

# **MOTOR INSURANCE TOURISTS**

General Conditions

**April 2022**

## Table of Contents

<b>DEFINITIONS OF GENERAL CONDITIONS</b> .....	<b>4</b>
<b>SPECIFICATION OF COVERAGES</b> .....	<b>10</b>
SECTION 1 – MATERIAL DAMAGE .....	10
SECTION 2 – TOTAL THEFT.....	10
SECTION 3 – CIVIL LIABILITY FOR PROPERTY DAMAGE TO THIRD PARTIES .....	11
SECTION 4 – CIVIL LIABILITY FOR BODILY INJURY TO THIRD PARTIES .....	11
SECTION 5 – MEDICAL EXPENSES OF OCCUPANTS .....	12
SECTION 6 – RISKS AND GOODS NOT COVERED BY THE CONTRACT, WHICH MAY BE COVERED BY EXPRESS AGREEMENT. ....	13
<i>Section 6.1. Special Equipment.</i> .....	13
<i>Section 6.2. Adaptations and Conversions.</i> .....	13
<i>Section 6.3. Trailers and Boats</i> .....	14
<i>Section 6.4. Vandalism.</i> .....	15
<i>Section 6.5. Partial Theft</i> .....	15
<i>Section 6.6. Payment of Labor Costs</i> .....	16
<i>Section 6.7. Extension of Civil Liability</i> .....	16
<i>Section 6.8. Civil Liability for Damage Caused by Cargo</i> .....	17
<b>GENERAL CONDITIONS</b> .....	<b>19</b>
CLAUSE 1. GENERAL EXCLUSIONS.....	19
CLAUSE 2. PREMIUM.....	21
CLAUSE 3. CURRENCY .....	21
CLAUSE 4. EARLY TERMINATION OF THE CONTRACT .....	21
CLAUSE 5. LOSS PAYEE OR IRREVOCABLE SOLE BENEFICIARY .....	23
CLAUSE 6. COVERAGE TERRITORY .....	23
CLAUSE 7. PRECAUTIONS IN THE EVENT OF A LOSS .....	23
CLAUSE 8. LOSSES .....	23
CLAUSE 9. CONCURRENCE .....	24
CLAUSE 10. VALUATION BASIS AND INDEMNITY FOR DAMAGE .....	24
CLAUSE 11. MAXIMUM LIMITS OF LIABILITY .....	26
CLAUSE 12. LOSS OF THE RIGHT TO BE INDEMNIFIED .....	27
CLAUSE 13. SUBROGATION .....	28
CLAUSE 14. SALVAGES .....	28
CLAUSE 15. AUTOMATIC REINSTATEMENT OF THE SUM INSURED.....	28
CLAUSE 16. EXPERT'S REPORT .....	29
CLAUSE 17. INTEREST IN ARREARS.....	29
CLAUSE 18. JURISDICTION.....	31
CLAUSE 19. EXPIRY .....	31
CLAUSE 20. COMMISSION AND DIRECT COMPENSATION.....	31
CLAUSE 21. ACCEPTANCE OF THE CONTRACT (ARTICLE 25 OF THE INSURANCE CONTRACT ACT).....	31
CLAUSE 22. LEGAL FRAMEWORK .....	32
CLAUSE 23. PRIVACY NOTICE.....	52
CLAUSE 24. INCREASE IN HAZARD .....	52
CLAUSE 25. SUBMISSION OF CONTRACT DOCUMENTATION .....	53
CLAUSE 26. ELECTRONIC SUBMISSION OF CONTRACT DOCUMENTATION.....	54
CLAUSE 27. CYBERATTACK .....	54
CLAUSE 28. AMENDMENTS TO THE CONTRACT .....	55
CLAUSE 29. COMMUNICATIONS.....	56
CLAUSE 30. VALIDITY.....	56
POLICY ABBREVIATIONS .....	56
<b>DEFINITIONS OF ASSISTANCE</b> .....	<b>59</b>
<b>INSURANCE ASSISTANCE</b> .....	<b>60</b>
ROAD ASSISTANCE .....	60
<i>Travel Assistance Clauses</i> .....	60
LEGAL ASSISTANCE.....	63

**General Conditions and Assistance  
Tourist Auto Insurance**



*Legal Assistance Clauses* ..... 63  
MEDICAL EVACUATION ..... 66  
*Medical Evacuation Clauses* ..... 66  
ROAD ASSISTANCE, MEDICAL ASSISTANCE, AND TRAVEL ASSISTANCE ..... 67

## **Definitions of General Conditions**

For the purposes of this Policy, the parties agree to adopt the following definitions:

### **Breach of Trust**

The crime consisting of someone, to the detriment of another (vehicle owner), taking advantage for themselves or for another, of the insured vehicle, of which the possession but not the ownership has been transferred to them.

### **Adaptations and/or Conversions**

Any modification or addition to the bodywork, structure, coating, mechanism and/or parts required by the insured vehicle for its operation.

It requires specific coverage, for which the description of the insured property and the sum insured for each item shall be stated in an endorsement to be added to and become part of the Policy.

### **Increase in Hazard**

Any act that increases the insured risk, as well as the possibility of a more severe loss.

Increase in hazard in Insurance is regulated by the Insurance Contract Act, **Articles 52 and 53<sup>1</sup>**.

### **Insured**

Natural person or legal entity, holder of the interest exposed to the risk to whom the rights and obligations deriving from the insurance contract correspond, if applicable.

### **Competent Authority**

Person or institution to whom certain responsibilities and obligations pertain or correspond.

### **Loss Payee**

Natural person or legal entity who, in the event of total loss or total theft of the insured vehicle, shall be indemnified in the first place and up to the amount of the insurable interest they have on the unit, provided that indemnity is applicable under the terms of this contract.

The loss payee may be unique and irrevocable and shall be stated in writing either on the Policy declarations page or by endorsement.

### **Repair Center**

It is the place that has the necessary and adequate equipment to carry out the valuation, repair and/or reconditioning of the insured unit.

### **Collision and/or Overturning**

The impact, in a single event, of the vehicle with one or more objects, including the vehicle itself, resulting in material damage.

### **Driver**

Any natural person who drives the insured vehicle.

### **Contracting Party**

Natural person or legal entity whose insurance application has been accepted by Zurich, based on the information and reports provided by the former, who therefore enters into the insurance contract and assumes the obligations arising therefrom, except for those that expressly correspond to the Insured or Beneficiary.

### **Purchase Price**

It is defined as the cost necessary for the marketing of an insurance product, e.g. the commissions described in Clause 20, Commission and Direct Compensation.

---

<sup>1</sup> General Conditions, Clause 22a. *Legal Framework*.

**Deductible**

Amount that invariably remains the responsibility of the Insured and shall be deducted from the indemnity corresponding to each loss. It is determined by applying the percentages or amounts specified on the Policy declarations page, under the terms and conditions described for each coverage.

**Disappearance**

Disappearance of the vehicle and/or Driver that occurs inexplicably or without apparent cause.

**Blown Engine**

Blown Engine shall be understood as the breaking, bending or damage to any or all of the internal components of the engine as a result of a loss.

**Breakdown or Mechanical Failure**

Any damage, breakage and/or fortuitous deterioration that prevents the normal operation of the insured vehicle.

**Ownership Documents**

Original invoice or title evidencing ownership of the insured vehicle.

**Malice**

Committing a crime knowingly and voluntarily, knowing in advance that the action to be carried out is punishable by law.

**Special Equipment**

Special Equipment is considered to be any part, accessory or sign installed on the insured vehicle at the express request of the purchaser or owner of the vehicle, in addition to the parts or accessories with which the manufacturer originally adapts each model and specific type on the market.

It requires specific coverage, for which the description of the insured property and the sum insured for each item shall be stated in an endorsement to be added to and become part of the Policy.

For the purposes of this Policy, armor is considered special equipment when it is not installed by the manufacturer as standard original equipment for the model and specific type of the unit on the market.

**Drunken state**

It shall be understood that the Driver is in a drunken state when they are intoxicated due to the ingestion of alcoholic beverages, regardless of the degree or intensity of intoxication, and provided that a doctor legally authorized to practice the profession so states.

**Extortion**

Any event in which, by means of force, threat or blackmail, a person is forced to hand over the vehicle and/or transfer the rights thereto to another person or Institution.

**Family**

When the term Family is mentioned, it shall refer to the Policyholder, spouse, and children under 24 years of age who are financially dependent on the Policyholder and who live with them in their Permanent Residence.

**Fraud**

Pursuant to the provisions of Article 386 of the Federal Criminal Code, the crime of fraud is committed by anyone who, by deceiving someone and taking advantage of the error made by the latter, unlawfully takes possession of something or obtains an undue gain.

In general, a situation that occurs when the Insured intentionally causes the occurrence of a loss or exaggerates its consequences with the intention of obtaining an unjust enrichment through the indemnity that they expect to obtain from the insurer. In a broad sense, a fraudulent act is one that is carried out contrary to the principle of good faith. The discovery of fraud, apart from the criminal consequences for the perpetrator, may result in the cancellation of the Policy and the loss of any right to indemnity.

**Fire**

Uncontrolled occurrence of fire that causes material damage to the insured vehicle.

**Flooding**

The cause by which the vehicle sustains direct physical damage to the bodywork and/or interiors through the penetration of water from the outside into the vehicle, other than that necessary for its operation and functioning and due to causes beyond the control of the Insured or Driver.

**CSL (Combined Single Limit)**

When coverages are contracted under a maximum limit of liability for Zurich, with the legend CSL (Combined Single Limit), covering one or several risks, the contracted limit shall operate on a combined basis when at the time of a loss one or several risks are affected, without the maximum limit of liability for Zurich exceeding the single contracted amount.

**Profit**

Gain, benefit or advantage obtained in a matter or business.

**Bad Faith**

Malice, lack of righteousness, willfulness, and knowing wrongfulness in acting, having a non-biased intention and guilty of deceive.

**Vehicle Occupant**

Any natural person within the compartment, cabin or cab intended for transporting people of the insured vehicle at the time of a motor vehicle accident.

**Partial Loss**

There is a Partial Loss when the amount required to repair the damage caused to the insured vehicle, including labor, spare parts and materials, according to an appraisal carried out by Zurich, does not exceed 75% of the maximum limit of liability contracted.

**Total Loss**

There is a Total Loss when the amount required to repair the damage caused to the insured vehicle, including labor, spare parts and materials, according to an appraisal carried out by Zurich, exceeds 75% of the maximum limit of liability contracted.

When the amount of such damage is between 51% and 75% of the maximum limit of liability contracted, at the request of the Insured, it shall be considered a Total Loss. The documentation required for total loss indemnity shall be that which applies in accordance with the Applicable Local Legislation.

**Policy**

It governs the contractual relationship agreed between Zurich and the Contracting Party. The application for insurance, declarations page and General Conditions are an integral part of the Policy, as well as any particular conditions or endorsements that are annexed to modify or specify the basis of the contract.

**Total Premium**

Amount to be paid by the Insured to Zurich in consideration for the risk assumed by the latter. The receipt shall also contain the issuing rights, the legally applicable taxes, and the financing for the payment by installments of the premium, if applicable.

**Salvage**

The remains of the insured vehicle after the occurrence of a total loss due to material damage or total theft, whose rights have been subrogated to Zurich in terms of the provisions of **Article 111** of the Insurance Contract Act<sup>1</sup>. Salvage shall also include vehicles that have been declared by other Insurance Companies as total loss and which have been marketed by them.

**Loss**

The event or occurrence provided for in the insurance contract, the occurrence of which gives rise to Zurich obligation to repair or indemnify up to the contracted maximum limit of liability.

---

<sup>1</sup> General Conditions, Clause 22. *Legal Framework*.

**Third Parties**

The persons involved in the loss who are entitled to claim under this Policy, and who are neither the Contracting Party, nor the Insured, nor the Traveler, nor the Occupants, nor the Driver of the insured vehicle at the time of the loss.

**Terrorism**

The acts of a person or persons who by themselves, or on behalf of somebody else or in connection with any organization, carry out activities by force, violence or by the use of any other means for political, religious, ideological, ethnic or any other purposes, aimed at influencing or pressuring the government to make a decision, or attempting to undermine the State's authority.

Material loss or damage which, with a mediate or immediate origin, is the result of the use of explosives, toxic substances, firearms or any other violent means, against people, things or public services and which, given the threat or possibility of it happening again, produces alarm, fear, terror or anxiety in the population or in a group or sector thereof, thereby disturbing the public peace.

**Unit of Measurement and Update (UMA, acronym in Spanish)**

Unit of account, index, base, measure or reference for determining the amount of an obligation to be paid, published by the National Institute of Statistics and Geography. The updated value is available at [www.inegi.gob.mx](http://www.inegi.gob.mx)

**Use of the Insured Vehicle**

The use given to the vehicle subject to the insurance.

**The use of the vehicle for any purpose other than that specified on the Policy declarations page shall be considered an increase in hazard, and Zurich shall be entitled to terminate the contract or determine the inadmissibility of the claim under such circumstances.**

**Private Use**

It is intended for the transport of persons for non-commercial purposes. Applies exclusively to vehicles with a capacity of up to 3.5 tons.

**Commercial Use**

That which is intended for the transport of persons or cargo for commercial or for-profit purposes, or to provide public safety, private security or emergency services.

The commercial use for which the vehicle is intended must be specified on the Policy declarations page and may be any of the following:

**Driving School**

When the insured vehicle is used for driving lessons.

**Private Chauffeur**

Use given to a vehicle providing private transport services to individuals, whether in service or not.

**Debt Collection**

Vehicle used to collect debts.

**Emergency Vehicle**

Vehicle used for transferring people, derived from an accident or incident. Usually used by hospitals, government agencies, municipalities, state governments, or similar entities.

**Bodyguards**

Vehicle used to provide a private security service for the protection of individuals.

**Tow Truck**

Truck used for towing or moving motor vehicles, which must be equipped with suitable machinery for this purpose (hook or platform).

**Car Carrier Trailer or Car Hauler**

Vehicle intended for the transport of vehicles, which must be designed with a metal structure suitable for this purpose.

**Courier or Delivery**

Vehicle used for the transportation and distribution of goods; delivery of parcels, documents to persons, companies or institutions. Applicable to any tonnage.

**Motorhome**

A motorhome is a vehicle with basic household furniture and furnishings that can be used as a dwelling while travelling.

**Moving Truck**

Vehicle used for the transportation of furniture or household goods in general.

**Patrol Car**

Vehicle used to provide public safety, traffic and/or rescue services, which is equipped with lightbars, strobes, markings or other accessories for such purposes.

**Federal Public Transport**

Vehicle used for the transport of cargo, which has a permit from the competent authority and complies with the relevant local and/or federal legislation.

**Private Security**

Vehicle used to provide private security, traffic and/or rescue services, which is equipped with lightbars, strobes, markings or other accessories for such purposes.

**Monitoring**

Vehicle used to guard specific locations, make rounds, check facilities, and supervise caretakers or watchmen, which does not perform patrolling and/or public safety activities.

**Taxi**

A car intended for the public transport of persons without a specific route, whereby a third party or user pays a fare to the Driver in exchange for the service provided; the vehicle may or may not be adapted and identified with accessories for this purpose.

**Transport of Goods**

Vehicle used to transport goods or merchandise of any kind from one place to another.

**Transport of Valuables**

Vehicle used for the transportation of money or valuables.

**School and/or Employee Transport**

Vehicle used to transport students and/or employees from one place to another.

**Public Transport**

Vehicle used to transport people, available to the general public, in which users pay for the transport service from one place to another.

**Gas Transport**

Vehicles adapted for the transportation of gas in its different modalities of delivery.

**Tourism**

Vehicles used for transporting passengers and providing tourism services.

**Vandalism**

Vandalism or acts of vandalism are considered to be those actions committed maliciously by a person or group of people with the purpose of causing damage to the insured vehicle.



## General Conditions and Assistance Tourist Auto Insurance



### **Insured Vehicle**

The automotive unit described on the declarations page of this Policy, including the parts or accessories that the manufacturer originally adapts for each model and specific type that it presents to the market, provided that said unit has been manufactured in the United Mexican States or is legally in the country.

### **Rental Vehicle**

Vehicles intended for hire to a third party for short or long periods of time and for a private service.

### **Resident Vehicles**

Vehicles manufactured in the United Mexican States, as well as those of foreign manufacture that are legally in the country by definitive import.

### **Tourist Vehicle**

Non-resident vehicle in Mexico whose invoice is issued by a foreign dealership and has entered the country by means of a temporary import permit.

### **Zurich**

**Zurich Aseguradora Mexicana S.A. de C.V.**, a company authorized by the Ministry of Finance and Public Credit, which, in consideration of the payment of the premium, assumes the obligation to indemnify for damage caused by the risks covered on the Policy declarations page, subject to these General Conditions and up to the insured limits.

## **PRELIMINARY**

**Zurich Aseguradora Mexicana S.A. de C.V.**, hereinafter referred to as "**Zurich**", and the Insured have agreed that the coverages contracted shall be those shown on the Policy declarations page. **Consequently, the coverages that are not indicated as covered shall not be valid or effective between the parties, even though they are included and regulated in these General Conditions**, under the coverages and with the maximum limits of liability indicated on the Policy declarations page.

## **Specification of Coverages**

Zurich shall only cover the cost of damage caused by the risks specified in the coverages for Material Damage and Total Theft which exceed the deductible amount mentioned on the Policy declarations page.

### **Section 1 – Material Damage**

- a) Collisions and overturning.
- b) Breakage, detachment and theft of windows: front windshield, side door windows, quarter glass, rear windshield, and sunroof.
- c) Damage during transportation of the insured vehicle: stranding, sinking, fire, explosion, collision or overturning, derailment or fall from the means of transport in which the insured vehicle is transported, as well as the fall of the same during loading, transshipment or unloading maneuvers, and the contribution due to general average or salvage charges.
- d) Fire, lightning or explosion.
- e) Actions of people who participate in stoppages, rallies, strikes, labor disturbances, or of malicious people or caused by repressive measures taken by the legally recognized authorities carrying out their duties who intervene in said actions or caused by repressive measures taken by the legally recognized authorities carrying out their duties; **any damage due to vandalism is expressly excluded.**
- f) Cyclone, hurricane, tornado, hail, earthquake, volcanic eruption, avalanche, flooding from overflowing rivers, lakes or streams, **with the exception of sea water**; landslide or rockslide, fall or collapse of constructions, buildings, structures and other similar objects, and fall of trees or their branches.
- g) Transfer costs. In the event of a loss which merits indemnity under the terms of this Policy, Zurich shall pay the towing expenses necessary to move the insured vehicle, within Mexico, to the place where, as determined by Zurich, it is to be repaired, as well as the expenses corresponding to the maneuvers necessary to put it in a condition to be moved, up to a maximum limit of \$500.00 dollars (**legal tender in the United States of America**).

### **Section 2 – Total Theft**

If this coverage has been contracted and appears as covered on the declarations page of the Policy, Total Theft of the insured vehicle and any Material Damage sustained as a result thereof shall be covered. **Partial Theft is expressly excluded.**

#### **Mandatory Deductible for Sections 1 and 2:**

Section 1. Material Damage, subparagraphs a), b), c), d), e) and f), as well as Section 2. Total Theft, both are contracted with the invariable application, in the event of loss, of an amount payable by the Insured, known as the deductible.

This mandatory deductible shall be applied for each indemnifiable accident and for each insured vehicle, in the terms established in each of the sections mentioned herein. The deductible may be set as a percentage or as a fixed amount, at the Insured's choice.

In the case of a deductible established as a percentage, the amount shall be the result of applying the percentage indicated on the Policy declarations page to the contracted value of the vehicle on the date of loss. The minimum deductible established, in this case, for automobiles or any other type of vehicle shall also be indicated on the declarations page of the Policy.

In the case of a fixed deductible, the amount of the deductible payable by the Insured shall be that specified on the declarations page of the Policy.

**Deductible Exemption.**

Zurich agrees to exempt the Insured from the application of the mandatory deductible only for collision and overturning coverage when it is reliably proven that the accident or collision was caused by a fully identified third party, and provided that this fact is corroborated by a written report issued by the competent Mexican authorities. This exemption shall take effect even if such third party does not have an insurance policy covering their liability in the accident. The Insured undertakes to fully cooperate with Zurich in order to safeguard the right to obtain subrogation against such liable third party to recover the amount of the damage caused. Failure on the part of the Insured to comply with the above will render the deductible exemption ineffective.

### **Section 3 – Civil Liability for Property Damage to Third Parties**

If this coverage has been contracted and appears as covered on the declarations page of the Policy, it shall cover Legal Civil Liability, as established by the laws in force in the United Mexican States, incurred by the Insured or any person who uses the insured vehicle with their express or tacit consent and as a consequence of such use causes property damage to third parties.

Civil Liability caused by the first trailer shall also be covered, provided that it is towed by the insured vehicle by means of the devices and mechanisms designed for such purpose. **Unless otherwise agreed, Civil Liability caused by a second trailer shall not be covered. For other types of vehicle, this coverage shall not be effective if the vehicle is towing any trailer not specified in the Policy.**

**Indirect losses, punitive or exemplary damages, pain and suffering, consequential damages, by whatever name they may be called, are expressly excluded.**

### **Section 4 – Civil Liability for Bodily Injury to Third Parties**

If this coverage has been contracted and appears as covered on the declarations page of the Policy, it shall cover Legal Civil Liability, as established by the laws in force in the United Mexican States, incurred by the Insured Party or any person who uses the insured vehicle with their express or tacit consent and as a consequence of such use causes bodily injury or death to third parties, including indemnity for pain and suffering that may legally apply.

Not exceeding the sum insured limits stated on the declarations page of the Policy for this section, Zurich shall make the following payments:

- a) Medical Expenses incurred for first aid.
- b) Treatment costs and/or funeral expenses, if applicable, of third parties injured by the insured vehicle.
- c) Severance pay payable for death or total, partial, permanent or temporary disability, as the case may be.
- d) Expenses and costs which the Insured or Driver is ordered to pay in the event of a lawsuit brought as a result of their Civil Liability.

Civil Liability caused by the first trailer shall also be covered, provided that it is towed by the insured vehicle by means of the devices and mechanisms designed for such purpose. **Unless otherwise agreed, Civil Liability caused by a second trailer shall not be covered. For other types of vehicle, this coverage shall not be effective if the vehicle is towing any trailer not specified in the Policy.**

The following are expressly excluded:

1. **Indirect losses, punitive or exemplary damages, pain and suffering, consequential damages, by whatever name they may be called.**
2. **Damage to Occupants of the Insured Vehicle.**

## **Section 5 – Medical Expenses of Occupants**

Payment of medical expenses incurred for hospitalization, medical care, nurses, ambulance service, and funeral expenses, originating from bodily injuries sustained by the insured or any person occupying the insured vehicle in accidents sustained by the vehicle while they are inside the compartment, cabin or cab intended for transporting people. The medical expenses covered by the Policy include the following:

- a) Hospitalization. Food and hospital room, physiotherapy, expenses inherent to hospitalization and in general drugs and medicines that are prescribed by a Doctor.
- b) Medical care. Indispensable medical services provided by professionals legally authorized to practice their respective professions.
- c) Nurses. The cost of the services of registered or licensed nurses.
- d) Ambulance service. Expenses incurred for the use of ambulance, when indispensable.
- e) Funeral expenses. In the event of the death of an occupant or occupants of the insured vehicle, the funeral expenses incurred, considering a maximum of 25% of the sum insured per occupant, without exceeding the maximum limit of liability per occupant. These expenses shall be reimbursed upon presentation of the relevant receipts meeting all fiscal requirements.

The invoice shall include the following information:

ZURICH ASEGURADORA MEXICANA S.A. DE C.V.  
R.F.C.: QMS950529 PU4  
Address: Torea Parque Central, Tower B, 20th Floor  
Boulevard Manuel Ávila Camacho No. 5, Col. Lomas de Sotelo,  
Naucalpan de Juárez, Estado de México C.P. 53390

In the event that, at the time of the accident, the number of injured occupants exceeds the maximum number of insured persons, the limit of liability per person shall be reduced proportionately.

Zurich shall pay the above expenses until the sum insured for each occupant is exhausted, provided that Zurich obligation shall automatically cease when the effects of the injury disappear, or upon the death of the injured person(s), or after a maximum period of one year from the date of the accident has elapsed.

