of controversy, the claimant must go to the national commission for insurance and bonds at its head quarters or to its agencies as per the terms of articles 135 of the general law for insurance institutions and mutualist societies, and, if said organization is not designate as an arbiter, it may go to the proper tribunals corresponding to the address of the company.

Clause 14. Subrogation

The company shall subrogate itself on the insured's rights up to the amount paid, as well as of the corresponding actions, against the culprits or responsible of the loss, if so required by the company, the insured shall ratify the right of subrogation in a public document, penal accusation or complaint, at the expense of the company, if due to the insured's acts or omissions the total subrogation right is impede, the company shall be released of its obligations, in accordance with what is stablished in article III of the law on the insurance contract.

If the damage were indemnified only in part, the insured and the company may concur to exercise their rights in ther corresponding proportion.

Clause 15. Acceptance of the contract (Art. 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 insured may request the corresponding ratification within thirty days following the date the policy is received. After this date the stipulations of the policy or its modification are considered as accepted.

Clause 16. Language

The english wording for this policy has been issued only as a courtesy, however, in the even of controversy, the spanish wording containing the official conditions for this contract shall prevail.