### **Maximum Limit of Liability**

Zurich maximum limit of liability under this section shall be the one set forth on the declarations page of the Policy.

## Section 6 – Risks and goods not covered by the contract, which may be covered by express agreement.

- a) Zurich shall not be liable for any loss or damage caused by using the insured vehicle for a use or service other than that stated in the Policy which involves an increase in hazard, nor for loss or damage caused to property or risk not specified in the Policy.
- b) Loss or damage caused by such property or loss or damage caused by a risk not covered under the Policy, unless there is an express agreement between Zurich and the Insured.
- c) The Insured undertakes to pay the corresponding premium when contracting any of the coverages specified in this section, as well as to provide Zurich with information regarding the nature and characteristics of the property to be covered.
- d) The contracting of each coverage shall be stated on the Policy declarations page.

### Section 6.1. Special Equipment.

For sections 1. Material Damage and 2. Total Theft, the special equipment installed in the insured vehicle may also be covered under the Policy, by means of an express agreement and with the obligation to pay the corresponding additional premium, to cover the material damage or total theft thereof, as a consequence of the risks described in said sections.

For the purposes of this Policy, special equipment is considered to be any part, sign, and accessories (radio, clock, fog lights and searchlights, exterior mirrors, visors and other accessories), including armor, installed in the vehicle at the express request of the purchaser or owner, in addition to the parts or accessories that the Manufacturer originally adapts to each model and specific type of vehicle on the market; special equipment is not considered to be that which has been installed by the manufacturer as standard original equipment for the model and specific type of unit on the market.

The description of the insured property and the sum insured for each item shall be stated in an endorsement to be added to and become part of the Policy. Without this requirement, such property shall not be considered covered.

This coverage is contracted with the invariable application of a deductible equivalent to 25% of the sum insured of the property that is affected in the loss and covered by this coverage, unless otherwise stipulated on the declarations page of the Policy. **Special equipment lacking an invoice shall not be insured.**

### Section 6.2. Adaptations and Conversions.

Under sections 1. Material Damage and 2. Total Theft, adaptations and conversions installed in vehicles for private and commercial use to cover material damage, theft or loss thereof, as a consequence of the risks described in said sections, may be covered by express agreement and with the obligation to pay the corresponding additional premium.

#### Maximum Limit of Liability

The limit of liability shall be stated on the declarations page of this Policy and shall operate as a single sum insured, and in no event shall the indemnity exceed the market value of such property on the date of the loss.

If it has been contracted and appears on the declarations page of the Policy as covered, Third-Party Liability coverage shall be extended to cover damage caused by the adaptation and/or conversion of the insured vehicle. The deductible and maximum limit of Liability for this item shall be that contracted for the Third-Party Liability coverage, which is described on the Policy declarations page.

The deductible percentage chosen by the Insured for the coverages of Material Damage or Total Theft shall be applied to the value of the adaptation and/or conversion, as per the affected coverage and type of loss of the insured vehicle. **Any adaptation and/or conversion lacking an invoice shall not be insured.**

The description of the insured property and the sum insured for each item shall be stated in an endorsement to be added to and become part of the Policy. Without this requirement, such property shall not be considered covered.

### **Section 6.3. Trailers and Boats.**

Under sections 1. Material damage and 2. Total Theft, may also be covered by express agreement and with the obligation to pay the corresponding additional premium:

Semi-trailers, trailers, travel trailers and/or boats shall only be considered covered if they are expressly included on the declarations page of the Policy, provided that said trailer is towed by the insured vehicle by means of the devices and mechanisms designed for such purpose. The characteristics of this type of units and their commercial value shall be stated on the declarations page of the Policy.

1. "Semitrailer" shall be understood as a unit generally used to transport machinery or equipment and/or goods, which is either attached to the insured vehicle or towed by another motor vehicle.
2. "Trailer" shall be understood as a general-purpose unit used to transport luggage, which is towed by a motor vehicle.
3. "Travel Trailer" shall be understood as a type of house, comprising any fixed equipment, excluding household goods and personal effects; household goods means household furnishings and items, either new or used, in such quantities and with such characteristics that they can be identified as being intended for domestic use.
4. "Boat" shall be understood as the vessel specified on the declarations page of the Policy and the platform or trailer on which such vessel is mounted, as a single unit.

Semi-trailers, trailers, travel trailers and boats are protected against the same risks and for the same time period contracted in the Policy for the vehicle that is towing them while they are coupled to the insured vehicle that is towing them.

However, the trailer, trailer, case trailer and/or boats will be covered by the coverages of material damage and total theft, when parked, even without being coupled to the motor vehicle.

#### **Particular Exclusions:**

- a) **This insurance does not cover medical expenses for occupants due to injuries sustained inside semi-trailers, trailers, travel trailers and/or boats.**
- b) **Boats are covered only while they remain on land, against the same risks and for the same time period contracted in the Policy. Zurich liability shall cease once they are decoupled from the vehicle. Damage sustained or caused by boats during loading and unloading maneuvers on trailers and platforms is excluded.**

**Mandatory Deductible**

Semi-trailers, trailers, travel trailers and boats are subject to the deductible, per unit, applicable in Sections 1 and 2 of these General Conditions.

With regard to Section 3. Civil Liability for Material Damage to Property and Section 4. Civil Liability for Personal Injury to Third Parties shall not mean an increase in the sums insured, but only the extension of the sums insured covered by the Policy, with the application of the corresponding premium surcharge.

**Section 6.4. Vandalism.**

If this coverage has been contracted and appears as covered on the declarations page of the Policy, under Section 1. Material Damage, subparagraph e) strikes, material damage caused to the insured vehicle as a result of acts of vandalism may be covered under express agreement and with the obligation to pay an additional premium. For the purposes of this coverage, an act of vandalism shall be understood as that carried out intentionally and maliciously by one or more persons, resulting in damage to the insured vehicle, with no other intention than that of destruction.

Damage caused by breaking into the insured vehicle and/or trailer with the intention of stealing the goods contained therein is not considered vandalism.

It is the obligation of the insured to report any such event to Zurich, follow their instructions and submit the corresponding claim, together with the Material Damage report prepared before and by the competent authority and any additional documentation requested by Zurich.

**Maximum Limit of Liability**

The maximum limit of liability for this coverage is specified on the declarations page of the Policy.

**Deductible**

For any loss affecting this coverage, the contracted deductible shall invariably be applied, as specified on the declarations page of the Policy.

**Section 6.5. Partial Theft.**

Under Section 2. Total Theft, by means of an express agreement and with the obligation to pay the additional premium, the theft of parts or accessories installed by the manufacturer as original equipment, which are inside or outside the insured vehicle, may be covered, provided that the loss is not a consequence of the Total Theft of the vehicle itself and there are signs of violence from the exterior to the interior of the unit in order to carry out the Partial Theft of interior parts and there are signs of violence in order to carry out the Partial Theft of exterior parts.

It is the obligation of the insured to submit the corresponding claim, together with the Material Damage report prepared before and by the competent authority, and to provide Zurich with the required documentation in order to reliably prove the insurable interest.

**Audio, video, and recording equipment, including but not limited to AM/FM, CB, UHF and VHF radios, CD players, TVs, and video game consoles that are not factory-installed, as well as any personal object owned by the Driver or third parties that are inside the insured vehicle are excluded.**

**Maximum Limit of Liability**

The limit of liability for this coverage is specified on the declarations page of the Policy.

**Deductible**

For any loss affecting this coverage, the contracted deductible shall invariably be applied, as specified on the declarations page of the Policy.

### **Section 6.6. Payment of Labor Costs.**

Notwithstanding the provisions of Clause 11. Maximum Limits of Liability, the Insured and Zurich may agree on the payment, in dollars (**legal tender in the United States of America**), as well as the number of hours of labour required for the repair of the partial material damage occurred to the insured unit, within the Mexican Republic, covered and applicable under Sections 1. Material Damage or 2. Total Theft, when the Insured chooses to receive compensation for the damage suffered, in cash, according to the valuation carried out by Zurich, in accordance with the provisions of Clause 10. Valuation Basis and Damage Indemnity.

To be entitled to this benefit, the Insured and/or Driver shall:

- a) Report the claim within Mexico,
- b) Take the unit to the place indicated by Zurich for damage valuation.
- c) State in writing their desire to repair the insured unit in their country of origin, accepting that the repair of the unit, as well as any aggravation of the damage arising from the damage sustained by the insured vehicle, shall remain under their total and absolute responsibility.

Zurich shall in any event carry out the adjustment and valuation of damage incurred to determine the amount of compensation and the number of man-hours required for repair. The hourly rate is \$50 dollars (**legal tender in the United States of America**) for automobiles, \$60 dollars (**legal tender in the United States of America**) for other private vehicles up to 3.5 tons, and \$70 dollars (**legal tender in the United States of America**) for motorhomes.

Zurich liability is extinguished once it has made payment for damages and labour, after the insured has signed the corresponding settlement.

Payment of labor hours in dollars (**legal tender in the United States of America**) shall not apply when the insured returns to their country of origin without complying with the obligations set forth in Clause 8. Losses.

### **Section 6.7. Extension of Civil Liability.**

If this coverage has been contracted and appears as covered on the declarations page of the Policy, with the obligation to pay an additional premium, Civil Liability for any property damage or bodily injury that the first Policyholder, natural person whose name is indicated on the Policy declarations page may cause to third parties may be covered, under the same bases, limits and conditions set forth for the coverages in Sections 3 and 4, when they are the Driver of any other private vehicle that is owned by third parties, similar in terms of class, type and tonnage to the insured vehicle described in the Policy, and that does not exceed 3.5 tons.

This extension of coverage shall never be a substitute for or concurrent with any other insurance against the same risks that may be in force on the affected unit, as it shall operate in excess of what is covered by the latter, or due to its non-existence.

### **Exclusions**

**This extension of coverage shall not apply when:**

- a) **The Policyholder, natural person:**

- 1. Is driving a vehicle over 3.5 tons, a bus or any other vehicle intended for transporting passengers or cargo or for a purpose other than that of a private car.**



**2. Is driving a vehicle that is towing a trailer or boat, unless otherwise expressly agreed.**

**b) The Policyholder is a legal entity.**

**c) Damages are caused to the vehicle driven by the Insured.**

### **Section 6.8. Civil Liability for Damage Caused by Cargo.**

If this coverage has been contracted and appears as covered on the declarations page of the Policy, Civil Liability for property damage or bodily injury to third parties incurred by the Insured and caused by the cargo being transported shall be covered, provided that:

1. The vehicles in question are used for the carriage of goods.
2. The cargo is on board the insured vehicle, in the case of trucks, or in a trailer, in a box or on a platform, in the case of tractor units.
3. At the time of loss, the cargo corresponds to the classification and type of goods stated in the application for insurance and on the declarations page of the Policy.

Cargo is classified according to the following scheme, which includes but is not limited to:

- a) **Type A Cargo.** Goods that pose a low degree of danger while in transit: clothing, toys, plants, pharmaceutical products, foodstuff.
- b) **Type B Cargo.** Dangerous goods while in transit: heavy machinery, vehicles, logs or pieces of wood, rolls of paper, poles, rods, steel beams, standing cattle, soft drinks.
- c) **Type C Cargo.** Highly dangerous goods while in transit: toxic and/or corrosive substances and/or products.

#### **Maximum Limit of Liability**

Zurich limit of liability for this coverage is set forth on the declarations page of the Policy and is the same as that contracted for Sections 3 and 4.

#### **Exclusions from Civil Liability for Damage Caused by Cargo:**

- a) **Damage caused during loading and unloading maneuvers.**
- b) **Damage caused by cargo not corresponding to the declared classification.**
- c) **Damage to the cargo itself.**
- d) **Ecological damage to the nation or to the detriment of the ecosystem caused by the cargo.**
- e) **When at the time of the loss, the cargo carried by the insured vehicle corresponds to a type of cargo of a higher hazard class than that declared in the insurance application, and**

- f) Civil Liability incurred by the Insured or any person who uses the insured vehicle with their express or tacit consent and as a consequence of such use causes property damage and/or bodily injury or death to third parties, including indemnity for Pain and Suffering that may legally apply.**

**Civil Liability incurred by the Insured Party or any person who, with his express or tacit consent, uses the insured vehicle and who, as a consequence of such use, causes Material Damage to third parties in their property and/or causes bodily injury or death to third parties, including the indemnity for Moral Damage that may legally correspond.**

## General Conditions

### Clause 1. General Exclusions

In no event shall this insurance cover:

1. **Civil Liability for death or bodily injury sustained by the Driver or any other occupant of the insured vehicle, except for medical expenses covered under the occupant medical expenses section.**
2. **Liability arising from intentional crimes resulting for the Owner or Driver of the vehicle.**
3. **Civil Liability due to the running over persons who are relatives of the Insured or who are at the service of the Insured.**
4. **Injuries and motor vehicle accidents involving the Driver when the vehicle is used for suicide or any attempt thereof or voluntary mutilation, even if the Driver is in a state of mental derangement.**
5. **Expenses and fees for the legal defense of the Insured, Driver or Owner of the insured vehicle described in the Policy, due to criminal proceedings arising from any accident, nor the cost of bail, fines or bonds of any kind, nor penalties or any other obligations other than the repair of the damage. Indirect losses, punitive or exemplary damages, moral damage.**
6. **Damage sustained or caused by a vehicle when it is driven by a person who lacks a valid driver's license, equivalent to that used within Mexican territory, of the appropriate type for driving the insured vehicle, and issued by a competent authority, unless no fault, lack of skill or gross negligence can be attributed to the Driver in the occurrence of the loss. For the purposes of this Policy, driving permits are deemed as licenses.**
7. **When the insured vehicle is driven by a person who is in a drunken state or under the influence of drugs not prescribed by a doctor, unless no fault, lack of skill or gross negligence can be attributed to the Driver of the insured vehicle in the occurrence of the loss. It shall be understood that the Driver is in a drunken state when they are intoxicated due to the ingestion of alcoholic beverages, regardless of the degree or intensity of intoxication, and provided that a doctor legally authorized to practice the profession so states.**
8. **When the Insured and/or Driver, having made use of the guaranteed bail coverage to be released, return to their place of origin without cooperating with Zurich and failing to comply with the obligation to personally attend any appointments required by the authorities during the legal process brought against them due to an accident, all Policy coverages shall be automatically cancelled and all of Zurich obligations shall be therefore terminated.**

9. The Company's obligations under this Policy shall automatically become null and void if the Insured or any of their representatives makes any agreement with the person or persons involved in an accident without the written consent of Zurich.
10. Material loss or damage sustained by the insured vehicle due to:
- a) Driving off-road, on roads closed to traffic, or on roads that are in such poor condition that they are dangerous for vehicles.
  - b) Lack of oil or oil leakage in any component, engine, transmission, gearbox, etc., or lack of water or water leakage in the radiator as a result of poor maintenance.
  - c) Breakage or mechanical failure or lack of resistance of any part of the insured vehicle resulting from its use, unless caused directly by the occurrence of any of the risks covered by this Policy.
  - d) Natural wear and tear of the insured vehicle or its parts, as well as their depreciation resulting from such wear and tear or from the normal action of the tide (even if it causes flooding) as a consequence of the exposure of the insured vehicle to the tide.
  - e) Blown engine of the insured vehicle, unless it occurs as a result of a risk covered by this Policy, without prejudice to that stated in subparagraph d) above.
11. Loss or damage sustained or caused by the insured vehicle when:
- a) It is used with purposes of instruction or training on its operation or functioning,
  - b) It is used to participate in safety, endurance or speed competitions or tests,
  - c) It is used for towing trailers or boats, unless expressly stated on the declarations page of the Policy or when the trailer or boat is covered thereunder,
  - d) It is overloaded or subjected to excessive traction in relation to its strength or capacity. In such cases, Zurich shall not be liable for damage caused to overpasses, bridges, bascules or any public road and underground objects or installations, whether caused by vibration or by the weight of the vehicle or its load,
12. Damage sustained or caused by the vehicle as a result of:
- a) Warlike operations, whether arising from foreign or civil war, insurrection, rebellion, expropriation, requisition, seizure or confiscation, expropriation or detention by the legally recognized authorities in the course of their duties or for any other similar cause,
  - b) Its use for any military service, with or without the consent of the Insured,
  - c) Its use in acts of terrorism.

- 13. Damage caused by the insured vehicle from the moment the theft was committed.**
- 14. Damage to, or theft of goods and personal effects, property of the insured or of third parties contained in the insured vehicle.**
- 15. Any damage, expense and/or loss sustained by the insured and/or any occupant of the vehicle, including "pain and suffering", arising as a consequence of the event, including but not limited to, expenses for lodging, food, transport, telephone calls, car rental or the deprivation of the use of the insured vehicle or other similar expenses.**
- 16. Losses sustained by the insured for handing over the insured vehicle and its documentation as a consequence of transactions related to kidnapping.**
- 17. Damage sustained or caused by the insured vehicle as a consequence of events other than those specifically covered in each coverage.**
- 18. Expenses related to any kind of fines imposed by the administrative authority, use of the impound lot, overnight parking and, in general, to any type of sanction imposed on the Insured or Driver for violating state, municipal or federal traffic regulations, or derived from the custody of the insured vehicle when it is detained by the competent authority.**

## **Clause 2. Premium**

Unless otherwise agreed, the premium shall become due at the time of execution of the contract, in accordance with the provisions of Article 34 of the Insurance Contract Act. The premium shall be paid in a single instalment on the due date.

## **Clause 3. Currency**

Both the collection of the premium and the payment of any applicable indemnities by Zurich shall be made in US Dollars or the equivalent amount in local currency in accordance with the currency law in force. Payments in foreign currency shall be paid in local currency according to the exchange rate for foreign currency denominated obligations payable in Mexico, as published by the Banco de México in the Official Gazette of the Federation on the date of payment.

## **Clause 4. Early Termination of the Contract**

**Notwithstanding the term of the contract, the Parties agree that either Party may terminate the contract early by giving written notice to the other Party.**

**Where termination is by Zurich, Zurich shall give notice in writing to the Insured and the cancellation shall take effect 15 days after such notice is given. Zurich shall return the unearned premium calculated on a pro rata basis to the Insured at the latest upon giving notice; otherwise, such notice shall be deemed not given.**

**Where termination is requested by the Insured, the contract shall be deemed to be terminated early from the date on which Zurich is informed in writing of the request for cancellation.**

- a) *Zurich shall be entitled to the net premium for the elapsed period and shall return the unearned premium rate to the Insured within 15 working days of receipt of the cancellation request.*
- b) *In the event of a loss during the term of the insurance, Zurich shall not refund any premiums for the affected coverages.*

**Premium to be Returned**

The unearned premium to be refunded shall be calculated as follows:

1. The net premium to which the Company is entitled shall be calculated according to the actual term, from the inception of the contract until the date of cancellation thereof.
2. The net premium resulting from the above operation shall be discounted by the number of days earned during the period in which the Policy was in force, using the Long-Term Policy Table, less acquisition costs (actual net premium).
3. The amount resulting from subtracting the premium payment made by the Insured and the actual net premium obtained shall be the unearned premium to be returned to the Insured.

Long-Term Policy Table					
Period in Days		Discount %	Period in Days		Discount %
From	To		From	To	
30	39	10.00	150	179	42.50
40	49	13.10	180	209	48.75
50	59	16.20	210	239	54.25
60	69	19.25	240	269	59.00
70	79	22.15	270	299	63.00
80	89	25.00	300	329	66.25
90	119	27.75	330	359	68.75
120	149	35.50	360	365	70.50

**Note. In cases of cancellations, the premium shall be adjusted on the basis of the discount corresponding to the time earned.**

In the case of multiple entry policies where the Insured and Zurich agree on the payment of a premium based on a number of days of stay less than the duration of the Policy, it may be cancelled by either party prior to the termination of the contract. However, it is agreed that the premium established under such plans shall be deemed to be fully earned when such Policies have been in force for a period of more than 30 days from the effective date of the Policy.

## **Clause 5. Loss Payee or Irrevocable Sole Beneficiary**

In the event that a loss payee or irrevocable sole beneficiary has been designated in the Policy, the Insured may not terminate this contract without the express written consent of such beneficiary.

## **Clause 6. Coverage Territory**

The coverages included under this Policy shall apply in the event of loss or accident occurring only within the territory of Mexico.

## **Clause 7. Precautions in the Event of a Loss**

- a) In the event of loss or damage occurring under this Policy, the Insured undertakes to take all precautionary measures advisable and necessary to avoid or reduce the damage.
- b) Consequently, the Insured shall not leave the insured vehicle except in cases of force majeure.
- c) If there is no danger of delay, they shall ask the insurer for instructions and shall comply with them.

## **Clause 8. Losses**

1. Upon the occurrence of any loss covered by this Policy, the Insured or Beneficiary undertakes to give notice to Zurich as soon as they become aware of the event, within a maximum period of five days, except in the event of acts of God or force majeure, in which case notice shall be given as soon as the impediment ceases. All notices of loss shall be made within the territory of Mexico

**If the Insured fails to comply with the obligation imposed by the preceding paragraph, Zurich shall be entitled to limit or reduce the indemnity up to the value to which it would have amounted if the Insured had complied with such obligation in due time and form.**

**Zurich shall be released from all obligations under the contract if the Insured or Beneficiary fails to give notice within said period with the intention of preventing the circumstances of the loss from being ascertained in a timely manner or when the notice of loss is given after the vehicle has left the Mexican territory.**

2. **Notice to the Authorities.** This refers to submitting a formal complaint or report to the competent authorities in the event of damage to the property of others caused by third parties, Theft or any other criminal act which may give rise to a claim under this Policy and cooperating with Zurich in order to recover the amount of the damage sustained.
3. **Notifying Zurich of any service of summons, claim or lawsuit and forwarding the relevant documents.** In the event of claims made against the Insured, Driver or owner of the insured vehicle as a result of a loss, the Insured undertakes to:
  - 3.1. Notify Zurich not later than the working day following the day of service of the summons, claims or lawsuits received by them or their representatives and to forward to Zurich any documents or copies thereof delivered to them for this purpose.
  - 3.2. Provide information and evidence. In any civil proceedings brought against them in respect of the liability covered by the insurance and at Zurich expense, the Insured undertakes to:

- i. Provide the necessary information and evidence requested by Zurich for their defense when Zurich chooses to assume the Insured's legal representation at trial.
- ii. Exercise and assert the actions and defenses to which it is entitled by law.
- iii. Appear in all diligences in which they are required to appear.
- iv. Grant powers of attorney to such lawyers as Zurich, given the case, may appoint to represent them in such proceedings.

Failure to comply with the obligations set out herein shall release Zurich from covering the indemnity under the Civil Liability coverages.

It is understood that the obligations and omissions of the Driver shall be attributable to the Contracting Party.

## **Clause 9. Concurrence**

Under the terms of **Articles 100, 101, 102 and 103<sup>1</sup>** of the Insurance Contract Act, when there are two or more Policies that concur with other insurances against the same risk and for the same interest, entered into in good faith on the same or different dates, they shall be valid and shall bind the companies with which such insurances have been contracted. In this respect, the insurance companies shall participate in equal amounts for the payment of the claim. If the limit or sum insured of any of the Policies is exhausted, the surpassing amount shall be indemnified in equal amounts by the companies with higher limits or sums insured, subject to the maximum limit of liability of each of them. It is understood that compulsory insurance will concur first, followed by voluntary insurance in excess.

## **Clause 10. Valuation Basis and Indemnity for Damage**

- a) Once the Insured has complied with the obligation imposed on him/her by Clause 8. "If the insured vehicle is found to be free from any detention, seizure, confiscation or other similar situation produced by order of legally recognized authorities in the course of their duties, Zurich shall be obliged to commence without delay the valuation of the damage once the physical location of the insured vehicle within the Republic of Mexico is known.
- b) Zurich shall carry out the valuation of the damage sustained by the insured vehicle within 3 working days from the time when the Insured has placed the vehicle at Zurich disposal and released from the authorities, if applicable.
- c) In the event that Zurich fails to initiate the valuation of the damage within the 3 working days referred to in the preceding paragraph, the Insured shall be entitled to proceed with the repair of the vehicle and shall be entitled to claim the amount of such repair in accordance with the terms of this Policy.

With the exception of the case where Zurich does not initiate the valuation within the 3 working days referred to in subparagraph b) of this Clause, Zurich shall not be obliged to pay indemnity for the damage sustained by the vehicle if the Insured has proceeded to repair or dismantle the vehicle before Zurich carries out the valuation and declares the claim to be admissible, as this would prevent Zurich from knowing the existence or extent of the loss and the events that took place or influenced its occurrence.

- d) Upon completion of the valuation and acknowledgement of its liability and without prejudice to the provisions of Article 71 of the Insurance Contract Act, Zurich shall pay the Insured in cash the amount of the valuation of the damage sustained, which shall be the only way in which Zurich shall indemnify under this contract.
- e) The Insured or beneficiary shall receive cash indemnity for the damage sustained and included in the claim according to the valuation carried out by Zurich. In the case of partial losses, the indemnity shall include the value of spare parts and domestic labor plus any taxes generated therefrom.

---

<sup>1</sup> General Conditions, Clause 22. *Legal Framework*.



Notwithstanding the above, in the event of damage not detected at the time of valuation, the Insured or Beneficiary must notify Zurich and present the vehicle for evaluation at the place indicated by Zurich in order to obtain, where appropriate, the corresponding indemnity.

- f) In the case of total loss affecting Section 1 Material Damage or Section 2. Total Theft of the vehicle, the Insured shall be indemnified up to Zurich maximum limit of liability in accordance with the provisions of Clause 11 maximum limits of liability.
- g) In the event of theft or other criminal act which may give rise to a claim under this Policy, the Insured shall immediately notify the relevant Mexican authorities and cooperate with Zurich in securing the recovery of the vehicle or the amount corresponding to the damage sustained. In any event, Zurich shall acknowledge or reject its liability within 30 days from the date it has received the complete required documentation.
- h) If requested to do so, the Insured shall grant Zurich or any person designated by Zurich a power of attorney to undertake on behalf of the Insured, the defense or settlement of any claim, or to pursue on behalf of the Insured and for its own benefit, any claim for damage indemnity or any other claim against a third party.

Zurich shall be at full liberty to manage the processing or settlement of any claim and the Insured shall provide Zurich with any necessary reports or assistance.

- i) Any assistance given by Zurich or its representatives to the Insured or to third parties shall not be construed as acceptance of the admission of the claim.
- j) In order to comply effectively with Article 69 of the Insurance Contract Act, the Insured shall be deemed to have fulfilled their obligation by providing Zurich with the documentation required of them.
- k) Documentation required in the event of a claim.

Zurich provides the Insured with the minimum documentation required for indemnity:

1. Policy declarations page.
2. Temporary stay permit.

However, it will depend on each case where Zurich requests additional information and/or documentation in order to continue with the indemnity process.

**The requested documentation is not limited to the above.**

If the Insured does not submit the corresponding documentation within 90 calendar days from the date on which Zurich determines a Total Loss due to Material Damage and/or Total Theft recovered, Zurich shall deduct from the indemnity the amount corresponding to the expenses for safekeeping and/or deposit in the impound lot equivalent to 2 UMAs, for each calendar day of stay in the impound lot from the 91<sup>st</sup> calendar day elapsed from the date of the loss report, with a limit equivalent to the amount of the indemnity corresponding to the Total Loss.

Zurich may request, in addition to the documentation referred to in this section, the delivery of a CFDI for the disposal of the salvaged items in the case of payment for Total Loss or Theft.

Based on Articles 76 Section II, 86 Section II, 110 Section III, 112 Section II of the Income Tax Act and 27, 29, and 29-A of the Federal Fiscal Code, individuals and legal entities are obliged to issue tax receipts for the acts or activities they carry out, for the income they receive or for the tax withholdings they make, all of which shall comply with the requirements of the tax legislation in force.

## **Clause 11. Maximum Limits of Liability**

The limit of liability for Zurich for each coverage is specified on the Policy declarations page. This limit represents the maximum amount or liability that Zurich is obliged to pay or reimburse as a result of the occurrence of a loss.

### **Indemnity for Material Damage:**

#### **Partial Loss:**

In the case of partial losses covered under the coverages for Material Damage or Total Theft, Zurich liability shall not exceed the actual value of the damage caused on the date of loss to the parts of the insured vehicle, plus the cost of installation, in accordance with the costs and labor in force in Mexico. Zurich is not legally obliged under the terms and conditions of this Policy to repair or replace any vehicle in the United States of America.

If the insured vehicle sustains damages whose repairing requires parts not available on the market at the time of cash settlement, Zurich liability shall be limited to paying the Insured the value of such parts, at the list price of the dealerships, plus the cost of installing such parts, based on the contracted labor cost.

#### **Total Loss**

In case of total losses affecting Section 1 Material Damage or Section 2. Total Theft of the vehicle, Zurich may choose to replace it or compensate it in cash, in accordance with the type of cover contracted. Once the indemnity is covered, the insurance is automatically terminated.

#### **Commercial Value**

The market value for tourist vehicles shall be determined by the "Trade in Value" (as defined below), in "Good" vehicle condition, as published in the KBB (Kelly Blue Book) at the time of loss and as defined in the Material Damage and/or Total Theft limits of liability on the declarations page of the Policy. In case the vehicle is labelled as "Salvage" on its title or invoice, the depreciation applicable to the "Trade in Value" in "Good" condition shall be 25%.

In the event that the KBB (Kelly Blue Book) does not include the insured vehicle, the parties may resort to other specialized vehicle value guides published at the date of loss in order to reach a mutual agreement. Such an agreement may not exceed 10% of the KBB (Kelly Blue Book) guide under the conditions referred to in the previous paragraph for a vehicle with similar characteristics.

For brand new models at the time of loss whose only value published in the mentioned guide is the List Price, 93% of the said value shall be considered.

#### **Trade in Value**

Commercial value of the vehicle between a legally constituted seller and an individual.

#### **Invoice Value**

Invoice value shall be understood as the invoice price of the vehicle, including value added tax (VAT), established by dealerships recognized by the plants which assemble the vehicle in the country. This value shall in no case include the cost of financing, transport or any other expenses not included in the actual cost of the vehicle.

The invoice value may only be allocated to late model vehicles and/or vehicles with up to 12 months of use from the date of the original invoice, for cars with 0 kms (zero kilometers). The invoice value shall persist for the first 12 months based on the date of issue of the invoice.

In the event that the vehicle does not comply with the above paragraph, indemnity shall be made at commercial value.

#### **Agreed Value**

This is the value of the vehicle agreed between the Insured and Zurich prior to taking out the insurance, which will appear on the declarations page of the Policy.

In the case of a late model vehicle, the agreed value shall be the same as that which appears on the invoice of the insured vehicle.

**Indemnity to Third Parties**

Zurich maximum liability for the coverages of Civil Liability for Property Damage to Third Parties, Civil Liability for Bodily Injury to Third Parties and medical expenses for occupants shall be the sum insured established on the declarations page of the Policy. This amount shall be the maximum amount Zurich will pay regardless of the number of persons covered and/or claims submitted.

In accordance with what is specified on the declarations page of the Policy, the sums insured can be contracted with a combined single limit. In any case, if the limit of liability indicated on the declarations page of the Policy is CSL for the coverages of Civil Liability for Property Damage to Third Parties, Civil Liability for Bodily Injury to Third Parties and medical expenses for Occupants, this shall be Zurich maximum limit of liability for any damage resulting from a motor vehicle accident.

**Clause 12. Loss of the Right to Be Indemnified**

**Without prejudice to other grounds for exclusion set forth in this Policy, if the claim submitted by the Insured is inaccurate, fraudulent, malicious, in bad faith or with the intention of causing Zurich to make a mistake or conceal it, the Insured shall lose their right to indemnity in respect of this insurance.**

**Zurich obligations shall be extinguished if:**

- 1. It is proven that the Insured, Driver, owner, beneficiary or any of their representatives, with the intention of causing the Insurer to make a mistake, concealed or misrepresented facts that exclude or may restrict Zurich obligations in accordance with the provisions of Articles 8, 9, 10, and 47 of the Insurance Contract Act.**
- 2. There is malice or bad faith in the loss or claim on the part of the Insured, Driver, Owner, Beneficiary or any of their representatives.**
- 3. It is proven that the Insured, Driver, owner, beneficiary or any of their representatives, with the intention of causing the Insurer to make a mistake, fails to provide in a timely manner the information requested by Zurich regarding facts related to the loss and by which the circumstances of its occurrence and its consequences can be determined.**
- 4. The insured vehicle is used for any use or service other than those specified on the declarations page of the Policy, which implies an increase in hazard, in accordance with Articles 52 and 53, section I, of the Insurance Contract Act.**

***"Article 52. The Insured shall notify the insurance company of any essential increase in hazard during the course of the insurance, within twenty-four hours of becoming aware of them. If the Insured fails to give notice or causes an essential increase in hazard, the company's obligations shall henceforth cease to be effective."***

***"Article 53. For the purposes of the preceding Article, it shall always be presumed:***

***I. That such an increase is essential when it refers to a fact that is important for the assessment of a risk, in such a way that the company would have contracted under different conditions if it had known of a similar increase upon execution of the contract;***

***II. That the Insured knows or should know of any aggravation arising from the acts or omissions of his tenants, spouse, descendants or any other person who, with the consent***

***of the Insured, inhabits the building or has in his possession the property which is the subject matter of the insurance"***

**However, in accordance with the provisions of Article 55 of the Insurance Contract Act, the provisions of the aforementioned articles shall not be applicable if the non-fulfilment of the obligations imposed on the Insured to reduce or avoid the increase in hazard has no influence on the occurrence of the loss.**

### **Clause 13. Subrogation**

Under the terms of Article 111 of the Insurance Contract Act, once the corresponding indemnity has been paid, the Company shall be subrogated, up to the amount paid, to the rights of the Insured as well as to their corresponding actions against the perpetrators or parties responsible for the loss. If the Company so requests, the Insured shall state the subrogation in a public deed at the Company's expense.

If subrogation is prevented due to acts or omissions of the Insured, Zurich shall be released in whole or in part from its obligations.

If the damage was only partially indemnified, the Insured and Zurich shall agree to assert their rights in the applicable proportion.

The right to subrogation shall not apply in the event that the insured is related by marriage or blood up to the second degree or by adoption to the person who has caused the damage or if they are civilly responsible for the same.

### **Clause 14. Salvages**

In the event that Zurich indemnifies the maximum limit of liability, Zurich shall be entitled to dispose of the salvage and any recovery, with the exception of non-insured Special Equipment, provided that the original equipment is replaced.

Pursuant to Articles 126 and 93, section XIX, paragraph b) of the Income Tax Act, Zurich may, if applicable, withhold 20% of the transaction value corresponding to the salvage disposal.

### **Clause 15. Automatic Reinstatement of the Sum Insured**

The sums insured under the Material Damage, Total Theft, Civil Liability for Property Damage to Third Parties, Civil Liability for Bodily Injury to Third Parties, Medical Expenses for Occupants, Extension of Civil Liability, and Civil Liability for Damage Caused by Cargo coverages which have been contracted in the Policy, shall be automatically reinstated when they have been reduced by the payment of any partial indemnity made by Zurich during the term of the Policy.

In the case of the Adaptations and/or Conversions, Partial Theft and Special Equipment coverages, any indemnity paid by Zurich shall reduce the limit of liability originally agreed by the same amount, and may be reinstated at the request of the Insured, subject to Zurich prior acceptance, in which case the Insured shall pay the corresponding premium; otherwise, the aforementioned coverages shall be null and void.

## **Clause 16. Expert's Report**

In the event of disagreement between Zurich and the Insured or Beneficiary of the Policy as to the amount of any loss or damage, the matter shall be referred to an expert appointed by mutual agreement in writing. If no agreement is reached regarding the appointment of a single expert, two experts shall be appointed, one by each party, which shall be done within ten days from the date on which one of them is requested by the other in writing to appoint one. Before commencing their work, the two experts shall appoint a third expert in disagreement in the event of contradiction.

If one of the parties refuses to appoint an expert, or simply does not do so when requested by the other party, or if the experts do not agree on the appointment of the third expert, the judicial authority shall, at the request of either party, appoint the expert of the party who has not appointed the expert, the third expert in disagreement, or both, as the case may be.

The death of one of the parties, in the case of a natural person, or its dissolution in the case of a company, occurring while the expert report is being prepared, shall not annul nor affect the powers or attributions of the expert, or of the experts or of the third expert, as the case may be; if one of the experts of the parties or the third expert dies before the report is issued, another expert shall be appointed by the appropriate person (the parties, the experts, or the competent authority) to replace them.

The costs and expenses incurred in connection with the expert report shall be borne equally by Zurich and the Insured, but each party shall cover the fees of its own expert.

The expert report referred to in this clause does not mean acceptance of the claim by Zurich; it shall merely determine the amount of the loss which Zurich may be obliged to compensate, and the parties shall be free to exercise the corresponding actions and raise the corresponding exceptions in terms of the provisions of Article 118 of the Insurance Contract Act.

## **Clause 17. Interest in Arrears**

If Zurich does not comply with the obligations assumed in the insurance contract when they become legally due, it shall pay the creditor indemnity for late payment in accordance with Article 276 of the Insurance and Bonding Institutions Act, which is transcribed below:

**"ARTICLE 276.-** If an Insurance Institution does not comply with the obligations assumed in the insurance contract within the terms it legally has to do so, it shall pay the creditor indemnity for late payment in accordance with the following:

- I. Obligations in local currency shall be denominated in Investment Units, at their value on the maturity date of the terms referred to in the initial part of this article, and their payment shall be made in local currency, at the value that the Investment Units have on the date on which payment is made, in accordance with the provisions set forth in paragraph two, Section VIII of this article.

In addition, the Insurance Institution shall pay interest in arrears on the obligation denominated in Investment Units pursuant to the provisions of the previous paragraph, which shall be capitalized monthly and whose rate shall be equal to the result of multiplying by 1.25 the cost of bank term deposits denominated in Investment Units of the multiple banking institutions in the country, published by the Banco de México in the Official Gazette of the Federation, corresponding to each of the months in which there is a default;

- II. When the main obligation is denominated in foreign currency, in addition to the payment of this obligation, the Insurance Institution shall be obliged to pay interest in arrears which shall be capitalized monthly and shall be calculated by applying to the amount of the obligation itself, the percentage resulting from multiplying by 1.25 the cost of bank term deposits denominated in US dollars of the multiple banking institutions in the country, published by the Banco de México in the Official Gazette of the Federation, corresponding to each of the months in which there is a default;
- III. In the event that the reference rates for the calculation of the interest in arrears referred to in Sections I and II of this article have not been published at the date on which the calculation is made, the rate of the immediately preceding month shall be applied, and in the event that such rates are not published, the interest in arrears shall be computed by multiplying the rate that replaces them by 1.25, in accordance with the applicable provisions;

- IV. The interest in arrears referred to in this Article shall be accrued on a daily basis, from the maturity date of the terms referred to in the first part of this Article until the day on which the payment provided for in paragraph two of Section VIII of this article is made. To calculate such interest, the reference rates referred to in this article shall be divided by three hundred sixty-five and the result multiplied by the number of days corresponding to the months during which the non-compliance persists;
- V. In case of repair or replacement of the affected object, indemnity for arrears shall consist only of the payment of interest corresponding to the currency in which the main obligation is denominated in accordance with Sections I and II of this article and shall be calculated on the amount of the cost of repair or replacement;
- VI. The rights of the creditor to the indemnity benefits provided for in this article cannot be waived. Any agreement intended to extinguish or reduce them shall have no legal effect. These rights shall arise only for the duration of the term prescribed by Law for the payment of the main obligation, even if it is not due and payable at the time.

Once the amount of the main obligation has been established pursuant to the agreement of the parties or the final decision of the judge or arbitrator, the indemnity benefits provided for in this article shall be covered by the Insurance Institution on the amount of the main obligation so determined;

- VII. If the claim is ruled admissible in the respective trial, even when payment of the indemnity for arrears established in this article has not been claimed, the judge or arbitrator shall order the debtor to cover those benefits in accordance with the sections above in addition to the main obligation;
- VIII. Indemnity for arrears consisting of the system of adjustment and interest referred to in Sections I, II, III, and IV of this article shall be applicable to all types of insurance, except for surety insurance guaranteeing indemnity related to unpaid tax credits, in which case the provisions of the Federal Tax Code shall apply.

Payment by the Insurance Institution shall be made in a single instalment comprising the total balance of the following items:

- a) Interest in arrears;
- b) The adjustment referred to in paragraph one, Section I of this article, and
- c) The main obligation.

In the event that the Insurance Institution does not pay the total amount of the obligations assumed in the insurance contract and the indemnity for arrears in a single instalment, any payments it makes shall apply to the items indicated above in that same order, hence indemnity for arrears shall continue to accrue under the terms of this article on the unpaid amount of the main obligation until it is fully paid.

When the Institution interposes a means of defense that suspends the enforcement procedure provided for in this law, and a final judgement is issued whereby the contested acts are deemed admissible, the corresponding payment or collection shall include the indemnity for arrears generated by the main obligation up to that moment, and

- IX. If the Insurance Institution, within the legal deadlines and terms, does not pay the indemnities for arrears, the judge or the National Commission for the Protection and Defense of Financial Service Users, as appropriate, shall impose a fine of 1000 to 15000 Days of Salary.

In the case of the administrative enforcement procedure provided for in Article 278 of this Law, if the insurance institution fails to pay the indemnity for arrears within the legal deadlines or terms, the Commission shall impose the fine set forth in this section, upon request of the corresponding enforcement authority in accordance with Section II of said Article.

## **Clause 18. Jurisdiction.**

In the event of a dispute, the claimant may assert their rights before the Specialized Unit for the Attention of Queries and Claims of the Insurance Company (Zurich) or before the National Commission for the Protection and Defense of Financial Service Users (CONDUSEF). In any case, the claimant may decide to go before the referred bodies or directly before a judge. The above within a period of two years from the occurrence of the event that gave rise to the dispute, or from the refusal of the financial institution to satisfy the user's claims.

If the parties do not submit to arbitration by CONDUSEF, or whoever said body proposes, the rights of the claimant shall be safeguarded so that they can assert them before a judge; in the event that the claimant chooses to sue, they may, at their choice, determine jurisdiction by reason of territory, based on the address of any of the Delegations of the National Commission for the Protection and Defense of Financial Service Users (CONDUSEF).

## **Clause 19. Expiry**

All actions arising from this Insurance contract shall expire in two years, pursuant to the terms of **Article 81** of the Insurance Contract Act, from the date of the event that gave rise to them, except for the exceptions set forth in **Article 82**<sup>1</sup> thereof;

The full text of **Article 81** of the Insurance Contract Act in force is quoted below:

**Article 81.** All actions arising from an insurance contract shall expire:

- I. In five years for life insurance death coverage.
- II. In two years in other cases.

In all cases, the time limits shall be from the date of the event giving rise to them.

Expiry shall be interrupted not only by ordinary causes, but also by those referred to in the Protection and Defense of Financial Services Users Act (CONDUSEF).

## **Clause 20. Commission and direct compensation**

During the Policy period, the Policyholder may ask Zurich in writing to inform it of the percentage of the premium which, as commissions or direct compensation, corresponds to the broker or legal entity for its participation to enter into this contract. Zurich shall provide such information in writing or by electronic means within ten business days of receiving the request.

## **Clause 21. Acceptance of the contract (Article 25 of the Insurance Contract Act)**

**Article 25.** If the contents of the Policy or its Amendments fail to agree with the offer, the insured may request the corresponding rectification within thirty days following the day on which the Policy is received. Once this period has elapsed, the provisions of the policy or amendments thereto shall be deemed accepted.

---

<sup>1</sup> General Conditions, Clause 22a. *Legal Framework*.

## **Clause 22. Legal framework**

**The following Articles pertain to the Insurance Contract Act in force and are therefore applicable for the purposes of these General Conditions:**

**Article 8.** The proposer shall be required to declare in writing to the insurance company, in accordance with the relevant questionnaire, all facts relevant to the assessment of the risk which may influence the agreed conditions, which the proposer knows or should know at the time they enter into the contract.

**Article 9.** If the contract is entered into by a representative of the Insured, all material facts which are or should be known to the representative and the principal shall be declared.

**Article 10.** Where insurance is proposed on behalf of another, the proposer shall declare all material facts which are or should be known to the third party insured or its broker.

**Article 34.** Unless otherwise agreed, the premium shall become due at the time of the execution of the contract, with regard to the first insurance period; the insurance period being understood as the period for which the premium unit is calculated. Should there be any doubt, the insurance period shall be considered to be one year.

**Article 40.** If the premium or the corresponding part thereof has not been paid, in the case of installment payments, within the agreed term, the effects of the contract shall automatically cease at twelve noon on the last day of such term. If the term has not been agreed upon, a 30-calendar-day period following the date of its expiry shall apply.

Unless otherwise agreed, the term provided for in the preceding paragraph shall not apply to the compulsory insurance referred to in Article 150 Bis of this Act.

**Article 47.** Any omission or inaccurate statement of the facts referred to in **Articles 8, 9 and 10** of this Act shall entitle the insurance company to deem the contract rescinded by operation of law, even if it has not influenced the occurrence of the loss.

**Article 48.** The insurance company shall notify the Insured or its Beneficiaries, in an official manner, of the rescission of the contract within thirty calendar days following the date on which the company itself becomes aware of the omission or inaccurate declaration.

**Article 51.** In the event of unilateral termination of the contract for the causes referred to in Article 47 of this Act, the insurer shall retain its right to the premium for the insurance period in progress at the time of said rescission; but if this takes place before the risk has begun to run for the insurer, the right shall be reduced to the reimbursement of the expenses incurred.

If the premium has been paid in advance for several insurance periods, the insurance company shall refund three quarters of the premiums for future insurance periods.

**Article 52.** The Insured shall notify the insurance company of material increases in hazard during the insurance period, within twenty-four hours of becoming aware of them. If the Insured fails to give notice or if it causes a material increase in hazard, the obligations of the company thereafter shall cease by the operation of law.

**Article 53.** For the purposes of the preceding Article, it shall always be presumed that:

I. The increase is material, when it refers to a fact that is important for the assessment of a risk, in such a way that the company would have contracted under different conditions if it had known of a similar increase in hazard when executing the contract;

II. The Insured knows or should know of any increase in hazard arising from the acts or omissions of its tenants, spouses, descendants or any other person who, with the consent of the Insured, inhabits the building or has in its possession the property that is the subject matter of the insurance.



**Article 55.-** If the insured fails to comply with these obligations, the insurance company may not make use of the clause releasing it from its obligations when the non-compliance has no effect on the loss or on the scope of its benefits.

**Article 56.** When the insurance company rescinds the contract due to a material increase of the hazard, its responsibility shall end fifteen days after the date on which it notifies the Insured of its decision.

**Article 66.** As soon as the insured or the beneficiary, as the case may be, becomes aware of the occurrence of the loss and of the right created in its favor by the insurance contract, they shall inform the insurance company. Unless otherwise provided for in this Act, the insured or the beneficiary shall have a maximum of five days' notice, which shall be in writing unless otherwise provided for in the contract.

**Article 67.** When the insured or the beneficiary fail to comply with the obligation imposed by the preceding article, the insurance company may reduce the benefit due up to the sum that would have been due if notice had been given in due time.

**Article 68.** The company shall be released from all obligations under the contract if the insured or the beneficiary fails to give immediate notice with the intention of preventing the circumstances of the loss from being verified in a timely manner.

**Article 69.** The insurance company shall have the right to request from the Insured or Beneficiary all kinds of information about the facts related to the loss and by which the circumstances of its occurrence and the consequences thereof may be determined.

**Article 71.** The claim arising from the insurance contract shall become due thirty days after the date on which the company has received the documents and information enabling it to know the basis of the claim.

A clause in which it is agreed that the claim may only be enforced after it has been recognized by the company or established in court shall be null and void.

**Article 81.** All actions arising out of a contract of insurance shall expire:

- I. In five years for life insurance death cover.
- II. In two years in other cases.

In all cases, the time limits shall be from the date of the event giving rise to them.

**Article 82.** The time limit referred to in the preceding Article shall not run in the case of omission, false or inaccurate declarations concerning the risk incurred, but as of the day on which the company became aware of such risk, and in the case of the occurrence of the loss, as of the day on which the interested parties became aware of it, and they shall prove that they were unaware of its occurrence up to that time.

In the case of third-party Beneficiaries, it shall also be necessary that they have knowledge of the right created in their favor.

**Article 100.** When insurance is taken out with several companies for the same risk and for the same interest, the Insured is required to inform each of the insurers of the existence of the other insurance policies.

The notice shall be given in writing and shall indicate the names of the insurers as well as the sums insured.

**Article 101.** If the Insured intentionally fails to give the notice referred to in the previous article, or if the Insured takes out various insurance policies in order to obtain an illicit profit, the insurers shall be released from their obligations.

**Article 102.** The insurance contracts referred to in Article 100, entered into in good faith, on the same or different dates, for a total sum exceeding the value of the insured interest, shall be valid and shall bind each of the insurance companies up to the full value of the damage sustained, within the limits of the sum insured.

Concurrent insurance shall also apply in the case of liability insurance where the value of the insured interest is unspecified.

**Article 103.-** The company that pays in the case of the previous article may reimburse all the others in proportion to their respective sums insured.

In the case of concurrence of liability insurance, the insurance companies shall participate in equal amounts in the payment of the loss. If the limit or sum insured of any of the Policies is exhausted, the excess amount shall be indemnified in equal amounts by the companies with higher limits or sums insured, up to the maximum limit of liability of each of them.

**Article 111.** The insurance company that pays the indemnity shall be subrogated, up to the amount paid, in all the rights and actions against third parties that due to the damage sustained correspond to the Insured.

In surety insurance, the insurer shall be subrogated, up to the limit of the indemnity paid, in the rights and actions that the Insured has due to the loss against the Policyholder of the insurance and, where appropriate, against other parties responsible for such insurance.

The company may be released in whole or in part from its obligations if subrogation is prevented by acts or omissions on the part of the Insured.

If the damage was only partially indemnified, the Insured and the insurance company shall concur to assert their rights in the corresponding proportion.

The right to subrogation shall not apply in the event that the Insured has a marital relationship or a family relationship by blood or affinity up to the second degree or civil relationship with the person who has caused the damage, or if they are civilly liable for such damage.

**Article 118.** If one of the parties refuses to appoint an expert for the valuation of the damage, or if the parties do not agree on the importance of the damage, the valuation shall be carried out by experts appointed by the judicial authority at the request of either party, or by a third party expert so appointed, if necessary.

**Article 150 Bis.** Liability insurance, which is required by law may not cease to have effect, be rescinded or terminated prior to the date of termination of its policy period.

When the company pays on behalf of the Insured the indemnity owed by the latter to a third party as a result of damage provided for in the contract and proves that the Policyholder has made omissions or misrepresentations of the facts referred to in Articles 8, 9, 10 and 70 of this Act, or has substantially increased the hazard under the terms of Articles 52 and 53 of this Act, the company shall be entitled to demand directly from the Policyholder the reimbursement of what has been paid.

**Article 202.** Insurance institutions may only offer to the public services related to the transactions authorized by this Act, through insurance products that comply with the provisions of Articles 200 and 201 of this Act.

In the case of insurance products offered to the general public and formalized by means of adhesion contracts, which are understood as those drawn up unilaterally in forms by an Insurance Institution and in which the terms and conditions applicable to the contracting of insurance are established, as well as the model clauses drawn up to be incorporated by means of additional endorsements to these contracts, in addition to complying with the provisions of paragraph one of this article, they shall be registered beforehand with the Commission under the terms of article 203 of this act.

The provisions of this paragraph shall also apply to insurance products which, without being formalized by means of adhesion contracts, refer to group insurance of the transactions referred to in sections I and II of Article 25 of this Act, and to the surety insurance referred to in item g), section III of Article 25 of this act.

Insurance institutions shall include in the contractual documentation of the insurance products referred to in the previous paragraph that the product offered to the public is registered with the Commission, in the manner and under the terms determined by the Commission by means of general provisions.

The contract or clause incorporated therein, entered into by an Insurance Institution without the registration referred to in this Article, is voidable, but the action may only be brought by the Policyholder, Insured, or Beneficiary, or by their successors against the Insurance Institution and never by the latter against them.

**The following Article belongs to the current Federal Criminal Code, which is applicable for the purposes of these General Conditions:**

**Article 386.** The offence of fraud is committed by anyone who, by deceiving someone or taking advantage of the error in which that individual finds them self, unlawfully takes possession of something or obtains undue profit. The offence of fraud shall be punishable by means of the following penalties:

- I. With imprisonment from 3 days to 6 months or from 30 to 180 days fine, when the value of the defrauded amount does not exceed ten times the salary;
- II. With imprisonment from 6 months to 3 years and a fine from 10 to 100 times the salary, when the value of the defrauded amount exceeds 10, but not 500 times the salary;
- III. With imprisonment from three to twelve years and a fine of up to one hundred and twenty times the salary, if the value of the defrauded amount is more than five hundred times the salary.

**Article 400.** A term of imprisonment of three months to three years and a fine of fifteen to sixty days shall be imposed on anyone who:

- I. With intent to profit, after the commission of the offence and without having participated in the offence, knowingly acquires, receives, or conceals the proceeds of said offence. If the person who received the thing in sale, pledge, or under any other item, was not aware of its unlawful origin, because such person failed to take the necessary precautions to ensure that the person from whom they received it had the right to dispose of it, the penalty shall be reduced by up to one half.
- II. Knowingly assists or co-operates in any way with the perpetrator of an offence by agreement subsequent to the commission of the offence;
- III. Conceals or facilitates the concealment of the party responsible for an offence, the effects, objects, or instruments of the offence or prevents their detection;
- IV. When requested by the authorities, fails to assist in the investigation of offences or in the prosecution of offenders;
- V. Fails to attempt, by any lawful means within their power and without risk to themselves, to prevent the commission of offences which they know are about to be or are being committed, unless they are under an obligation to undertake the risk, in which case the provisions of this Article or other applicable rules shall apply;
- VI. Unlawfully alters, modifies, or disturbs the site, traces, or remains of the criminal offence, and
- VII. Diverts or obstructs the investigation of the criminal offence in question, or facilitates the accused's evasion of justice.

The penalty provided for in this article shall not apply in the cases of sections III, regarding concealment of the offender, and IV, in the case of:

- a) Ascendants and descendants by blood or marriage;
- b) The spouse, concubine, common-law husband, and collateral relatives by blood up to the fourth degree, and by affinity up to the second degree; and
- c) Those who are linked to the offender by love, respect, gratitude, or close friendship derived from noble reasons.

The judge, taking into account the nature of the action, the personal circumstances of the accused and the other circumstances indicated in Article 52, may impose, in the cases of concealment referred to in sections I, paragraph one and II to IV of this Article, instead of the penalties indicated, up to two thirds of those penalties that would correspond to the perpetrator of the offence; the reasons for which the judge bases their decision to apply the penalty authorized by this paragraph shall be specified in the judgement.

**Article 400 Bis.** A prison sentence of five to fifteen years and a fine of one thousand to five thousand days shall be imposed on anyone who, by them self or through an intermediary, engages in any of the following conducts:

- I. Acquires, alienates, administers, safeguards, possesses, exchanges, converts, deposits, withdraws, gives or receives for any reason, invests, assigns, transports or transfers, within national territory, from the national territory to a foreign country or vice versa, resources, rights or goods of any nature, when they know that they come from or represent the proceeds of an illegal activity, or
- II. Conceals, disguises, or attempts to conceal or disguise the nature, source, location, destination, movement, ownership, or title of resources, rights or property, when they know that they derive from or represent the proceeds of illegal activity.

For the purposes of this Chapter, resources, rights, or assets of any nature shall be understood to be the proceeds of an illegal activity when there are well-founded indications or certainty that they come directly or indirectly from, or represent the proceeds derived from, the commission of a crime and their legitimate origin cannot be proven.

In the case of conducts provided for in this Chapter, in which services of companies that make up the financial system are used, in order to criminally prosecute them, a prior report by the Ministry of Finance and Public Credit shall be required.

When the Ministry of Finance and Public Credit, in the exercise of its auditing powers, finds evidence that allow it to presume the commission of any of the offences referred to in this Chapter, it shall exercise the powers of verification conferred on it by law and report the facts that may probably constitute such offences.

**The following Articles pertain to the Income Tax Act in force, and are applicable for the purposes of these General Conditions:**

**Article 76.** In addition to the obligations provided for in other articles of this Title, taxpayers who obtain income as indicated in this Title shall have the following obligations:

- I. Keeping accounts pursuant to the Federal Tax Code, its Regulations and the Regulations of this Act, and performing the entries therein.
- II. Issuing tax receipts for the activities they perform.
- III. Issuing tax receipts stating the amount of payments made that constitute income from a source of wealth located in Mexico in accordance with the provisions of Title V of this Act, or payments made to establishments abroad of Mexican credit institutions under the terms of Article 48 of this Act and, where applicable, the tax withheld from the resident abroad or the aforementioned credit institutions.
- IV. Drawing up a statement of financial position and an inventory of stocks as of the end of the tax year in accordance with the respective regulatory provisions.
- V. Filing a tax return determining the taxable income for the tax year or the taxable profit for the period, as well as the amount of the corresponding tax with the authorized offices within three months of the end of the tax year. This tax return shall also determine the taxable profit and the amount corresponding to employee profit sharing.
- VI. Submitting the following information to the tax authorities by February 15 each year at the latest, using the official form approved for this purpose by such authorities:
  - a. The outstanding balance as of December 31 of the previous year of loans granted or guaranteed by residents abroad; and
  - b. The type of financing, name of the actual beneficiary of the interest, type of currency, the applicable interest rate, and the due dates of the principal and the accessories for each of the financing transactions referred to in the previous item.

- VII. Filing the returns referred to in this article by electronic means at the e-mail address indicated for this purpose by the Tax Administration Service by means of general provisions.
- VIII. Keeping a record of their transactions in securities issued in series.
- IX. Obtaining and maintaining the supporting documentation, in the case of taxpayers that enter into transactions with related parties resident abroad, with which they prove that the amount of their income and deductions were made in accordance with the prices or amounts of consideration that would have been used by independent parties in comparable transactions, which must contain the following data:
  - a. The name, company name or corporate name, address, and tax residence of the related parties with whom transactions are entered into, as well as the documentation proving the direct and indirect participation between the related parties.
  - b. Information regarding the functions or activities, assets used and risks assumed by the taxpayer for each type of transaction.
  - c. Information and documentation on related party transactions and their amounts, for each related party and for each type of transaction according to the classification and with the data provided for in Article 179 of this Act.
  - d. The method applied pursuant to Article 180 of this Act, including information and documentation on comparable transactions or comparable companies for each type of transaction.

Taxpayers performing business activities whose income in the immediately preceding tax year has not exceeded \$13,000,000.00, as well as taxpayers whose income derived from providing professional services has not exceeded \$3,000,000.00 in said tax year shall not be required to comply with the obligation provided for in this section, except those taxpayers who fall within the situation referred to in the penultimate paragraph of Article 179 of this Act and those who are contractors or assignees under the terms of the Hydrocarbons Revenue Act.

The exercise of the powers of verification regarding the obligation provided for in this section may only be carried out for completed tax years.

The documentation and information referred to in this section shall be recorded in the accounting records, identifying in such records that they are transactions with related parties resident abroad.

- X. Submitting, together with the tax return for the year, the information on transactions with related parties resident abroad, carried out during the immediately preceding calendar year, which is requested using the official form approved by the tax authorities for this purpose.
- XI. In the case of legal entities making dividend or profit payments to individuals or legal entities:
  - a. Making payments by non-negotiable check of the taxpayer issued to the shareholder or by means of funds transfers regulated by the Bank of Mexico to the shareholder's account.
  - b. Providing the persons to whom they make payments for the items referred to in this section with a tax receipt indicating the amount thereof, the income tax withheld in terms of Articles 140 and 164 of this Act, as well as whether they come from the accounts set forth in Articles 77 and 85 of this Act, as the case may be, or whether they are the dividends or profits referred to in Article 10, paragraph one of this Act. This receipt shall be provided when the dividend or profit is paid.
- XII. In the case of legal entities that enter into transactions with related parties, they shall determine their cumulative income and authorized deductions considering the prices and amounts of consideration that they would have used with or between independent parties in comparable transactions for these transactions. For these purposes, they shall apply the methods set forth in Article 180 of this Act in the order set forth in the aforementioned Article.

- XIII. Submitting, no later than February 15 each year to the authorized offices, a tax return providing information on the transactions carried out in the previous calendar year, through trusts by which business activities in which they are involved are carried out.
- XIV. Maintaining inventory control of goods, raw materials, in-process products and finished products, as appropriate, according to the perpetual inventory system. Taxpayers may incorporate variations to the system referred to in this section, provided that they comply with the requirements established by general provisions. Taxpayers who choose to value their inventories pursuant to the paragraph four of Article 41 of this Act shall keep a record of the factors used to set the gross profit margins applied to determine the cost of goods sold during the tax year, identifying the homogeneous items by group or department with the profit margins applied to each of them. The record referred to in this paragraph shall be kept at the disposal of the tax authorities during the period set forth in Article 30 of the Federal Tax Code.
- XV. Informing the tax authorities, through the electronic means and forms indicated by the Tax Administration Service by means of general provisions, no later than the 17th of the month immediately following the month in which the transaction is performed, of the consideration received in cash in national or foreign currency, as well as in gold or silver pieces, the amount of which exceeds one hundred thousand pesos. These general provisions may establish cases in which it is not necessary to submit the information referred to in this section.

The information referred to in this section shall be available to the Ministry of Finance and Public Credit under the terms of Article 69 of the Federal Tax Code.

- XVI. Informing the tax authorities, using the means and forms indicated for this purpose by the Tax Administration Service by means of general provisions, for the loans, contributions for future capital increases or capital increases received in cash, in national or foreign currency, in excess of \$600,000.00, within fifteen days following the date on which the corresponding amounts are received.
- XVII. Taxpayers resident in the country, who have establishments abroad, in addition to the obligations set forth in other articles of this Act, shall have the following obligations:
  - a. Keeping the accounting books and records that correspond to the establishment abroad, in accordance with the terms of this Act and its Regulations. The corresponding entries may be made in accordance with the following:
    - 1. In Spanish or in the official language of the country where these establishments are located. If the corresponding entries are made in a language other than Spanish, an authorized translation shall be provided to the tax authorities as requested in the exercise of their powers of verification.
    - 2. Recording transactions in national currency or in the currency of legal tender in the country where such establishments are located. If transactions are recorded in a currency other than the national currency, the conversion may be made, at the taxpayer's option, for each transaction or in accordance with the exchange rate of the foreign currency in Mexico on the last day of each calendar month.
  - b. Keeping the books, records, and supporting documentation of the respective entries and proof of having complied with their tax obligations, related only to the establishment abroad, during the term established for this purpose by this Act and the Federal Tax Code. They may be kept in such an establishment provided that the requirements and conditions set forth in the Regulations of this Act are complied with.
- XVIII. Legal entities that distribute advances or return under the terms of section II of Article 94 of this Act shall issue a tax receipt stating the amount of the advances and return distributed, as well as the tax withheld.
- XIX. In the case of taxpayers that have opted for an audit in accordance with Article 32-A of the Federal Tax Code, they shall present a report on their compliance with their tax obligations in the audited tax year at the Ordinary General Shareholders' Meeting.

The obligation provided for in the preceding paragraph shall be deemed to be fulfilled if the report on the review of the tax situation referred to in section III of article 52 of the Federal Tax code is distributed among the shareholders and read at the aforementioned Meeting.

**Article 86.** In addition to the obligations provided for in other articles of this Act, the legal entities referred to in this Title shall have the following obligations:

- I. Keeping accounting systems pursuant to the Federal Tax Code, its Regulations and the Regulations of this Act and making entries therein with regard to their transactions.
- II. Issuing and collecting the tax receipts that prove the alienations and disbursements they make, the services they provide, or the granting of the temporary use or enjoyment of goods.
- III. Submitting to the authorized offices no later than February 15 each year, a return determining the distributable surplus and the proportion of this item corresponding to each member.
- IV. Providing its members with proof and a tax receipt indicating the amount of the distributable surplus, if any.
- V. Issuing the certificates and tax receipt and providing the information referred to in section III of Article 76 of this Act; withholding and paying the tax payable by third parties and requiring the respective receipt, when they make payments to third parties and are required to do so under the terms of this Act. They shall comply with the obligations referred to in Article 99 of such Act when they make payments that are also income under the terms of Title IV, Chapter I of this Act.
- VI. Labor unions and the organizations that group them together are released from compliance with the obligations provided for in sections I and II of this article, except for those activities that, if performed by another person, would be covered by Article 16 of the Federal Tax Code. The individuals indicated in Article 79 of this Act who do not indicate a distributable surplus shall be released from the obligations referred to in sections III and IV of this Article.
- VII. The individuals referred to in sections V to XIX and XXV of Article 79 of this Act, as well as the legal entities or trusts authorized to receive tax-deductible donations and the investment funds referred to in this Title, shall file an annual tax return in which they shall inform the tax authorities of the revenue obtained and the expenditure incurred. Such tax return shall be submitted by February 15 each year.
- VIII. Legally recognized political parties and associations shall have the obligation to withhold and pay the tax and require tax receipts when they make payments to third parties and are required to do so by law. They shall also keep accounts and maintain them pursuant to the Federal Tax Code and its Regulations.
- IX. The Federation, states, municipalities, and institutions that by law are required to deliver to the Federal Government the full amount of their operating surplus shall only be required to withhold and pay the tax, issue tax receipts for contributions, products, and benefits they collect as well as for the support or incentives they grant. Similarly, they shall require tax receipts when they make payments to third parties and are required to do so by law.
- X. Decentralized bodies that do not pay taxes in accordance with Title II of this Act shall only have to comply with obligations referred to in the previous paragraph.
- XI. Legally recognized political parties and associations, the Federation, states, municipalities, and institutions that by law are required to deliver to the Federal Government the full amount of their operating surplus, as well as decentralized bodies that do not pay taxes pursuant to Title II of this Act are required to issue and deliver tax receipts to individuals who receive payments for salaries and, in general, for the provision of a subordinate personal service, on the date on which the corresponding disbursement is made, which may be used as proof or receipt of payment for the purposes of the labor legislation referred to in Articles 132 sections VII and VIII, and 804 paragraph one sections II and IV of the Federal Labor Act.

XII. When a legal entity covered by this Title is dissolved, the obligations referred to in sections III and IV of this Article shall be fulfilled within three months of the dissolution.

**Article 93.** Income tax is not payable on the following income:

- I. Benefits other than salary received by workers at the general minimum salary for one or more geographical areas, calculated on the basis of that salary, when they do not exceed the minimums established by labor legislation, as well as remuneration for overtime or for the provision of services performed on days off without taking other days off, up to the limit provided for in labor legislation, received by those workers. In the case of other workers, 50% of the remuneration for overtime or for the provision of services performed on days off without taking other days off, which does not exceed the limit provided for in the labor legislation and without this exemption exceeding the equivalent of five times the general minimum salary in the worker's geographical area for each week of services.
- II. For the rest of the benefits exempted from the payment of the tax referred to in the previous section, the tax shall be paid in accordance with the terms of this Title.
- III. Indemnities for occupational hazards or illnesses that are granted pursuant to the laws, collective bargaining agreements, or agreements with contract-law status.
- IV. Retirement benefits, pensions, retirement pensions, as well as lifetime pensions or other forms of retirement, from the retirement insurance sub-account or the sub-account for retirement, severance at an advanced age and old age, provided for in the Social Security Act and those from the individual account of the retirement savings system provided for in the State Workers' Social Security and Social Services Institute Act, for cases of disability, unemployment, old age, retirement and death, whose daily amount does not exceed fifteen times the general minimum salary in the taxpayer's geographical area, and the benefit provided for in the Universal Pension Act. Tax shall be payable on the surplus under the terms of this Title.
- V. In order to apply the exemption on the items referred to in the previous section, the total of the pensions and retirement payments paid to the worker referred to therein shall be taken into account, regardless of who pays them. A withholding shall be made from the surplus pursuant to the terms established for this purpose in the Regulations of this Act.
- VI. Those received for the reimbursement of medical, dental, hospital, and funeral expenses, which are generally granted in accordance with the law or by employment agreements.
- VII. Social security benefits provided by public institutions.
- VIII. Those received on account of disability allowances, educational grants for workers or their children, childcare, cultural and sports activities, and other social welfare benefits of a similar nature, which are generally granted, in accordance with the law or by employment agreements.
- IX. The social welfare referred to in the previous section is that provided for in article 7, paragraph five of this Act.
- X. The delivery of contributions and their returns coming from the housing sub-account of the individual account provided for in the Social Security Act from the Housing Fund sub-account of the individual account of the retirement savings system provided for in the State Workers' Social Security and Social Services Institute Act, or from the Housing Fund for active members of the Army, Air Force, and Navy provided for in the Social Security for the Mexican Armed Forces Act, as well as the housing provided to workers, including by companies when the deductibility requirements of Title II of this Act or, as the case may be, of this Title, are met.
- XI. Those coming from workers' savings accounts and savings funds established by companies for their workers when they meet the deductibility requirements of Title II of this Act or, as the case may be, of this Title.
- XII. Workers' social security contributions paid by employers.



- XIII. Those obtained by individuals who have been subject to an employment relationship at the time of their departure, such as seniority, retirement, and indemnity or other payments, as well as those obtained and paid to the retirement insurance sub-account or the retirement, severance at an advanced age and old age sub-account, provided for in the Social Security Act and those obtained by state workers paid to the individual account of the retirement savings system, provided for in the State Workers' Social Security and Social Services Institute Act, and those obtained through the benefit provided for in the Universal Pension Act, up to the equivalent of ninety times the general minimum salary in the taxpayer's geographical area for each year of service or contribution in the case of the retirement insurance sub-account, the retirement, the advanced age and old age retirement sub-account, or the individual account in the retirement savings system. The years of service shall be those that would have been considered for the calculation of the aforementioned items. Any period of more than six months shall be considered a full year. Tax shall be payable on the surplus under the terms of this Title.
- XIV. The bonuses that workers receive from their employers, during a calendar year, up to the equivalent of the general minimum salary in the worker's geographical area increased to 30 days, when such bonuses are granted in general; as well as the vacation bonuses that employers grant during the calendar year to their workers in general, and the employee profit sharing, up to the equivalent of 15 days of the general minimum salary in the worker's geographical area, for each of the aforementioned items. In the case of Sunday bonuses, up to the equivalent of the general minimum salary in the worker's geographical area for each Sunday worked.
- XV. For the additional income referred to in the preceding section, the tax shall be paid in accordance with the terms of this Title.
- XVI. Remuneration for subordinate personal services received by foreigners in the following cases:
- Diplomatic agents.
  - Consular agents, in the performance of their duties, in cases of reciprocity.
  - Employees of foreign embassies, legate offices, and consulates, who are nationals of the countries represented, provided that there is reciprocity.
  - Members of official delegations, in the case of reciprocity, when representing foreign countries
  - Members of scientific and humanitarian delegations.
  - Representatives, officials, and employees of international organizations with headquarters or offices in Mexico, when so established by treaties or agreements.
  - Foreign technicians hired by the Federal Government, when so provided for in the agreements between Mexico and the country on which they depend.
- XVII. Per diems, when they are effectively disbursed in the service of the employer and this circumstance is proven with the corresponding tax receipts.
- XVIII. Those arising from leases extended by law.
- XIX. The proceeds from the disposal of:
- The taxpayer's house, provided that the amount of the consideration obtained does not exceed seven hundred thousand investment units and the assignment is notarized by a notary public. For the surplus, profit shall be determined and the annual tax and provisional payment shall be calculated under the terms of Chapter IV of this Title, considering the deductions in the proportion resulting from dividing the surplus by the amount of the consideration obtained. The calculation and payment of the tax corresponding to the provisional payment shall be made by the notary public in accordance with said Chapter.

The exemption provided for in this item shall be applicable provided that, during the three years immediately prior to the date of sale in question, the taxpayer has not sold another house for which the exemption provided for in this subsection has been obtained and has declared, under penalty of perjury, such circumstances before the notary public before whom the transaction is notarized.

The notary public shall consult the Tax Administration Service through the website of said decentralized body, and pursuant to the general provisions issued for this purpose by the latter, if the taxpayer has

previously sold any house during the five years prior to the date of the sale in question, for which the exemption provided for in this item has been obtained, and shall notify said decentralized body of said sale, indicating the amount of the consideration and, where applicable, the tax withheld.

- b) Personal property, other than shares, partnership interests, securities and, investments of the taxpayer, where in a calendar year the difference between the total of sales and the proven cost for the purchase of the property sold do not exceed three times the general minimum salary in the taxpayer's geographical area for one year. Tax shall be paid on the profit in excess under the terms of this Title.

XX. Interest:

- a) Paid by credit institutions, provided that they come from checking accounts, for the deposit of wages and salaries, pensions, or retirement payments, or savings deposits, whose average daily balance of the investment does not exceed 5 general minimum salaries in the geographic area of the Federal District for one year.
- b) Paid by savings and loan cooperative societies and by popular financial societies, resulting from investments whose average daily balance does not exceed 5 general minimum wages of the geographical area of the Federal District for one year.

For the purposes of this section, the average daily balance shall be obtained by dividing the sum of the daily balances of the investment by the number of days of the investment, disregarding unpaid accrued interest.

- XXI. The amounts paid by insurance institutions to the insured or their beneficiaries when the risk covered by the contracted policies occurs and provided that it is not insurance related to fixed assets. In the case of insurance where the risk covered is the survival of the insured, income tax is not payable on the amounts paid by insurance institutions to their insured or beneficiaries provided that the indemnity is paid when the insured reaches the age of sixty, and at least five years have elapsed between the date of taking out the insurance and the time when the indemnity is paid. The provisions of this paragraph shall only apply when the premium is paid by the insured.

Income tax shall also not be payable on amounts paid by insurance institutions to their policyholders or their beneficiaries arising from life insurance contracts when the premium has been paid directly by the employer for its employees, provided that the benefits of such insurance are delivered solely due to death, disability, organ losses, or inability of the insured to perform paid personal work pursuant to the social security laws and provided that, in the case of insurance covering the death of the policyholder, the beneficiaries of such policy are the individuals related to the policyholder referred to in section I of Article 151 of this Act, and the other requirements provided for in section XI of Article 27 of such Act are met. The exemption provided for in this paragraph shall not apply to amounts paid by insurance institutions for dividends resulting from the insurance policy or its collectivity.

Income tax is not payable on amounts paid by insurance institutions to their policyholders or their beneficiaries arising from life insurance contracts, when the individual paying the premium is not the individual mentioned in the previous paragraph and the benefits of such insurance are given due to death, disability, organ losses, or inability of the insured to perform personal work.

The covered risk referred to in the preceding paragraph shall be calculated by taking into account all insurance policies covering the risk of death, disability, organ loss, or inability of the insured to perform paid personal work pursuant to the social security laws taken out for the benefit of the same insured by the same employer.

In the case of amounts paid by insurance institutions due to retirement benefits, pensions, or retirement, as well as medical expense insurance, the provisions of sections IV and VI of this article shall apply, as appropriate.

The provisions of this section shall apply only to income received from insurance institutions incorporated under Mexican law and which are authorized to organize and operate as such by the relevant authorities.

- XXII. Those received due to inheritance or bequest.

- XXIII. Donations in the following cases:
- a) Between spouses or those received by the descendants of their ascendants in a straight line, regardless of the amount.
  - b) Those received by ascendants from their descendants in a straight line, provided that the assets received are not sold or donated by the ascendant to another descendant in a straight line without limitation of degree.
  - c) Other donations, provided that the total value of the donations received in a calendar year does not exceed three times the general minimum salary in the taxpayer's geographical area, for one year. Tax shall be payable on the surplus under the terms of this Title.
- XXIV. Prizes won in a scientific, artistic, or literary competition open to the general public or to a particular trade or group of professionals, as well as prizes awarded by the Federation to promote civic values.
- XXV. Indemnity for damage not exceeding the market value of the property concerned. Tax shall be payable on the surplus under the terms of this Title.
- XXVI. Those received as maintenance by individuals who are maintenance creditors under the terms of the applicable civil law.
- XXVII. Withdrawals made from the sub-account for retirement, severance at advanced age and old age from the individual account opened under the terms of the Social Security Act for assistance for marriage expenses and unemployment. The transfer of the funds of the individual account between retirement fund administrators, between credit institutions, or between both, as well as between such administrators and insurance institutions authorized to operate pension insurance derived from social security laws, for the sole purpose of contracting a life annuity and survivorship insurance in accordance with social security laws and the Retirement Savings System Act shall also be handled in this way.
- XXVIII. Those resulting from the alienation of land rights, of plots of land over which full ownership has been adopted, or of communal rights, provided that it is the first transfer made by land collective members or communal owners and that it is performed in accordance with the terms of the relevant legislation.

The alienation referred to in this section shall be performed with a notary public, and the alienating party shall prove that they are the holder of such land rights or communal rights, as well as their status as land collective member or communal owner by means of the corresponding certificates or titles referred to in the Land-Reform Act.

If the status as land collective member or communal owner is not shown pursuant to the provisions of the previous paragraph, or if it is not the first transfer made by the land collective members or communal owners, the notary public shall calculate and pay the tax under the terms of this Title.

- XXIX. Those obtained, up to the equivalent of twenty general minimum salaries in the taxpayer's geographical area for one year, for allowing third parties to publish written works they create in books, newspapers or magazines, or the serial reproduction of recordings of musical works they create, provided that the books, newspapers or magazines, as well as the goods in which the recordings are contained, are intended for sale to the public by the individual who makes the payments for these items and provided that the creator of the work issues the respective tax receipt for such income. Tax shall be payable on the surplus under the terms of this Title.

The exemption referred to in this section shall not apply in any of the following cases:

- a) When the person receiving this income also obtains from the person who pays it income as indicated in Chapter I of this Title.
- b) When the person receiving this income is a partner or shareholder of more than 10% of the capital stock of the legal entity making the payments.

- c) When it is for income resulting from advertising ideas or phrases, logos, emblems, hallmarks, industrial designs or models, operating manuals or works of applied art.

The provisions of this section shall not apply when the income is a result of the exploitation of written or musical works they create in business activities other than the sale of their works to the public, or in the provision of services.

The provisions of sections XIX item b), XX, XXI, XXIII item c) and XXV of this article shall not apply for income from the business or professional activities referred to in Chapter II of this Title.

The contributions made by employers and the Federal Government to the retirement, severance at an advanced age and old age sub-account of the individual account set up under the terms of the Social Security Act, as well as the contributions made to the individual account of the retirement savings system, under the terms of the State Workers' Social Security and Social Services Institute Act, including the returns they generate, shall not be cumulative income for the worker in the tax year in which they are contributed or generated, as the case may be.

Contributions made by employers, under the terms of the National Workers' Housing Fund Institute Act, to the housing sub-account of the individual account opened under the terms of the Social Security Act, and those made by the Federal Government to the Housing Fund sub-account of the individual account of the retirement savings system, under the terms of the State Workers' Social Security and Social Services Institute Act, or of the Housing Fund for active members of the Army, Air Force and Navy provided for in the Mexican Armed Forces Social Security Institute Act, as well as the returns they generate, shall not be cumulative income for the worker in the tax year in which they are contributed or generated, as the case may be.

The exemptions provided for in sections XVII, XIX item a) and XXII of this article shall apply when the corresponding income is not declared under the terms of paragraph three of Article 150 of this Act, when required to do so.

The exemption applicable to income obtained for social welfare benefits shall be limited when the sum of income from the provision of subordinated personal services or those received from cooperative societies by the partners or members thereof, and the amount of the exemption exceeds an amount equivalent to seven times the general minimum salary in the taxpayer's geographical area, for one year; when such amount exceeds the aforementioned amount, only an amount of up to one general minimum salary in the taxpayer's geographical area, for one year, shall be considered as non-taxable income. This limitation shall in no case result in the sum of the income from the provision of subordinate personal services or those received from the cooperative societies by the partners or members thereof, and the amount of the exemption is less than seven times the general minimum salary in the taxpayer's geographical area, for one year.

The provisions of the preceding paragraph shall not apply in the case of retirement benefits, pensions, retirement payments, lifetime pensions, indemnities for occupational hazards or illnesses, which are granted in accordance with the laws, collective bargaining agreements, or agreements with contract-law status, reimbursement of medical, dental, hospital, and funeral expenses, granted in a general manner in accordance with the laws or employment contracts, medical expense insurance, life insurance and savings funds, provided that the requirements provided for in sections XI and XXI of Article 27 of this Act are met, even if the individual granting such social welfare benefits is not a taxpayer of the tax set forth in this Act.

**Article 110.** Individual taxpayers subject to the tax regime provided for in this Section, in addition to the obligations set forth in other articles of this Act and in other tax provisions, shall have the following obligations:

- I. Applying for registration in the Federal Taxpayers Registry.
- II. Keeping accounts pursuant to the Federal Tax Code and its Regulations, and in the case of individuals whose income for the tax year in question does not exceed two million pesos, keeping their accounts and issuing their receipts in accordance with the terms of sections III and IV of Article 112 of this Act.

Taxpayers residing in the country who have establishments abroad, for the purposes of compliance with the obligations referred to in this section, section III and section V of this Article, in respect of establishments abroad, taxpayers resident in the country who have such establishments may do so in accordance with the provisions of Article 76 of this Act.

- III. Issuing tax receipts to evidence the income they receive.
- IV. Keeping the accounting records and proof of the respective entries, as well as those necessary to evidence that tax obligations have been complied with, pursuant to the provisions of the Federal Tax Code.
- V. Taxpayers carrying out business activities shall prepare a statement of financial position and inventory of stocks as of December 31 each year, in accordance with the respective regulatory provisions.

When the taxpayer commences or ceases to carry on a business activities, they shall prepare a statement of financial position for each of the times mentioned above.

- VI. In the annual tax return to be filed, they shall determine the taxable profit and the amount corresponding to employee profit sharing.

In the case of the returns referred to in section VII of this article, the information shall be provided by electronic means to the e-mail address indicated for this purpose by the Tax Administration Service by means of general provisions.

- VII. Filing and keeping at the disposal of the tax authorities the information referred to in sections VI and XV of Article 76 of this Act.
- VIII. Issuing certificates and tax receipts stating the amount of payments made that constitute income from a source of wealth located in Mexico in accordance with the provisions of Title V of this Act or payments made to establishments abroad of Mexican credit institutions, under the terms of Article 48 of this Act and, where applicable, the tax withheld from the resident abroad or the aforementioned credit institutions.
- IX. Taxpayers making payments for the items referred to in Chapter I of this Title shall comply with the obligations established therein.
- X. Submitting, together with the tax return for the year, the information referred to in section X of Article 76 of this Act.
- XI. Obtaining and keeping the documentation referred to in article 76, section IX of this Act. The provisions of this section shall not apply in the case of taxpayers whose income in the immediately preceding tax year has not exceeded \$13,000,000.00, except for those who are in the situation referred to in the penultimate paragraph of Article 179 of this Act. The exercise of the powers of verification regarding this obligation may only be performed for completed tax years.

**Article 112.** Taxpayers subject to the taxation system provided for in this Section shall have the following obligations:

- I. Applying for registration in the Federal Taxpayers Registry.
- II. Keeping receipts that meet tax requirements, only when a tax receipt has not been issued for the transaction.
  - a. Register in the media or electronic systems to entering the income, expenses, investments and deductions for the corresponding tax year in the electronic means or systems referred to in Article 28 of the Federal Tax Code.
  - b. Providing their customers with tax receipts. For these purposes, taxpayers may issue such receipts using the electronic tool for the free electronic invoice creation service available at the Tax Administration Service's website.
- III. Regarding transactions with the general public whose amount is less than \$250.00, it shall not be mandatory to issue the corresponding tax receipt when the purchasers of the goods or recipients of the services do not request them. A global

## General Conditions and Assistance Tourist Auto Insurance



receipt shall be issued for the transactions carried out with the general public pursuant to the general provisions issued by the Tax Administration Service for this purpose.

- IV. Paying expenditures related to their purchases and investments, the amount of which exceeds \$5,000.00, by wire transfer of funds from accounts opened in the name of the taxpayer in institutions that make up the financial system and the entities authorized for this purpose by the Bank of Mexico; non-negotiable check from the taxpayer's account, credit, debit or service card, or from the so-called electronic wallets authorized by the Tax Administration Service.
- V. In the case of the purchase of fuel for sea, air, and land vehicles, payment shall be made in the manner indicated in the previous paragraph, even when the consideration for such acquisitions does not exceed \$5,000.00.
- VI. The tax authorities may waive the obligation to pay for expenditures by the means provided for in the first paragraph of this section when they are incurred in towns or rural areas without financial services. During the month of January of the tax year in question, the Tax Administration Service shall publish, by means of general provisions, the towns or rural areas that lack financial services, releasing taxpayers under the Tax Incorporation Regime from the obligation to pay expenditures through the means established in the first paragraph of this section when they are paid in the aforementioned towns or rural areas.
- VII. Submitting, no later than the 17th of the month immediately following the month to which the payment corresponds, bimonthly returns in which the tax shall be determined and paid pursuant to the provisions of this Section. The bimonthly payments referred to in this section shall be final.
- VIII. In the case of salary payments, taxpayers shall make withholdings under the terms of Chapter I of Title IV of this Act, pursuant to the provisions set forth therein and in its Regulations. In addition, they shall pay the income tax of their employees together with the corresponding bimonthly tax return on a bimonthly basis, on the 17th of the month immediately following the end of the two-month period. For the calculation of the bimonthly withholding referred to in this section, the rate set out in Article 111 of this Act shall be applied.
- IX. Paying income tax in accordance with the terms of this Section, provided that, in addition to complying with the requirements set forth therein, they submit on a bimonthly basis the data on income obtained and expenditures incurred, including investments, as well as information on transactions with their suppliers in the immediately preceding two-month period to the Tax Administration Service, in the return referred to in paragraph six of Article 111 of this Act
- X. When the tax return referred to in the previous paragraph is not filed within the established period twice consecutively or on three occasions during a six-year period as of the first failure to comply with said obligation, the taxpayer shall cease to be taxed under the terms of this Section and shall be taxed under the terms of the general system governed by Title IV of this Act, as applicable, as of the month following the month in which the information should have been filed.
- XI. Taxpayers who, having paid the tax pursuant to the provisions of this Section, change their option, shall, as of the date of the change, comply with the obligations provided for in the corresponding regime.
- XII. When the income from the business activity obtained by the taxpayer in the period between the beginning of the tax year and the month in question exceeds the amount indicated in the first paragraph of Article 111, or when any of the circumstances referred to in the second paragraph of Section VIII of this Article arise, the taxpayer shall cease to pay tax in accordance with this Section and shall be required to do so under the terms of this Act in the corresponding regime, as of the month following the month in which the aforementioned amount was exceeded or the return referred to in the sixth paragraph of Article 111 of this Act should have been filed, as the case may be.
- XIII. Where taxpayers cease to be taxed under this Section, they shall in no case be taxed again under the terms of this Section.
- XIV. Taxpayers who pay taxes under the terms of this Section, and who have their tax address in towns or in rural areas without Internet services, may be exempted from the obligation to file returns and register their transactions via the Internet or electronic means, provided that they comply with the requirements provided for by the tax authorities by means of general provisions.

**Article 126.** Taxpayers who obtain income from the alienation of real estate, will make a provisional payment for each operation, applying the rate determined in accordance with the following paragraph to the amount obtained by dividing the profit by the number of years elapsed between the date of acquisition and the alienation, without exceeding 20 years. The result obtained in accordance with this paragraph will be multiplied by the same number of years in which the profit was divided, the result being the tax that corresponds to the provisional payment.

The applicable rate for the calculation of the provisional payments to be made under the terms of this Article shall be determined on the basis of the rate established in Article 96 of this Act, by adding the amounts corresponding to the columns relating to the lower limit, upper limit, and fixed fee, which, under the terms of the said Article, result for each of the months of the year in which the sale takes place and which correspond to the same line identified by the percentage to be applied to the excess of the lower limit. In the case of the months of the same year following the month in which the sale takes place, the monthly rate to be considered for the purposes of this paragraph shall be equal to that of the month in which the sale takes place. The tax authorities shall carry out the arithmetical operations provided for in this paragraph on a monthly basis to calculate the applicable rate for that month, which shall be published in the Official Gazette of the Federation.

In the case of transactions recorded in public deeds, the provisional payment shall be made by means of a tax return to be filed within fifteen days of the date on which the deed or minutes are signed. Notaries, commercial notaries, judges, and other certifying public officers, who by law have notarial functions, shall calculate the tax under their responsibility and pay it at the authorized offices. They shall also provide the taxpayer who carries out the corresponding transaction, pursuant to the general provisions issued by the Tax Administration Service, with the information relating to the determination of said calculation and shall issue a tax receipt, stating the transaction, as well as the tax withheld that was paid. Such certifying public officers shall, within fifteen days of the date on which the deed or minutes are signed, in the month of February of each year, submit to the authorized offices the information established for this purpose in the Federal Tax Code regarding the transactions carried out in the immediately preceding tax year.

In the case of the sale of other assets, the provisional payment shall be for the amount resulting from applying the rate of 20% to the total amount of the transaction, and shall be withheld by the purchaser if they are a resident in Mexico or a resident abroad with a permanent establishment in Mexico, except in those cases in which the seller states in writing to the purchaser that they will make a lower provisional payment and provided that they comply with the requirements set forth in the Regulations of this Act. In the event that the purchaser is not a resident in Mexico or is a resident abroad without a permanent establishment in Mexico, the seller shall pay the corresponding tax by means of a tax return to be filed with the authorized offices within fifteen days of receiving the income. In the case of the sale of shares in the investment funds referred to in Articles 87 and 88 of this Act, the provisions of the aforementioned provision shall apply. In the case of sale of shares through the Mexican Stock Exchange under the terms of the Stock Market Act, the provisions of Article 56 of this Act shall apply. In all cases, a tax receipt shall be issued specifying the total amount of the transaction, as well as the tax withheld and paid.

When the purchaser performs the withholding referred to in the previous paragraph, they shall issue a tax receipt and proof of the withholding to the seller, and the latter shall attach a copy of these documents when submitting their annual tax return. Neither the withholding nor the provisional payment referred to in the previous paragraph shall be made in the case of personal property other than securities or partnership interests and the amount of the transaction is less than \$227,400.00.

Taxpayers who receive income from the assignment of rights to non-amortizable real estate share certificates or housing certificates or settlor's or trustee's rights over real estate shall calculate and pay the provisional payment in accordance with the provisions of the first two paragraphs of this Article.

The legal entities referred to in Title III of this Act, with the exception of those mentioned in Article 86 thereof, and those authorized to receive deductible donations under the terms of Articles 27, Section I and 151, Section III of this Act, who sell real estate, shall make provisional payments under the terms of this Article. Such payments shall be deemed definitive payments.

**The following Articles pertain to the Federal Tax Code in force, and are applicable for the purposes of these General Conditions:**

**Article 27.** With regard to the Federal Taxpayer Registry the following shall apply:

**A.** Subjects and their specific obligations:

- I. Natural person and legal entities are required to comply with sections I, II, III and IV of part B of this article, provided that:
  - a) They are required to file periodic tax returns, or
  - b) They are required to issue digital tax receipts online for the acts or activities they carry out or for the income they receive.
- II. In the case of natural person or legal entities that have opened an account in their name in the entities of the financial system or in credit unions, in which they receive deposits or perform transactions that may be subject to taxation, they are only required to comply with sections I, II and III of section B of this article, provided that they do not fall within the cases of items a) and b) of this section.
- III. Legal entities are also required to comply with sections V and VI of part B of this Article.
- IV. The legal representatives, partners, and shareholders of legal entities are required to comply with sections I, II, III and IV of part B of this article, as well as individuals who have purchased their shares through recognized or widely traded markets and such shares are considered to be placed among the general investing public, provided that, in the latter case, the partner or shareholder has not requested their registration in the book of partners and shareholders.
- V. Individuals who make the payments referred to in Chapter I of Title IV of the Income Tax Act shall comply with the obligation provided for in section VII of part B of this Article.
- VI. Certifying public officers shall comply with the obligations set forth in sections VIII, IX and X of part B of this Article.
- VII. The administrative units and decentralized administrative bodies of the agencies and other areas or bodies of the Federation, of the States.

**Article 29.** When the tax laws provide for the obligation to issue tax receipts for the acts or activities they perform, for the income they receive or for the tax withholdings they make, taxpayers shall issue them by means of digital documents through the Tax Administration Service's website. Individuals purchasing goods, enjoying their temporary use or enjoyment, receiving services or those individuals from whom taxes have been withheld shall request the respective Internet digital tax receipt.

The taxpayers referred to in the previous paragraph shall comply with the following obligations:

- I. Having a valid advanced electronic signature certificate
- II. Applying for the certificate for the use of digital seals before the Tax Administration Service.

Taxpayers may opt for the use of one or more digital seal certificates to be used exclusively for the issuance of tax receipts by means of digital documents. The digital seal shall make it possible to prove the authorship of digital tax receipts issued by individuals and legal entities via the Internet. Such seal is subject to the regulations applicable to the use of advanced electronic signatures.

Taxpayers may apply to obtain a digital seal certificate to be used by all their establishments or premises, or they may apply to obtain a digital seal certificate for each of their establishments. The Tax Administration Service shall establish, by means of general provisions, the control and identification requirements to which the use of the taxpayer digital seal shall be subject.



The processing of a digital seal certificate may only be carried out in electronic form with the advanced electronic signature of the applicant.

- III. Complying with the requirements set forth in Article 29-A of this Code
- IV. Submitting to the Tax Administration Service, prior to its issuance, the respective Internet digital tax receipt through the digital mechanisms determined for this purpose by said decentralized body by means of general provisions, in order for such body to:
  - a) Validate compliance with the requirements set forth in Article 29-A of this Code.
  - b) Assign the entry number of the digital tax receipt.
  - c) Incorporate the digital seal of the Tax Administration Service.

The Tax Administration Service may authorize certification providers of Internet digital tax receipts to carry out the validation, entry number assignment, and incorporation of the seal referred to in this section.

The Internet digital tax receipts certification providers referred to in the previous paragraph shall be previously authorized by the Tax Administration Service and comply with the requirements established for this purpose by said decentralized body by means of general provisions.

The Tax Administration Service may revoke the authorizations issued to the suppliers referred to in this section when they fail to comply with any of the obligations provided for in this article, in the respective authorization, or in the general provisions applicable to them.

For the purposes of paragraph two of this section, the Tax Administration Service may provide the necessary information to authorized Internet digital tax receipts certification providers.

- V. Once the Internet digital tax receipt has the digital seal of the Tax Administration Service or, where applicable, of the digital tax receipt certification provider, they shall deliver or make available to their customers, through the electronic means provided by the aforementioned decentralized body by means of general provisions, the electronic file of the Internet digital tax receipt and, when requested by the customer, a printed version, which only conveys the existence of such tax receipt.
- VI. Complying with the IT specifications determined by the Tax Administration Service by means of general provisions.

Taxpayers may check the authenticity of the Internet digital tax receipts they receive by consulting the Tax Administration Service's website to determine whether the entry number that covers the digital tax receipt was authorized to the issuer and whether, at the time the digital tax receipt was issued, the certificate that covers the digital seal was valid and registered before such deconcentrated body.

In the case of returns, discounts and bonuses referred to in Article 25 of the Income Tax Act, digital tax receipts shall be issued via the Internet.

The Tax Administration Service, by means of general provisions, may establish administrative resources for taxpayers to issue their digital tax receipts by their own means, through service providers or by such electronic means as the Authority may determine in such provisions. Similarly, through the aforementioned provisions, the Tax Administration Service may establish the characteristics of the receipts that will be used to cover the transport of goods, as well as the receipts that cover transactions carried out with the general public.

In the case of acts or activities that have tax effects in which there is no obligation to issue Internet digital tax receipts, the Tax Administration Service may, by means of general provisions, provide for the characteristics of the digital documents that cover such transactions.

**Article 29-A.** The digital tax receipts referred to in Article 29 of this Code shall meet the following requirements:

- I. The key to the federal Taxpayer ID of the taxpayer issuing the receipts and the tax regime under which they are taxed pursuant to the Income Tax Act. In the case of taxpayers who own more than one premises or establishment, the address of the premises or establishment where the tax receipts are issued shall be indicated.
- II. The entry number and the digital seal of the Tax Administration Service referred to in section IV, items b) and c) of Article 29 of this Code, as well as the digital seal of the issuing taxpayer.
- III. The place and date of issue.
- IV. The key to the federal taxpayer ID of the individual to whom it is issued.

When the federal taxpayer ID referred to in this section is not available, the generic code established by the Tax Administration Service by means of general provisions shall be used. In the case of tax receipts that are used to request the refund of value added tax to foreign tourists or that cover sales made to international passengers who leave the country by air, land, or sea, as well as sales in establishments authorized for the display and sales of Foreign or national merchandise to passengers arriving in the country at international airports, together with the generic code that the Tax Administration Service shall establish for such purposes through general provisions, shall include the identification information of the tourist or passenger and of the means of transportation the tourist uses to leave or arrives in the country, as the case may be, in addition to complying with the requirements provided for by the Tax Administration Service through general provisions.

- V. The quantity, unit of measurement, and kind of goods or merchandise, or description of the service or use or enjoyment they cover.

The receipts issued in the cases indicated below shall additionally comply with what is specified in each case:

- a) Those issued to individuals who fulfil their tax obligations through the coordination, who have opted to pay the tax individually pursuant to the provisions of Article 73, paragraph five of the Income Tax Act, shall identify the means that corresponds to them.
- b) Those that cover deductible donations in terms of the Income Tax Act shall expressly indicate this situation and include the number and date of the document certifying authorization to receive such donations or, where applicable, of the corresponding renewal document. When they cover goods that have been previously deducted for income tax purposes, it shall be stated that the donation is not deductible.
- c) Those issued for obtaining rental income and, in general, for granting the temporary use or enjoyment of real estate, shall include the property tax account number of the property in question or, if applicable, the identification data of the non-amortizable real estate share certificate.
- d) Those issued by taxpayers subject to the special tax on production and services that dispose of processed tobacco in accordance with the provisions of article 19, section II, last paragraph of the Law on the Special Tax on Production and Services, must specify the total weight of tobacco contained in the sold manufactured tobacco sold or, where applicable, the quantity of cigarettes sold.
- e) Those issued by manufacturers, assemblers, marketers, and importers of automobiles for the definitive import thereof, and which are intended to remain in national territory for transit or marketing, shall contain the vehicle identification number and the vehicle code that corresponds to the automobile.

The value of the vehicle sold shall be stated on the corresponding receipt in national currency.  
For the purposes of this section, automobile is understood as the definition contained in Article 5 of the Federal New Car Tax Act.

Where goods or merchandise cannot be individually identified, such situation shall be expressly stated.

VI. The unit value stated in numbers.

The receipts issued in the cases indicated below shall additionally comply with what is specified in each case:

- a) Those issued by taxpayers who sell prescription optical lenses shall separate the amount corresponding to this item.
- b) Those issued by taxpayers who provide school transport services shall separate the amount corresponding to this item.
- c) Those related to the transactions that gave rise to the issuance of the documents pending collection pursuant to the provisions of Article 1.-C, section III of the Value Added Tax Act shall state the amount actually paid by the debtor when the purchasers have granted discounts, rebates, or bonuses.

VII. The total amount stated in numbers or letters, as follows:

- a) When the consideration is paid in a single payment, at the time the digital tax receipt is issued over the Internet corresponding to the operation in question, said situation will be expressly indicated, in addition the total amount of the operation will be indicated and , where appropriate, the amount of taxes transferred broken down with each of the corresponding tax rates and, if applicable, the amount of taxes withheld.

Taxpayers who carry out the transactions referred to in Articles 2.-A of the Value Added Tax Act; 19, section II of the Excise Tax Act, and 11, paragraph three of the Federal New Car Tax Act shall not transfer the tax expressly and separately, except in the case of the sale of the goods referred to in Article 2, section I, items A), D), F), G), I) and J) of the Excise Tax Act, when the purchaser, in turn, pays this type of tax on such goods and so requests it.

In the case of taxpayers providing personal services, each payment received for the provision of services shall be considered a single payment and not as an installment payment.

- b) When the consideration is not paid in a single instalment, an Internet digital tax receipt shall be issued for the total value of the transaction at the time it is carried out and an Internet digital tax receipt shall be issued for each of the payments subsequently received, under the terms provided for by the Tax Administration Service by means of general provisions. Such receipts shall state the entry number of the Internet digital tax receipt issued for the total amount of the transaction, as well as the total value of the transaction, the amount of the taxes withheld, and the taxes transferred, with a breakdown of each of the corresponding tax rates, and the exceptions specified in the preceding item.
- c) Indicate the form in which the payment was made, whether in cash, wire fund transfers, non-negotiable check or debit, credit or service cards, or the so-called electronic wallets authorized by the Tax Administration Service.

VIII. In the case of imported goods:

- a) The number and date of the customs document in the case of first-hand sales.
- b) In imports made in favor of a third party, the number and date of the customs document, the concepts and amounts paid by the taxpayer directly to the foreign supplier and the amounts of the contributions paid for the import.

Those stated in the tax provisions, which are required and disseminated by the Tax Administration Service, by means of general provisions.

The Internet digital tax receipts generated for the purpose of covering the withholding of taxes shall include the requirements determined by the Tax Administration Service by means of general provisions. Amounts covered by tax receipts that fail to meet any of the requirements set forth in this provision, or in Article 29 of this Code, as the case may be, or when the information stated therein is set out in a manner different from that indicated in the tax provisions, may not be deducted or credited for tax purposes.

Internet digital tax receipts may only be cancelled when the person to whom they are issued accepts their cancellation.

The Tax Administration Service, by means of general provisions, shall establish the form and means by which such acceptance shall be stated.

## **Clause 23. Privacy Notice**

ZURICH ASEGURADORA MEXICANA S.A. DE C.V., domiciled at Toreo Parque Central, Torre B, Piso 20 Boulevard Manuel Ávila Camacho No. 5, Col. Lomas de Sotelo, Naucalpan de Juárez, Estado de México C.P. 53390 (I) informs you that your personal data, including sensitive, asset or financial data, collected due to the legal relationship that we have entered into, or as the case may be, shall be entered into, shall be treated for all purposes related to that relationship, such as: identification, operation, administration, analysis, offering, and promotion of goods, products and services and/or commercial prospecting, as well as to comply with the obligations arising from such relationship and other compatible or similar purposes (11); thus it has been agreed that you accept the transfer that may be made (V) where applicable: to entities that are directly or indirectly part of the Zurich Group, its subsidiaries and affiliates, and to domestic or foreign third parties (36).

In order to limit the use and disclosure of your data, we will maintain security and confidentiality policies and procedures (111).

The exercise of the access, rectification, cancellation, opposition rights (IV) - as of January 6, 2012 - (Transitory article four) and revocation of consent (8) shall be made in writing to the above address, or through the website [www.zurich.com.mx](http://www.zurich.com.mx)

This Notice, as well as any amendments to it, will be made available to you at [www.zurich.com.mx](http://www.zurich.com.mx) through notices posted in our offices (and branches) or informed by any means of communication we have with you (VI).

NOTE: The references in Roman numerals refer to the sections of Article 16 of the Federal Act on the Protection of Personal Data Held by Private Parties and the Arabic numerals indicate the Articles referring to this Act.

## **Clause 24. Increase in aggravation**

**Zurich obligations shall cease by operation of law in the event of material increases in hazard during the policy period pursuant to the provisions of Articles 52 and 53 section I of the Insurance Contract Act.**

“The Insured shall notify Zurich of the material increases in hazard during the policy period, within twenty-four hours of becoming aware of them. If the Insured fails to give notice or if it causes a material increase in hazard, Zurich obligations thereafter shall cease by operation of law.” (Article 52 of the Insurance Contract Act).

“For the purposes of the preceding article, it shall always be understood:

- I. That the increase is material, when it refers to a fact that is important for the assessment of a hazard, in such a way that the company would have contracted under different conditions if it had known of a similar increase in hazard when executing the contract;

- II. That the Insured knows or should know of any increase in hazard arising from the acts or omissions of its tenants, spouse, descendants or any other person who, with the consent of the Insured, inhabits the building or has in its possession the property that is the subject matter of the insurance.” **(Article 53 of the Insurance Contract Act).**

“In cases of fraud or bad faith in the increase of hazard, the Insured shall forfeit the premiums paid in advance.” **(Article 60 of the Insurance Contract Act<sup>1</sup>).**

Zurich obligations shall be extinguished if it proves that the Insured, the Beneficiary, or their representatives, in order to cause it to incur an error, misrepresent or inaccurately declare facts that would exclude or could restrict such obligations. The same shall apply in the event that, for the same purpose, documentation on the facts relating to the loss is not submitted to it in due time.” **(Article 70 of the Insurance Contract Act<sup>1</sup>).**

In the event that, at present or in the future, the Policyholder(s), Insured(s) or Beneficiary(ies) perform(s) or engage(s) in illegal activities, this shall be deemed a material increase in hazard under the terms of the Act.

Due to the foregoing, Zurich obligations shall cease by operation of law if the Policyholder(s), Insured(s), or Beneficiary(ies), under the terms of Article 492 of the Insurance and Bonding Institutions Act and its general provisions, is (are) convicted in a final judgement due to any crime linked to or derived from the provisions of Articles 139, 139 Quater, 148 Bis, or 400 Bis of the Federal Criminal Code and/or any article related to organized crime within the national territory. Such judgement may be issued by any competent authority of the local or federal jurisdiction, or legally recognized by the Mexican Government; or, if the name(s) of the Policyholder(s), Insured(s), or Beneficiary(ies), their activities, the assets covered by the Policy, or their nationalities are published in any official list with regard to the crimes related to what is provided for in the aforementioned articles, whether it is domestic or foreign list from a government with which the Mexican Government has entered into any of the international treaties on the aforementioned matter, in terms of section X provision Thirty-nine, section VII provision Forty-four and Provision Seventy-Seven, of the Agreement wherein the General Provisions referred to in article 492 of the Insurance and Bonding Institutions Act, applicable to mutual insurance institutions and companies, are issued.

Where applicable, the obligations under the contract shall be restored once Zurich becomes aware that the name(s) of the Policyholder(s), Insured(s), or Beneficiary(ies) is (are) no longer on the above mentioned lists.

Zurich shall deposit any amount with the competent jurisdictional authority that may be owed to the individual(s) mentioned in the previous paragraph, arising from this Insurance Contract, so that said authority can determine the allocation of the resources. Any unaccrued amount paid after the above conditions have been fulfilled shall be credited to the relevant authority.

## **Clause 25. Submission of contract documentation**

Notwithstanding the fact that the insurance contract is concluded through a service provider other than an Insurance Agent, Zurich is required to submit the printed Policy and all other contract documentation to the Policyholder when the insurance is taken out.

When the payment of the premium is charged to a credit card or bank account, the issued Policy together with the charge made to the credit card or bank account of the Policyholder may be used as evidence of the conclusion or renewal of the insurance contract.

---

<sup>1</sup> General Terms and Conditions, Clause 22. *Legal Framework.*

## **Clause 26. Electronic submission of contract documentation**

Notwithstanding the provisions of the “SUBMISSION OF CONTRACT DOCUMENTATION” clause, when the Policyholder/Insured expressly provides consent in writing, the contract documentation may be submitted within the first 30 calendar days following the conclusion of the contract via email to the email address provided by the Policyholder therefor. In the event that the last day to submit the documentation is not a working day, it shall be understood that the documentation shall be submitted on the following working day.

When the insurance contract is concluded with the intervention of an intermediary, the contract documentation shall always be submitted through the intermediary, notwithstanding the right of the Policyholder/Insured to request it directly from Zurich in the event that such documentation is not submitted as the intermediary is deemed to be empowered to perform all acts which are customary functions thereof.

If the Policyholder/Insured does not receive the contract documentation as described above, they may go to any of Zurich offices, the contact details and addresses of which are available on the website [www.zurich.com.mx](http://www.zurich.com.mx) or may request such documentation via their insurance agent.

## **Clause 27. Cyberattack**

**The Parties agree that the following are excluded regarding insured risks:**

- 1. Material damage and/or any type of consequential loss derived from the deletion, manipulation, or corruption of electronic information of computer systems of the insured vehicle.**
- 2. Nor shall any coverage be provided or payment made, or service or benefit rendered for loss, damage, expense, cost, failure, manipulation, corruption, deletion, copying, degradation, disappearance, or malfunction of the Insured’s digital assets due to any cause whatsoever:**
  - a. While it is being loaded or resides in a data processing machine or device;**
  - b. Due to viruses or any manipulation of electronic data;**
  - c. Due to magnetic fluxes, unless they cause direct material damage to the machine or device in which the information is loaded;**
  - d. Due to false programming, labelling, incorrect insertion of lines in the code or inadvertent removal or deletion of code or programs;**
  - e. Denial of service attack;**
  - f. Loss of personal information;**
  - g. Physical and information and programme/software losses related to any cyberattack;**
  - h. Cyber extortion regardless of any other concurrent contributing cause or event, or any other series of events resulting in the loss;**

**i. Fire, leakage, or discharge of automatic fire protection systems, or explosion.**

**Definitions applicable to this exclusion.**

The following definitions shall apply to the exclusions in this Clause.

**Digital assets**

Electronic data, programs, software, audio files and images. To the extent that they exist as electronic data and only in that form, digital assets include the following: bills, invoices, evidence of debt, money, valuable documents, records, abstracts, deeds, manuscripts, personal information, or other documents.

**Cyberattack**

Loss, destruction, manipulation, or corruption of electronic data and programs/software committed with malicious intent.

**Denial of service attack**

A malicious attack by an authorized or unauthorized party that is designed to slow down or completely disrupt an authorized party from accessing the Insured's computer systems or website.

**Electronic data or electronic information**

Data, information, programmes, codes or instructions of any kind that are recorded or transmitted in a usable form in electronic or electronically-controlled equipment, computer systems, networks, integrated circuits, or similar devices in non-computer equipment.

**Cyber-extortion**

A threat or series of threats to introduce a computer virus that causes a loss of digital assets.

**Personal information**

Any information from which an individual can be uniquely and reliably identified or contacted, including name, telephone number, email address, account number, credit card number, debit card number, access code or password that would allow access to the individual's financial account or any other non-public personal information or, if applicable, social security number, medical or health care data, or any other protected health information, driving license number or state identification number.

**Computer system(s)**

Hardware, associated input and output devices, data storage devices, network equipment, components, file servers, data processing equipment, computer memory, microchip, microprocessor (integrated circuit), integrated circuit or similar device in computer equipment, program, computer software or operating system.

**Virus**

Any malicious programming instruction, code or data including, but not limited to, any destructive programmed, computer code, worm, logic bomb, smurf attack, vandalism, Trojan horse, or any other data downloaded onto any electronic system that affects the operation or functionality of computer systems.

**Clause 28. Amendments to the Contract**

The agents, employees, or representatives of the legal entities of Article 102 of the Insurance and Bonding Institutions Act are not authorized to make changes to these General Terms and Conditions, or to receive communications for Zurich from the Insured or their assignees and such communications shall be addressed directly to Zurich.

## Clause 29. Communications

Any representations or communications relating to this contract shall be sent in writing to Zurich at its domicile at Toreo Parque Central, Torre B, Piso 20, Boulevard Manuel Ávila Camacho No. 5 Col. Lomas de Sotelo, Naucalpan de Juárez, Estado de México C.P. 53390, which is printed on the Policy Cover Sheet, or failing this, to the last domicile provided for this purpose.

## Clause 30. Validity

The validity of this policy shall begin and end on the date and time indicated on the Policy Cover Sheet.

## Policy Abbreviations

Abbreviation	Description	Abbreviation	Description
Av.	Avenue	Engine No.	Vehicle engine number
C.P.	Zip Code	No. Ext.	Street number of the domicile
CNSF	National Insurance and Bonding Commission	No. Int.	Suite number of the domicile
Col.	Neighborhood	Serial No.	Vehicle serial number
CONDUSEF	National Commission for the Protection and Defense of Financial Service Users	C.L.	Civil Liability
D.F.	Federal District	R.F.C.	Federal Taxpayers ID
UMA	Unit of Measurement and Update	S.A.	Public Limited Company
Hrs.	Hours	Serv.	Services
V.A.T.	Value Added Tax	Tel.	Telephone
C.S.L.	Combined Single Limit		

**In compliance with the provisions of article 202 of the Insurance and Bonding Institutions Act, the contract documentation and technical note comprising this insurance policy were registered with the National Insurance and Bonding Commission, as of 23 June 2022, under number CNSF-S0037-0133-2022/CONDUSEF-005292-02.**

For any clarification, claim or unresolved question, we suggest you contact **Zurich Specialized Customer Service Unit (UNE, Spanish acronym)**, located in Toreo Parque Central. Blvd. Manuel Avila Camacho No. 5, Torre B, Piso 20, Col. Lomas de Sotelo, Naucalpan de Juárez, Estado de México C.P. 53390 where we will provide assistance from Monday to Thursday from 9:00 a.m. to 5:30 p.m., and Friday from 9:00 a.m. to 3:00 p.m., or you can call us at 55 52 84 11 03, or toll free 800 0800 009 from 9:00 a.m. to 2:00 p.m., or you can send an e-mail to [unidad.especializada@mx.zurich.com](mailto:unidad.especializada@mx.zurich.com)

**CONDUSEF:** Avenida Insurgentes Sur N°762, Colonia del Valle, Mexico City, C.P. 03100. Telephone numbers: (55) 5340 0999 and (800) 999 8080. Website: [www.condusef.gob.mx](http://www.condusef.gob.mx), e-mail: [asesoria@condusef.gob.mx](mailto:asesoria@condusef.gob.mx)





# INSURANCE ASSISTANCE TOURISTS

Road, medical and travel assistance

**April 2022**

## **Definitions of Assistance**

For the purposes of this Policy, the parties agree to adopt the following definitions:

### **Lawyer**

This is the specialized professional who will be designated to the policyholder and/or beneficiary, when an accident or total theft of the vehicle occurs; one or more lawyers may be assigned, as required.

### **Accident**

Any event that causes bodily injury to a person, produced solely and directly by an external, violent, unforeseen, and sudden cause, and which occurs during the validity of the Tourists Motor Insurance Policy.

### **Car Accident**

Any event that causes physical damage to a motor vehicle, produced solely and directly by an external, violent, unforeseen, and sudden cause, and which occurs to a motor vehicle during the validity of the Tourist Motor Insurance Policy.

### **Breakdown and/or mechanical failure**

Any damage, breakage and/or unforeseen deterioration, which prevents the vehicle from moving by itself during while this contract is valid.

### **Insured**

Natural person or legal entities, holders of the interest exposed to the risk to whom, the rights and obligations arising from the insurance contract belong, where applicable.

### **Companion(s) insured**

Refers to the occupants of the insured vehicle, provided that they are travelling in the vehicle at the time of the loss. They are not to exceed the maximum capacity of persons specified by the manufacturer.

### **Beneficiary(ies)**

The individual(s) covered by the coverages set out in the insurance Policy signed with Zurich and to whom the assistance services defined in this document shall be provided. The Beneficiaries of the services described herein are the Insured or Driver of the insured vehicle and their Insured companions.

### **Driver**

Any natural person who drives the insured car.

### **Contract**

The document stipulating the rights and obligations of the parties, in the understanding that the definitions, descriptions, terms, and conditions that appear in the contract shall refer to the contract itself.

### **Event**

Events that initiate the provision of assistance services contracted in the Policy and shall be those limited in each service by the Policy and the conditions issued.

### **Accident**

This is the name given to the sudden and violent act without the intention of it happening, and causing a collision, overturning or running over of people with the vehicle; occurred during the validity of the contract and the insurance policy issued.

### **Legal Capacity**

These are the powers of representation of the policyholder and/or beneficiary that shall be granted to the Provider or the attorney by means of the specifically required 'Power of Attorney'.

### **Policyholder**

The person who is duly identified and registered in the insurance policy.

### **Insured Vehicle**

The motor vehicle described on this Policy Cover Sheet, including the parts or accessories that the manufacturer originally adapts for each specific model and type presents in the market, provided that said vehicle has been manufactured in the United Mexican States or has been legally imported into the country.

## **Insurance Assistance**

### **Road Assistance**

#### Travel assistance

Subject to the General Policy Terms and Conditions and where this coverage is stated on the Policy Cover Sheet; Zurich agrees to provide travel assistance services to the Policyholder and/or Beneficiary 24 hours a day during the validity of this Policy and under the terms and conditions defined in the following:

### **Travel Assistance Clauses**

#### **One.**

The following individuals are considered as Beneficiaries of the services offered herein:

- a) The holder of the drivers license, stated on the Policy Cover Sheet, for insurance under which only the Civil Liability of the Driver of the vehicle is covered, under the modality of driving license, and therefore, where the Policy specifies only the name of the holder of the drivers license, as well as the number thereof, and the issuing state.
- b) The Owner of the vehicle stated on the Policy Cover Sheet provided that they have contracted travel assistance for that vehicle. If the vehicle belongs to a legal entity, the Beneficiary shall be the Driver expressly or tacitly authorized by the Owner.
- c) The occupants of such a vehicle, provided that the number thereof does not exceed the maximum capacity of passengers specified by the manufacturer.

All of the aforementioned individuals shall be considered Beneficiaries of the services of this contract.

#### **Two.**

For the purposes of this Policy, the vehicle covered shall be precisely the one specified on the Policy Cover Sheet.

#### **Three.**

The services covered by this contract shall only be valid within the territory of Mexico.

#### **Four.**

The Beneficiaries of Clause One shall be entitled to the following travel assistance services and benefits:

- a) **Reimbursement for emergency transport costs**  
Zurich shall reimburse Beneficiaries up to a maximum of 150 USD (One Hundred and Fifty United States Dollars) for transport expenses incurred as a direct result of a motor vehicle accident or mechanical breakdown.
- b) **Medical Referral**  
The Beneficiary shall have 24-hours a day access to a telephone medical referral service that shall provide information on doctors and hospitals throughout Mexico. This service will be available 5 days before starting the trip and during the course of it.

In no event or under any circumstance shall Zurich assume any liability whatsoever for the quality or outcome of medical services provided by such professionals or hospitals. All services requested by the Beneficiaries shall be at their own expense and risk.

- c) **Forwarding of Urgent Messages**  
Zurich shall forward emergency messages for any loss covered by this contract to the family member designated by the Beneficiary, free of charge thereto.

**d) Tourist Information.**

The Beneficiary shall have access to a bilingual tourist hot-line 24 hours a day in order to obtain tourist information on Mexican roads and highways, hotels, procedures, and requirements (passport, visa, vaccinations, customs duties, exchange rate, etc.).

In no event or under any circumstance shall Zurich assume any liability whatsoever for the quality or outcome of the services provided by such service providers. All services requested by the Beneficiaries shall be at their own expense and risk.

**e) Administrative Assistance**

Zurich shall assist the Beneficiary by providing information and advice on procedures to execute in the event of loss and/or theft of documents and personal effects.

**Five. Exclusions**

**Zurich shall not bear the cost of expenses incurred for or arising from:**

- 1) Natural disasters such as floods, earthquakes, volcanic eruptions, cyclones or hurricanes,**
- 2) Riots or terrorist acts and their consequences,**
- 3) Acts and their consequences resulting from military or public security actions carried out by officers in the exercise of their duty,**
- 4) Damage caused by radioactive nuclear energy,**
- 5) Damage incurred and/or caused by the covered vehicle when driven by a third party without the express or tacit consent of the Owner or Beneficiary, or damage incurred after the covered vehicle was stolen,**
- 6) Services contracted without Zurich prior knowledge and direct involvement, except in cases of proven force majeure where the Beneficiary is able to provide evidence of the circumstances that made it impossible for them to contact Zurich directly,**
- 7) Services and expenses for temporary passengers picked up by the Driver as a “ride” or “hitch-hike”.**

**Six.**

This contract covers the vehicle appearing on the Policy Cover Sheet for the following services:

**a) Vehicle towing**

In case the vehicle is immobile due to a breakdown, Zurich shall arrange or reimburse a towing service to tow the vehicle to the nearest town to a workshop of the beneficiary's choice.

The maximum limit for this benefit shall be 150 USD (One hundred and fifty dollars) for automobiles and 200 USD (Two hundred dollars) for motor homes. **Limited to 2 events during the validity of the Policy.**

In any case, the Beneficiary shall be responsible for all expenses, spare parts, and fuel necessary to repair their vehicle. **In no event shall Zurich accept any liability for the quality or outcome of repairs.**

**b) Emergency Road Assistance**

In the event of minor breakdowns and at the request of the Insured, Zurich shall send and cover the cost of qualified personnel to attend to an incident such as changing a tire, jump-starting the vehicle, or sending gas so that the vehicle can be mobilized by own means.

**1) Gas supply:**

In the event that the insured vehicle runs out of gas, and upon the Insured's request, Zurich shall arrange for the delivery of gas of the type available within Mexican territory, sufficient for the Insured to reach the nearest petrol station. The Insured shall indicate at the road assistance call box which type of gas they require, Premium or Magna. Up to a maximum of 5 liters of gas shall be supplied at the Insured's expense. **Limited to 2 events per year.**

**2) Flat tire:**

In the event that any of the vehicle's tires prevent the vehicle from continuing to move, Zurich shall arrange for and pay for qualified personnel to replace the damaged tire, to refit the insured vehicle itself, or to inflate the flat tire. **Limited to 2 events per year and up to an amount equivalent to 40 USD (legal tender of the United States of America) per service.**

**3) Jump-Starting:**

In the event that the insured vehicle needs to be jump-started to continue its journey, Zurich shall arrange and pay for the dispatch of a service provider to supply power. Zurich shall not be liable for damage caused as a result of faults in the electrical installations of the insured vehicle. **Limited to 2 events per year and up to an amount equivalent to 40 USD (legal tender of the United States of America) per service.**

**c) Passenger transport.**

If there are two or more passengers travelling in the vehicle when it breaks down, Zurich shall provide transport to the nearest town where the vehicle is towed, subject to the limits and in accordance with Clause Four.

**d) Road assistance on the northern border.**

The parties agree that in the event of mechanical failure or breakdown, the insured vehicle may be towed to the nearest crossing point to the United States of America, when the vehicle is within a maximum distance of 200 kilometers of the northern border area of Mexico. **Limited to 2 events per year and up to an amount equivalent to 150 USD (legal tender of the United States of America) per service.**

**e) EXCLUSIONS.**

**Zurich shall not assume any liability or be liable for any expenses arising from:**

- I. Vehicles expressly used for freight, public or private passenger transport, or rental vehicles.**
- II. This exclusion extends to buses and trailers exceeding 3.5 tons of body weight.**

**Seven.**

When any loss covered by this contract occurs, the Beneficiary shall immediately notify Zurich, providing their name, Policy number, number plate, their location and the assistance required. Bilingual staff shall take the call.

**Eight.**

The Beneficiaries hereby agree that upon Zurich payment for any of the services provided, they hereby transfer to Zurich all rights they may have against third parties and undertake to provide Zurich with any documents required.

**Nine.**

Zurich shall make the payments referred to herein, provided that this does not result in any profit to the Beneficiaries.

**Ten.**

The services covered by this contract shall be provided:

1. Directly by Zurich through third-party service providers with whom Zurich has contracts, at Zurich own risk;
2. Unless prevented by an act of God or force majeure;

## General Conditions and Assistance Tourist Auto Insurance



3. Regarding the vehicle, only when it is used by any of the beneficiaries or third parties with their express or implied consent.

### **Eleven.**

This coverage shall be governed by the provisions of applicable Mexican Law, and any legal action relating thereto shall be exercised precisely in the United Mexican States.

## Legal Assistance

Notwithstanding the relevant provisions of item (c) of the Clause. 1a.- Exclusions from the General Terms and Conditions, when the Policy Cover Sheet stated that this coverage has been taken out. Zurich shall provide legal advice and defense to the beneficiary during the validity of the Policy, 24 hours a day, in respect of the rights and obligations arising as a consequence of reckless offences that may be committed in Mexican territory as a result of the normal transit of vehicles and from which the following events may arise:

- I. Running over people
- II. Collisions
- III. Overturns
- IV. Total Theft of the vehicle.

Zurich shall perform all necessary administrative and legal procedures as set out in the Legal Assistance Clauses:

### **Legal Assistance Clauses**

#### **One.** Territoriality.

All services stated herein shall be provided solely and exclusively within the territory of the United Mexican States.

#### **Two.** Homicide, injuries, third-party property damage, attacks on general communication routes.

If, as a result of any accident, the Beneficiary incurs in these offences. Zurich shall assign the Beneficiary an attorney who, once they have been assigned to the preliminary investigation or criminal proceeding, shall take any steps appropriate for the Beneficiary, such as: visual inspection, reconstruction of the events, processing of the appropriate legal protection, proof of damages, complaints, conclusion of agreements, etc. In addition, the attorney shall request the necessary expert reports to clarify the occurrence.

Whenever necessary, the defense attorney shall arrange for the provisional release of the Beneficiary on bail or bond set by the therefore therefor and Zurich shall pay the full premium or premiums for this purpose without an amount limit; and in the event the authorities require the bail bond of the Beneficiary to be in cash, Zurich shall grant it up to the amount of the sum insured in the Policy for Civil Liability coverage, in both cases, pursuant to the provisions of Clause Seven of the Legal Assistance. If the amount of the bond is greater than the sum insured in the Civil Liability coverage of the Insurance Policy, the difference shall be covered by the Insured and the Beneficiary.

When, due to the nature of the occurrence, a criminal trial must be brought against the Beneficiary, the attorney shall put their efforts into obtaining an acquittal from the examining magistrate, but when the verdict is a conviction, in addition to filing the appropriate legal appeals, the attorney shall request probation for the Beneficiary to suspend the sentence from entering into effect and, if applicable, Zurich shall cover the bail set without limit, pursuant to the provisions of Clause Seven of Legal Assistance.

#### **Three.** Collisions and overturns

Zurich shall provide the Beneficiary with the necessary legal advice and defense by means of an attorney who shall ensure compliance with the legal formalities of the administrative or judicial proceedings, representing the Policyholder and/or the Beneficiary before the Criminal Authorities who shall hear the case, until a final decision is reached.

If, as a result of the occurrence, a third party is responsible for causing damage to the vehicle, the appointed attorney shall promote the necessary legal actions within the investigation file or criminal proceedings to obtain reparation for the damage caused from the responsible party.

If the Beneficiary is found guilty for the occurrence, and is ordered by the authorities to repair the damage caused, the attorney shall help them ensure that the payment is fair and equitable.

**Four. Total Theft of the vehicle.**

If the Policyholder and/or Beneficiary's vehicle is completely stolen, Zurich shall advise them on how to report the theft to the relevant authorities.

**Five. Return of vehicle.**

If the vehicle is impounded by the authorities as a result of an accident or Total Theft, the vehicle shall be returned, once the Policyholder provides the documentation that allows the authorities to prove the Beneficiary's legal personality, ownership, as well as the legal status of the vehicle in Mexico.

**Under no circumstances shall Zurich cover any payment for fines, legal or regulatory violations, impound lot, or any analogous item, dues for the area, etc.**

**Six. Notification of the accident.**

When the Beneficiary suffers a loss or accident, they shall inform Zurich immediately, providing the names of the Policyholder and the Beneficiary, the characteristics and details of the vehicle involved, the Policy number, if possible, the location of both the Beneficiary and the vehicle, and a description of the accident.

**Seven. Bails and Bonds.**

Zurich shall pay in full the amount of the bail premiums or deposit such cash bonds as may be necessary to obtain the Beneficiary's release from custody, either on bail or parole, subject to the Beneficiary's or the Policyholder's request and the provision of collateral to Zurich satisfaction.

**Eight. Items not covered.**

**In no event shall Zurich pay for:**

- a) Administrative fines**
- b) Storage or other similar processes, such as dues for the area, manoeuvres, towing services not provided by authorized suppliers.**
- c) Reparation for damage or harm to the Beneficiary, Policyholder or Third Parties.**
- d) The amount of bail premiums or any other form of bond, which are fixed by the authorities as collateral for the reparation of the damage, and moral damages caused by the loss.**
- e) Professional fees and expenses incurred for handling matters other than criminal ones.**

**Nine. Legal Assistance Exclusions.**

**Zurich shall be released from providing the service and other benefits set out in this Assistance when the Policyholder or Beneficiary:**

- a) Is accused of committing any offence other than those which may have been committed in the normal course of vehicular traffic.**



- b) Commits any intentional crime, or is involved in any way in the commission of intentional crimes.**
- c) The Policy is not paid.**
- d) Conceals any written or verbal information related to the accident.**
- e) Fails to appear for any summons or appearance made or ordered by the competent authorities of the accident.**
- f) Who, while on bail or bond, commits any other offence of any kind.**
- g) Is, at the time of the accident, under the influence of drugs not medically prescribed or in a state of inebriation, unless the driver cannot be accused of fault, lack of skill, or gross negligence when the loss occurs.**

**Ten. Guarantee.**

The Policyholder and/or Beneficiary may, in turn, engage the most trusted attorney in the location where the accident has occurred on behalf of Zurich to receive the services stated herein in the following cases:

- a) That within six hours of the occurrence of an accident, they were unable to notify Zurich by any means.
- b) That six hours after having informed Zurich of the accident, the appointed attorney has not commenced giving the corresponding legal defense or advice.
- c) When the actions of the attorney appointed by Zurich are contrary to the legitimate defense of the interests of the Policyholder and/or Beneficiary.
- d) In all three cases above, the Policyholder and/or Beneficiary shall ask their attorney to contact Zurich; otherwise, Zurich shall not be liable in any way for the fees and expenses incurred by the Policyholder and/or Beneficiary.
- e) By making use of the guarantee granted to them under this Clause, the Policyholder and/or Beneficiary automatically releases Zurich from liability for the results of legal advice and/or defense.

**Eleven. Limit of coverage.**

Zurich undertakes to arrange and deposit the criminal guarantees (bail or bond) required by the authorities to release the Insured and/or vehicle as a result of a traffic offence, provided the competent authority hears the loss and determines the amount. This guarantee shall be deposited up to the limit contracted in the Civil Liability coverage of the Policy in accordance with its General Terms and Conditions. In the event that the amount of the bond or bail is greater than the sum insured, the corresponding difference shall be paid by the Insured or Policyholder.

For paying the guarantee to release the Insured, the Insured undertake to sign a liability agreement with Zurich in which they undertake to: Cooperate in the due follow-up of the case by appearing before the relevant Authorities and before the corresponding Authority as many times as required or summoned. Furthermore, the Insured undertakes to reimburse Zurich the amount of the bond deposited in its name with the corresponding authority as a consequence of the services contracted, as soon as such authority returns the aforementioned bond.

All expenses for the repair of the damage, fines, impounds, pensions, etc., shall be borne by the Insured or by Zurich, as appropriate.

In the event that, for reasons attributable to the Insured, the Authority makes the guarantee deposited in its favor enforceable for their release, the Insured undertakes to reimburse Zurich said sums upon delivery of the documentation and/or resolutions issued by the corresponding authority.

## General Conditions and Assistance Tourist Auto Insurance



In the event the processing of the loss is conditional upon the exclusions of the Policy, Zurich shall not be required to provide the corresponding bails or bonds. If Zurich subsequently accepts the loss, it undertakes to deposit the corresponding guarantee.

**Zurich shall not provide bail or bond for the same item in the same loss, nor when, due to any situation attributable to the Insured, the guarantees become effective.**

### **Twelve.**

This coverage shall be governed by the provisions of applicable Mexican Law, and any legal action relating thereto shall be enforced precisely in the United Mexican States.

## **Medical evacuation**

Subject to the General Terms and Conditions of the Policy and upon payment of the corresponding premium and when the Policy Cover Sheet states that this coverage has been taken out, Zurich agrees to provide emergency medical transfer services to the Policyholder and/or their dependents, during the validity of this Policy and under the terms and conditions defined in the following:

### **Medical Evacuation Clauses**

#### **One.** Emergency medical transfer by ambulance.

Zurich shall provide specialized medical transport to the most appropriate Hospital within Mexico by intensive care land ambulance in the following cases:

1. As a result of an injury that endangers the life of the Insured and/or their Dependents and makes it necessary for them to be admitted to the nearest hospital.
2. When the Mexican hospital where the Insured and/or their Dependents are hospitalized does not have the necessary and sufficient resources to adequately attend to their injuries.
3. In the event that no hospital in Mexico has the necessary and sufficient medical resources to adequately attend to the Insured and/or their Dependents, Zurich shall provide the most appropriate specialized medical transfer exclusively to the cities of San Diego, California; Houston, Texas or Miami, Florida in the United States of America.

In all cases, the decision to transfer and the choice of the most appropriate transport shall be a joint decision between the treating physician and the Zurich physician.

**Zurich assumes no liability for acts or omissions of medical professionals, medical facilities, attorneys, or anyone else unaffiliated with Zurich.**

#### **Two.** Territoriality.

The benefits described above cover the Insured and/or their Dependents for serious injury occurring while they are within Mexican territory.

#### **Three.** Dependent.

For the purposes of this assistance, dependents are considered to be the direct relatives of the Insured, spouse, and children up to 25 years of age who live in the same household as the Insured and who are financially dependent on them.

#### **Four.** Notice.

When any loss occurs that is covered by this assistance, the Beneficiary shall immediately notify Zurich, providing their name, Policy number and location. The Insured shall refrain from making advance arrangements to receive benefits covered under this assistance so they may be provided free of charge.

**Five. Other Insurance.**

Zurich reserves the right to coordinate the above benefits with any other Insurer which may cover the Beneficiary under another insurance contract.

**Six. Exclusions.**

**Zurich reserves the right to suspend or limit services where:**

- a) There is war, nuclear war, biological war, civil war, catastrophe, or force majeure including refusal by local authorities.**
- b) Coverage does not extend to cover self-inflicted injuries, or injuries which can be treated locally, childbirth, or travel for the purpose of receiving medical treatment.**
- c) There are injuries resulting from the practice of extreme sports, professional or otherwise.**
- d) There are injuries caused to the Insured or Beneficiary when they are under the influence of drugs, or narcotics, or under the effects of alcohol duly proven.**
- e) Injuries sustained as a result of the commission of an intentional crime are excluded.**

**Road Assistance, Medical Assistance, and Travel Assistance**

The Road, Medical and Travel Assistance program protects you against almost any motoring legal incident, 24 hours a day, 365 days a year. With just one call, Zurich shall provide you with the material and necessary resources to handle your problem, based on the following:

- a) The duration of the assistance services shall only be for the period indicated in the Policy from which the service is derived.
- b) Road Assistance, Medical Assistance, and Travel Assistance services shall be provided within Mexican territory and for the validity of the Policy, with the exception of the request for travel information.
- c) The risks covered by the insurance policy are limited only to the risks described in each of the coverages. **No other risks are covered.**
- d) All losses shall be reported before leaving Mexico. Any unreported loss may be subject to a denial of payment.

**1. Motor assistance within Mexico:**

Assistance within Mexican territory to the insured vehicle consists of:

**I. Basic road assistance and towing in Mexico:**

In the event of minor breakdowns and at the request of the Insured, Zurich shall send and cover the cost of qualified personnel to attend to an incident such as changing a tire, jump-starting the vehicle, or sending gas so that the vehicle can move under its own power and reach its nearest destination.

The services shall be provided in accordance with the following:

**1) Gas supply:**

In the event that the insured vehicle runs out of petrol, and upon the Insured's request, Zurich shall arrange for the delivery of petrol of the type available within Mexican territory, sufficient for the Insured to reach the nearest petrol station. The Insured shall indicate in the road assistance call box which type of gas they require – Premium

or Magna. Up to a maximum of 5 liters of gas shall be supplied to the Insured free of charge. Additional liters of gas are at the Insured's expense. **Limited to 2 events per year.**

**2) Flat tire:**

In the event that any of the vehicle's tires prevent the vehicle from continuing to move, Zurich shall arrange for and pay for qualified personnel to replace the damaged tire, to refit the insured vehicle itself, or to inflate the flat tire. **Limited to 2 events per year and up to an amount equivalent to 40 USD (legal tender of the United States of America) per service.**

**3) Jump-Starting:**

In the event that the insured vehicle needs to be jump-started to continue its journey, Zurich shall arrange and pay for the dispatch of a service provider to supply power. Zurich shall not be liable for damage caused as a result of faults in the electrical installations of the insured vehicle. **Limited to 2 events per year and up to an amount equivalent to 40 USD (legal tender of the United States of America) per service.**

**4) Other liquids:**

In the event that the insured vehicle requires other liquids to continue its journey, they shall be requested from Zurich and, if possible, shall be provided to the Insured at their expense and with the prior authorization of the Insured. **Limited to 2 events per year and up to an amount equivalent to 40 USD (legal tender of the United States of America) per service.**

**5) Dispatching and payment of tow truck within Mexico:**

In the event of an accident or breakdown while travelling in Mexico, Zurich shall pay for a tow truck, or flatbed expenses for the insured vehicle to the nearest garage in the city or state where the event occurred.

In all cases of vehicle towing, it is necessary for the Insured or appointed person to be present at the time the tow truck arrives and to accompany the vehicle during the entire transport. **Limited to 2 events per year and up to an amount equivalent to 200 USD (legal tender of the United States of America) per service.**

**6) Road assistance on the northern border:**

The parties agree that in the event of mechanical failure or breakdown, the insured vehicle may be towed to the nearest crossing point to the United States of America, when the vehicle is within a maximum distance of 200 kilometers of the northern border area of Mexico. **Limited to 2 events per year and up to an amount equivalent to 200 USD (legal tender of the United States of America) per service.**

To request Basic Road Assistance services in Mexico, the Insured should call Zurich at 800-282-0787 or 800-288-6911.

The Insured must identify themselves as a Zurich Insured and provide the following information:

- a) Full Name.
- b) Policy Number.
- c) Their exact location.
- d) Type of service required.

**II. Motor assistance**

**a) Referral to workshops**

At the Insured's request, Zurich will provide up-to-date information on the workshops and car dealerships closest to the place of the motor vehicle accident or mechanical failure, if the vehicle is able to move on its own. **No limit to the number of events.**

**b) Locksmith service.**

In the event that the vehicle is immobilized due to misplaced keys or because they have been left inside the vehicle, Zurich shall arrange for a locksmith to be sent to the insured vehicle location for the exclusive purpose of unlocking the vehicle. **Limited to 1 event during the validity of the Policy.**

To provide this service, in all cases the Insured must identify themselves to the locksmith before the service is provided and to remain with the locksmith at all times while the service is being carried out.

**The service shall be at the Insured's expense, subject to prior telephone quote and acceptance by the Insured. The Insured shall also be responsible for spare parts, lock repairs, duplication and/or programming of keys or chips.**

**c) Stay and travel of the Insured due to the immobilization or theft of the vehicle**

In the event of breakdown, accident, or theft of the vehicle, the Insured shall be entitled to opt for only one of the following services:

**1. Hotel payment.**

When the vehicle cannot be repaired within 24 hours of its immobilization, according to the opinion of the person in charge of the workshop chosen by the Insured, or when, in the event of theft of the vehicle, it cannot be recovered within 24 hours of the occurrence of the loss, and after 8 hours have elapsed since the loss, **Zurich shall cover the cost of the Insured's stay for 2 nights' hotel accommodation up to a maximum amount of 300 USD (legal tender of the United States of America) per event. Limited to 1 event per year.**

**Personal expenses for accommodation shall be covered by the Insured.**

**2. Car rental.**

In the event that the repair of the vehicle exceeds 36 hours, once it has been towed to the nearest garage for repair or in the event of Total Theft of the vehicle, and after filing a theft report with the authorities, if it cannot be recovered and used within 36 hours of the loss, Zurich shall provide, through its service network, a 4-door sub-compact vehicle, with automatic transmission, air conditioning, and with a model year of up to 3 years prior to the current year, under the following conditions:

- a) This applies exclusively to automobiles and pickups for private use.
- b) It applies in the event of a claim for Total Loss or Total Theft of the insured vehicle, once both cases have been accepted and determined by Zurich, provided that the valuation of the damage is greater than the deductible of the Material Damage or Total Theft coverages according to the affected coverage.
- c) The coverage takes effect as of the moment Zurich notifies the Insured of the assessment of the Total Loss.
- d) The maximum limit of liability to be covered is set out on the Policy Cover Sheet.
- e) This coverage ends on one of the following dates, whichever occurs first within the insured limit:
  - » The date on which the insured vehicle is indemnified for Total Theft or Total Loss due to Material Damage.
  - » The date on which the insured vehicle is returned to the Insured because it has been located, in the event that the Total Theft coverage has been affected.
  - » The date on which the maximum limit of liability established for this coverage is exhausted.

**Maximum Limit of Liability**

The limit of liability shall apply according to the following table:

Amount of sum insured appearing on the Policy Cover Sheet	Equivalence in calendar days to apply Auto Loan
\$ 13,000	15 days

**This coverage is limited to 1 event during the validity of the Policy.**

**In the event that the Auto Loan modality cannot be offered, the reimbursement option will be applied.**

**Requirements the Beneficiary must meet**

In order to be granted the use of the *Substitute Vehicle*, the Beneficiary shall:

- Be at least 18 years old.
- Have a valid driving license.
- Submit a valid official ID.
- Sign the service provider's contract.
- That the Beneficiary guarantees the return of the *Substitute Car* in the same conditions in which it was delivered, as well as any additional expenses that may be generated, by credit card, debit card, referenced payment through a bank window or electronic transfer (SPEI).
- In the event that the Insured is a legal entity, the individual shall be designated as the Beneficiary of the Coverage by the Insured's Legal Representative.

**Documentation for providing the service**

The Beneficiary must submit the following documentation:

- A copy of the Total Loss notification letter issued by Zurich.
- A copy of the policy taken out with Zurich, in which the Pluz Substitute Vehicle coverage, if any, is included.

**For Partial Loss due to Material Damage:**

When Zurich determines a Partial Loss of the insured vehicle as a result of a loss due to Material Damage pursuant to the provisions of Clause 10. Basis of Valuation and Damage Indemnity: through its service network, Zurich shall provide a 4-door sub-compact vehicle with automatic transmission, air-conditioning, and a model year age of up to 3 years prior to the current year, subject to the following conditions:

- a) This applies exclusively to automobiles and pickups for private use.
- b) It applies in the event of a loss for Partial Loss due to Material Damage to the insured vehicle, once it has been accepted and determined by Zurich, provided that the valuation of the damage is greater than the deductible of the Material Damage coverage.
- c) This coverage takes effect after the second business day following the date Zurich approves the valuation.
- d) Partial Loss Claim which has been accepted and determined by Zurich, and repair is chosen and requires more than 5 business days.
- e) The maximum limit of liability to be covered is set out on the Policy Cover Sheet.

- f) This coverage ends on one of the following dates, whichever occurs first within the insured limit:
- » The date on which the insured vehicle is delivered with the Damage repaired.
  - » The date on which the maximum limit of liability established for this coverage is exhausted.

**Maximum Limit of Liability**

The limit of liability shall apply according to the following table:

Amount of sum insured appearing on the Policy Cover Sheet	Equivalence in calendar days to apply Auto Loan
\$ 13,000	15 days

**This coverage is limited to 1 event during the validity of the Policy.**

**In the event that the Auto Loan modality cannot be offered, the reimbursement option will be applied.**

**Requirements the Beneficiary must meet**

In order to be granted the use of the *Substitute Vehicle*, the Beneficiary shall:

- Be at least 18 years old.
- Have a valid driving license.
- Submit a valid official ID.
- Sign the service provider’s contract.
- That the Beneficiary guarantees the return of the *Substitute Car* in the same conditions in which it was delivered, as well as any additional expenses that may be generated, by credit card, debit card, referenced payment through a bank window or electronic transfer (SPEI).
- In the event that the Insured is a legal entity, the individual shall be designated as the Beneficiary of the Coverage by the Insured’s Legal Representative.

**Documentation for providing the service**

The Beneficiary must submit the following documentation:

- A copy of the garage admission order issued by Zurich with stamp of admission to the repair center authorized by Zurich.
- A copy of the policy taken out with Zurich, in which the Pluz Substitute Vehicle coverage, if any, is included.

**Delivery and guarantee.**

The *Substitute Vehicle* shall be delivered to the Beneficiary at the premises of the car supplier appointed by Zurich, which is nearest to the Insured’s home, or at the Insured’s home by appointment with the Supplier.

In the event that the *Substitute Vehicle* is not immediately available at the location where the service is requested, Zurich undertakes to deliver a vehicle with similar characteristics to those of the Substitute Vehicle within 24 -twenty four-hours following the service request and the submission of the documentation stated in “**Documentation for providing the service**”. The Beneficiary shall return such vehicle to the same location at the end of the maximum period of days corresponding to the limit of liability taken out.

In the event the supplier fails to deliver the *Substitute Vehicle* within 24-twenty four-hours following the service request and the submission of the documentation stated in “**Documentation for providing the service**” of this coverage, **Reimbursement** shall apply.

**Obligations of the Beneficiary**

Additionally for this Coverage, the Beneficiary undertakes to:

- a) Return of the *Substitute Vehicle* provided immediately upon expiry of the terms stated in this Coverage.
- b) The Beneficiary shall be subject to pay the rental rates of the *Substitute Vehicle* established by the provider in the event that the time of use of the *Substitute Vehicle* has exceeded the number of days covered hereby.
- c) The time established for the return of the *Substitute Vehicle* provided to the Beneficiary shall always be at 12:00 noon, with a maximum tolerance of 2 hours. After that time, the Beneficiary shall be charged for an additional day according to the rates set by the service provider.
- d) The *Substitute Vehicle* shall be returned with the same fuel level as recorded at the time the vehicle was received by the Beneficiary. If it is not returned in this way, the Beneficiary shall be charged for the shortfall.
- e) In case of *Loss* of the *Substitute Vehicle* provided, the Beneficiary undertakes to pay the Deductible stated in the lease contract concluded with the supplier.
- f) Pay all additional expenses or costs (missing gas, additional days to their coverage, deductibles, damage, etc.) for the *Substitute Vehicle*.
- g) Traffic fines and/or surcharges registered by the *Substitute Vehicle* during the time the vehicle was assigned to the Beneficiary shall be settled by the Beneficiary no later than 15 days after notification of the fines and/or surcharges.
- h) The *Substitute Vehicle* shall be delivered in the same physical and mechanical condition in which it was assigned and as stated in the supplier's inventory review document closest to the Insured's home.

**Exclusions for the service**

**The risks which in no case are covered by this Coverage are:**

- a) The provision of the service outside Mexico,**
- b) In the event of fraud or bad faith, as well as false or inaccurate statements made by the Beneficiary or the Insured with the goal of misleading the provider,**
- c) Failure to comply with any of the requirements of these conditions,**
- d) When requesting the service, the Beneficiary is unfit to drive (due to drunkenness or having used narcotics or psychotropic substances) and/or is otherwise physically unfit to drive.**
- e) The supplier reserves the right not to provide the service when the safety of its personnel or vehicles is jeopardized.**



**Suspension of service**

The grounds for suspension of service shall be:

- a) Using the *Substitute Vehicle* profitably.
- b) Abandoning the *Substitute Vehicle*.
- c) Disobeying federal, state or local traffic signals.
- d) Using the *Substitute Vehicle* to tow trailers.
- e) Forcing the *Substitute Vehicle* in relation to its normal power and/or capacity.
- f) Directly participating in safety, endurance, or speed races or tests with the *Substitute Vehicle*.
- g) Driving the *Substitute Vehicle* while intoxicated or under the influence of drugs.
- h) Driving the *Substitute Vehicle* without a valid license issued legally or by the corresponding authority.
- i) Driving the *Substitute Vehicle* on dirt and/or unpaved roads.
- j) Using the *Substitute Vehicle* for illegal activities.
- k) Using the *Substitute Vehicle* for public service or goods transport.

**3. Onward travel expenses.**

Where the repair of the vehicle exceeds 36 hours, Zurich shall arrange and pay for the Insured and their companions to continue the journey to the place originally planned, provided that the total amount of the transport does not exceed the cost of return to the place of permanent residence. This transfer shall include a round trip ticket at economy fare by the most suitable or available means of land or air transportation at the place of the loss for the Insured to return to their vehicle. **Limited to 1 event per year and up to an amount equivalent to 200 USD (legal tender of the United States of America) per service.**

It also includes a one-way ticket for each companion at economy fare on the most suitable or available means of land or air transportation at the site of the loss up to an amount equivalent to **200 USD (legal tender of the United States of America) per service, limited to one event per year.**

**4. Return or travel expenses of the Insured and Companions to return to their usual place of residence.**

Zurich shall arrange and pay for the transportation of the Insured and/or companion(s) to the place of permanent residence by means of:

- 4.1 A one-way ticket for the Insured and each companion at economy fare on the most suitable means of land or air transportation available at the place of the event to the Insured's permanent place of residence. **This benefit applies only to the maximum number of passengers per vehicle. Limited**

**to 1 event per year and up to an amount equivalent to 200 USD (legal tender of the United States of America) per service.**

4.2 A round trip ticket at an economy fare by the most suitable means of land or air transportation available at the place of the event, for the Insured in order for them to return for their vehicle. **Limited to 1 event per year and up to an amount equivalent to 200 USD (legal tender of the United States of America) per service.**

## **2. Domestic Travel Assistance:**

Travel assistance shall consist of:

### **I. Concierge.**

Zurich provides the Insured with information related to:

- Museum opening hours in major cities around the world,
- Weather conditions in Mexico,
- Sporting events and shows in some cities around the world, (Limited to general events promoted by OCESA/CIE),
- Immediate referral service for: doctors and hospitals, relocation, air ambulances, laboratories for clinical studies and analysis, funeral homes, emergency institutions, airports and bus stations, Mexican consulates and offices for procedures with the competent authorities.
- Vaccination and visa requirements in other countries, and at the request of the Beneficiary and/or companion(s), Zurich shall liaise by telephone with Embassies and Consulates in Mexico.
- Booking tickets for any means of commercial transportation such as: planes, cars, trains, cruises, helicopters, and hotels in the largest cities of the world. (Subject to availability),
- Reservations for restaurants, cultural or sporting events, theatres, concerts in Mexico and in the largest cities of the world. (Subject to availability),
- Telephone information related to Malls, Nightclubs, and Attractions in the main cities within Mexico,
- Assistance in the purchase and delivery of gifts, flower arrangements, various household goods, and car rentals in the largest cities of the world.

All expenses arising from the aforementioned concepts shall be borne by the Insured.

**No limit to the number of events.**

### **II. Administrative assistance.**

In the event of theft or loss of essential documents to continue the trip, such as passports, visas, airline tickets, etc., advice shall be provided on the procedure to follow for reporting the facts until the lost or stolen documents are recovered or reissued.

If the items are recovered, Zurich shall arrange for delivery to the location of the Beneficiary and/or companion(s) or to their permanent residence subject to the terms and conditions of the specialized courier contracted by Zurich. Additional charges (taxes, fines, etc.) **shall be borne by the Beneficiary and/or companion(s). No limit to the number of events.**

## **3. International Travel Assistance:**

### **I. Transmission of Urgent Messages.**

Zurich shall be responsible for transmitting, at the request of the Insured, any urgent messages requested by the Insured arising from the events covered by the benefits referred to in this Schedule. To keep family members, treating physicians, or employers of the beneficiary and/or companion(s) etc. informed of the cost of communications shall be borne by Zurich. In no event shall Zurich be liable for the content, accuracy, and form of the information transmitted. **No limit to the number of events.**

**II. Location and forwarding of baggage and personal effects.**

In the event of theft or loss of the Insured's baggage or personal effects, Zurich shall advise the Insured on how to report the theft or loss and shall assist in locating them. If the objects are recovered, Zurich shall also be responsible for delivery to the place where the Beneficiary is located or to their permanent residence subject to the terms and conditions of the specialized courier contracted by Zurich. Additional charges (taxes, fines, etc.) shall be covered by the Beneficiary and/or companion(s). **No limit to the number of events.**

Beneficiaries: The driver of the car and the passengers. **No limit to the number of events.**

**4. Domestic Travel Medical Assistance:**

Medical assistance shall consist of:

**I. Medical Referral:**

At the request of the Insured, Zurich shall provide up-to-date information on doctors, clinics, and hospitals in the largest cities of Mexico, 365 days a year, 24 hours a day. In the event that there is no network in the place where the Insured and their companions are located, Zurich shall provide them with information on the nearest one. **No limit to the number of events.**

Similarly, Zurich may, upon request and at the Insured's expense and with **no limit on the number of events**, coordinate the following medical care services:

- a) By making an appointment for the patient with a doctor or specialist in the Doctor's office.
- b) The examination or consultation of the patient in a specialty hospital.
  - i. **Telephone medical consultation.**

Zurich offers the Insured its Network of Doctors who shall assist the Insured by telephone, 24 hours a day, 365 days a year for any health-related query.

Zurich shall not issue a medical diagnosis but shall, at the Insured's request and at the Insured's expense, make the necessary arrangements for their care. **No limit to the number of events.**
  - ii. **Pharmacy referral.**

Zurich shall provide referrals to the pharmacies closest to the Insured's home which, if available, shall come to the Insured's home to deliver the medication required by the Insured. Such medication shall be paid by the Insured. **No limit to the number of events.**

**II. Home Doctor Visits.**

At the request of the Insured or their companions, Zurich can arrange for a doctor home visit. The cost of the consultation shall be indicated in advance and if the Insured accepts it, they shall pay the total amount of the fees directly to the doctor at the end of the visit. **This benefit applies with no limit to the number of events, and is limited to the largest cities of Mexico.**

**Zurich shall not be liable for the quality of services rendered, nor for the care or lack of care rendered by such physicians or medical institutions, nor for any costs incurred, nor for any consequences arising therefrom.**

**III. Land Medical Transport.**

If the Insured suffers an accident resulting in injury or trauma for which Zurich, in liaison with the attending physician, recommends hospitalization, Zurich shall arrange and meet the cost of transporting the Insured and/or companions to the nearest suitable hospital for the required treatment by land ambulance. **No limit to the number of events.**

If necessary due to medical reasons, such medical transport shall be medically supervised.

**IV. Emergency Air Medical Transport.**

When the use of an air ambulance is essential, it shall be provided only from the largest cities of Mexico. From all other cities, air transport shall be done in a commercial airliner. **In all cases, the medical transport shall be limited to 2 events per year and up to a maximum amount equivalent to 1,000 USD (legal tender of the United States of America) per event.**

**V. Insured Transport After Treatment.**

When the Insured is required to be transported with medical assistance or special medical equipment suggested by the treating doctor (stretcher, extra seat, oxygen, etc.), and under prior agreement with Zurich, Zurich shall organize and bear the costs for transporting the Beneficiary and/or companion(s) pursuant to the conditions required for the case, and shall transport the Insured to their permanent place of residence by commercial airline. **Limited to 2 events per year and up to a maximum amount equivalent to 1,000 USD (legal tender of the United States of America) per event. This benefit applies only to the maximum possible number of companions per vehicle.**

**VI. Travel and stay of a family member due to the Insured being injured.**

In the event the Insured is hospitalized due to an accident suffered within Mexican territory and the hospitalization is expected to last more than 5 (five) days, Zurich shall arrange and cover the following expenses:

- i. The cost of a round trip economy class ticket from the Insured's city of permanent residence for a person designated by the Insured for the purpose of going to the place of hospitalization. **Limited to 1 event per year and up to a maximum amount equivalent to 1,000 USD (legal tender of the United States of America).**
- ii. Zurich shall arrange and meet the cost of the designated person's accommodation expenses **up to a maximum amount equivalent to 60 USD (legal tender of the United States of America)** per day for a maximum of 5 (five) calendar days. **Limited to 1 event per year.**

**VII. Extension of the insured's stay due to injury.**

If the treating doctor recommends immediate rest for the Insured following their discharge from the hospital, Zurich shall pay for the costs of extending the Insured's stay in Mexico due to convalescence; thus, Zurich shall pay for the hotel chosen by the Insured and subject to availability, immediately after their discharge from the hospital, provided that this extension is prescribed by the treating doctor and Zurich.

This benefit shall be provided in accordance with the following requirements:

- a. Convalescence shall start immediately (the same day) after discharge from the hospital or clinic.
- b. The payment shall be covered up to an amount equivalent to 100 USD **(legal tender of the United States of America)** per day or its equivalent in local currency with a limit of up to 7 consecutive calendar days.
- c. Accommodation payments only applies to the cost of the room, and does not include personal expenses which shall always be borne by the Insured and/or companion(s).

**VIII. Insured Companion Transport.**

When, due to an accident or injury to the insured, the Insured and their companions cannot continue to travel, as diagnosed by Zurich, the return transport expenses of the insured companions to the place of permanent residence of the Insured or to the place where they are hospitalized shall be covered.

Such transport shall be done at an economy fare by the land or air transport means available at the place of the accident, provided that the transport to the Insured's permanent place of residence cannot be carried out by the means of transport anticipated for the trip.

In the case of minors, they shall be accompanied by an adult designated by the Insured.

In the event that the Insured companions decide to continue with the trip, it shall be understood that they have waived the service and Zurich shall be exempt from any subsequent claim and/or payment.

**This benefit is limited to a maximum of 2 companions, and limited to 1 event per year and up to 1,000 USD.**

**IX. Transport due to death or local burial.**

In the event of the Insured's or one of the Insured companions' death during travel in Mexican territory, Zurich, through its network of providers, shall carry out all the necessary paperwork, including all legal formalities and shall be responsible for the coordination and payment of funeral expenses, pursuant to the following terms and conditions:

- a) The transport or repatriation of the body to the place of burial in the permanent residence of the Insured, including all transport and burial expenses in the city of permanent residence of the Insured,
- b) At the request of the bereaved, Zurich shall coordinate and pay for burial at the place of death.

**Important information:**

1. Zurich shall cover such services up to a maximum coverage amount equivalent to 1,500 USD (**legal tender of the United States of America**). Any excess shall be paid by the Beneficiary in advance to the funeral provider.
2. The funeral home shall be assigned according to the place of death or according to the requirements of repatriation and transport.
3. Funeral services shall be provided exclusively by qualified providers from Zurich nationwide network.
4. This service shall be provided upon request to Zurich.
5. All items are subject to availability and state legislation.
6. Ashes shall not be repatriated.
7. The service for Insured companions is limited only to the number of passengers for whom the insured vehicle is designed.
8. Only a basic funeral service shall be provided, which includes:
  - a) Funeral and Counselling Management.
  - b) Transport to the funeral home by hearse.
  - c) Aesthetic grooming of the body.
  - d) Economical metal casket.
  - e) 24-hour wake room or home chapel.
  - f) Cremation or burial, as appropriate.
  - g) Urn for ashes.
  - h) Procedures for an individual grave in a civil or municipal cemetery.
  - i) Accompanying bus.
9. In addition to the funeral service in Mexico, one of Zurich attorneys shall be sent to advise and help the bereaved to carry out the necessary legal formalities related to the funeral service in Mexico, such as:
  - a. Assistance in obtaining a death certificate from the Ministry of Health,
  - b. Assistance in obtaining a death certificate from the Civil Registry,
  - c. Waiver of post-mortem examination when circumstances and the law so permit,
  - d. Official permits and authorizations for burial and cremation,
  - e. In the event of violent death and at the request of the bereaved, Zurich shall take the necessary steps with the Public Prosecutor's Office and the coroner's office to release the body of the Insured and, where appropriate, file a complaint against whoever is responsible.

**X. Travel and stay of a family member due to the death of the Insured**

If the Insured should die, and for the purpose of collecting the body and making the corresponding arrangements, Zurich shall cover the following:

- i. The cost of a round trip economy class ticket from the city of permanent residence of the Insured to go to the place of death to collect the body and carry out the corresponding formalities. **Limited to 1 event per year and up to a maximum amount equivalent to 1,000 USD (legal tender of the United States of America).**
- ii. Zurich shall arrange and meet the cost of the **designated** person's accommodation expenses **up to a maximum amount of 60 USD (legal tender of the United States of America)** per day for a maximum of 5 (five) calendar days. **Limited to 1 event per year.**

**5. Obligations of the Insured and/or companion(s):**

- I. **Request for assistance.** Should assistance be needed, and before taking any action, the Insured and/or any of their companions, if the event the Insured is unable to do so, shall call Zurich at 800 282- 0787 or 800-288-6911: and provide the following details:
  1. Insured's full name
  2. The Insured's motor insurance policy number and validity.
  3. The Insured's location and the telephone number where they can be contacted, or all the information necessary to locate the Insured at the operator's request,
  4. Detailed description of the problem and the type of assistance required.

- II. **Precautions or safety measures.** The Beneficiary and/or accompanying person(s) are obliged to carry out all actions aimed at avoiding or reducing assistance situations. You should also refrain from making any arrangements or incurring any expenses without consulting Zurich.

Reimbursement shall not be paid for services contracted by the Insured without Zurich prior consent, and without meeting the requirements stated in the assistance. Except in the case of proven force majeure preventing the Beneficiary and/or companion(s) from communicating with Zurich, or with the third parties responsible for providing such services.

- III. **Claims.** Any claim resulting from a loss and/or relating to an assistance situation shall be submitted in writing within 90 calendar days of the date on which the loss occurs and before leaving Mexico.
- IV. When Zurich makes payment of any of the indemnities provided for in this assistance, the Insured shall assign all rights to which the Insured is entitled against third parties to Zurich and shall undertake to issue the documents required for this purpose.
- V. Zurich shall make the payments and indemnities referred to in this assistance, provided that such payments do not generate any profit for the Insured.
- VI. As for the vehicle, the services referred to in this assistance shall only be provided when it is used by any of the Insured or by third parties when they have their express or implied consent to do so.
- VII. The parties agree that in the event of any dispute arising from this assistance, the parties waive any jurisdiction to which they may be entitled by reason of their present or future address, and submit to the jurisdiction of the laws and authorities of Mexico.

## 6. Exclusions:

In addition to the exclusions set out in the General Terms and Conditions of the Insurance Policy of which this coverage is part, the assistance benefits described in this coverage shall not apply in the following cases:

- a) When the Beneficiary and/or companion(s) fail to provide truthful and timely information, which by its nature does not allow the situation to be properly handled.
- b) When the Beneficiary and/or companion(s) fail to prove that they are entitled to the assistance service.
- c) When the Beneficiary and/or companion(s) fail to comply with any of the obligations stated in this Policy.
- d) When the Driver of the vehicle fails to identify themselves as the Beneficiary or companion.
- e) When the Beneficiary is not at the scene of the accident.
- f) When the covered vehicle has been illegally brought into the country.
- g) When the assistance situation arises due to fraud or bad faith on the part of the Insured or the Driver of the vehicle, or has arisen from any intentional incident.
- h) As a result of misuse or improper use of the vehicle without the Insured's consent, such as in the case of theft, breach of trust, etc.
- i) Vehicles with modifications other than those originally manufactured, if these had a direct influence on the accident or breakdown.
- j) Assistance and/or expenses of vehicle passengers transported free of charge as a result of so-called "rides" or "hitchhiking".
- k) Zurich shall not be liable for delays or non-performance due to force majeure or the administrative or political characteristics of the place where the services are to be provided.
- l) Providers rendering assistance services may be independent contractors and, thus, Zurich shall be responsible for the performance of the services under the terms of this assistance and shall not be liable for any deficiencies incurred by such providers; notwithstanding the fact that such providers are chosen by Zurich, are appropriately qualified and competent according to the service levels of the place, time, and circumstances in which the services are to be provided.
- m) For the towing service, the following are not considered breakdowns: immobilization due to an alarm going off, maintenance work, car checks, major repairs, and repair of parts carried out directly by the user or third parties if these have a direct influence on

the accident or breakdown of the covered vehicle, dead batteries, gas, and vehicles stuck in puddles and sand.

- n) The covered vehicle shall not be towed with cargo or injured persons, nor shall it be manoeuvred if it is stuck in potholes or ravines.
- o) The Insured escaping from the scene of the accident.
- p) Direct violations to the Traffic Regulations in force and applicable in the state and/or to the General Roads Act in force and applicable in Mexico.
- q) Services are excluded when they directly result from:
  - 1. Sport practices in competitions;
  - 2. Injuries sustained prior to the trip;
  - 3. Assistance situations occurring during trips made by the Beneficiary and/or companion(s) against a doctor's orders;
  - 4. Suicide and/or injuries or after-effects of attempted suicide;
  - 5. Injuries caused by the voluntary ingestion of alcohol, drugs, intoxicants, narcotics, or medication without a medical prescription;
  - 6. Events related to the purchase or use of prostheses, eyeglasses, or pregnancy.
  - 7. No medical transport service shall be provided to pregnant women during the last ninety days prior to their delivery date.
- r) Medical, dental, or hospital expenses within Mexican territory are excluded.
- s) Due to extraordinary natural phenomena, such as floods, earthquakes, volcanic eruptions, or hurricanes;
- t) Due to events and/or acts resulting from terrorism, riots, or civil commotion;
- u) Due to events and/or actions of armed forces or security forces or bodies, even if they are carried out in peacetime;
- v) As a result of events related to radioactive energy, or any other force majeure.
- w) All matters not covered by this assistance shall be governed by the provisions of the General Terms and Conditions of the Policy of which this coverage is part.

## 7. Reimbursement policy:

The Insured and/or companion(s) shall be entitled to reimbursement of expenses for services requested with prior written authorization from Zurich, subject to the following requirements:

- a) The Beneficiary shall report on the expenses incurred and items before leaving Mexican territory and no later than 10 calendar days after the occurrence of the loss that required the assistance service.
- b) **Under no circumstances shall air medical transport expenses be reimbursed.**



## General Conditions and Assistance Tourist Auto Insurance



- c) For all other health care benefits, reimbursement shall only apply if Zurich has complete information such as: Medical report and information of the treating doctor to certify that the requirements for granting each benefit are met, and for a proven emergency, or in the event that the Insured's life is at risk and the Insured has had to resort to third parties for assistance.
- d) In the event that the reimbursement is authorized, it shall be made against submission of the original tax invoice, with no erasures or alterations, and issued in Mexican pesos (MXN).
- e) The Policyholder shall submit the original invoice or receipt.
  - 1. The invoice shall include the following information:  
ZURICH ASEGURADORA MEXICANA S.A. DE C.V.  
TAXPAYER ID (RFC): QMS950529 PU4  
Address: Toreo Parque Central, Torre B, Piso 20  
Boulevard Manuel Ávila Camacho No. 5,  
Col. Lomas de Sotelo, Naucalpan de Juárez, Estado de México C.P. 53390
  - 2. Policyholder's full name and home address.
  - 3. It is necessary to send a letter explaining the situation and reasons for requesting reimbursement to this address, stating the following details:
    - i. Insured's Name
    - ii. Insured's Home Address
    - iii. Insured's telephone number
    - iv. Bank Name
    - v. Bank Address
    - vi. Bank Branch
    - vii. Account number where the deposit is to be made
    - viii. ABA or Swift Code (for international wire transfers)
    - ix. Standardized Bank Code (CLABE) (for domestic wire transfers)
    - x. A copy of the Policy Cover Sheet and original invoices.
- f) Reimbursement shall be made according to the exchange rate in force at the banking institution on the date the payment is generated. Fees and taxes are payable by the Insured and/or companion(s) receiving the transfer.

**In compliance with the provisions of article 202 of the Insurance and Bonding Institutions Act, the contract documentation and the technical note that make up this insurance product were registered with the National Insurance and Bonding Commission, as of 23 June 2022, under number CNSF-S0037-0133-2022/CONDUSEF-005292-02.**

For any clarification, claim or unresolved doubt, we suggest you contact **Zurich Specialized Customer Service Unit (UNE)**, located in Toreo Parque Central. Blvd. Manuel Avila Camacho No. 5, Torre B, Piso 20, Col. Lomas de Sotelo, Naucalpan de Juárez, Estado de México C.P. 53390 where we will be attending from Monday to Thursday from 9:00 to 17:30 and Friday from 9:00 to 15:00 hours or call 55 52 84 11 03 or toll free 800 0800 009 from 9:00 to 14:00 hours, or send an e-mail to [unidad.especializada@mx.zurich.com](mailto:unidad.especializada@mx.zurich.com)

**CONDUSEF:** Avenida Insurgentes Sur N°762, Colonia del Valle, Mexico City, C.P. 03100. Telephone numbers: (55) 5340 0999 and (800) 999 8080. Website: [www.condusef.gob.mx](http://www.condusef.gob.mx), e-mail: [asesoria@condusef.gob.mx](mailto:asesoria@condusef.gob.mx)

**LANGUAGE. English wording is a courtesy. The Spanish wording contains the particular conditions of this coverage and, in the event of any conflict, the Spanish wording shall prevail over the English wording.**