

Relax Hogar Pluz General Conditions Zurich Compañía de Seguros, S.A. May 2017

This document in English is an informative version and has no validity as official general conditions of the product. This reference document was translated from the general conditions registered in CNSF, from 5th July 2016 with the number PPAQ-S0025-0067-2016, CGEN-S0025-0046-2017 from 2nd march 2017 and RESP-S0025-0034-2017 from 14th march 2017 / CONDUSEF-001575-01. In case of inconsistencies in the language translations, the latest Spanish version shall prevail as official. The latest version can be found on our website: www.zurich.com.mx.

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Definitions and General Conditions

Accident.

Any sudden, unavoidable and unforeseen act, deed or event causing damage to property, individuals or animals (cats or dogs).

Regarding Accidental Death coverage of an Insurable Family member, an accident is any bodily injury suffered by the insured party as direct consequence of an external, violent and unavoidable cause, occurring while the insurance policy coverage is in force.

Bodily injuries willfully caused by the insured party will not be considered accidents.

Annual Installment.

It is the insured amount under contract that is broken down and/or capped between one or more events that could take place while the insurance policy is in force. Company maximum liability will never exceed the maximum limit per event specified in the coverage conditions (as long as it applies).

Furnishings.

Group of goods that are part of a household (household items).

Jewel.

Jewel or valuable object for personal use.

Assault.

Act perpetrated inside a building by any individual or individuals in order to take possession of its content, making use of force or violence, whether it is moral or physical, over individuals occupying it.

Insured party.

Relax Hogar Pluz policyholder mentioned in the cover of this insurance policy issued by Zurich, as long as it has not been canceled at the time the event is produced.

Electric Arc.

Electrical discharge.

Beneficiary.

Insurance policy holder whether he/she is the owner or leases the household described in Relax Hogar Pluz insurance policy or a third party affected by policy holder's deeds or omissions or the party insured by this insurance policy issued by Zurich, as long as it is valid and in force at the time the event occurred. Likewise, the individual designated by each of the insured individuals as the individual who will receive the insurance benefit, in the event of death of any of them.

Outdoor Goods.

For purposes of this insurance, outdoor goods shall be understood as:

- Finished buildings partially or completely lacking roofs, walls, doors or windows, as long as the aforementioned buildings have been designed and/or built in order to operate in these circumstances, pursuant to construction regulations in the area, valid on the date of construction.

- Fixed machinery and/or equipment and their facilities if they are outdoors or inside buildings partially or totally lacking roofs, doors, windows or walls, provided they were designed specifically to operate in these conditions and they are properly anchored.
- Fixed goods which, given their nature, are outdoors, namely those located outside or inside of buildings that partially or entirely lack ceilings, doors, windows, or walls, such as:

- A) Swimming pools.
- B) Advertisements and signs.
- C) Roads, paths, streets, garrisons, or patios located inside the property of the insured party.
- D) Decorative elements of outdoor areas.
- E) Sport facilities and/or courts.
- F) Lights.
- G) Irrigation systems.
- H) Transmission and/or reception towers and antennas.
- I) Air conditioning systems.
- J) Solar panels.

Contents.

Movable items belonging to the Insured party or under his/her responsibility that are inside the building, such as:

- Dining room, living room, and bedroom furnishings.
- Appliances, musical instruments, clothes, decorative objects, computers for family use, electronic devices and, in general, household items.
- In addition, for purposes of this insurance, Jewels or Valuable objects belonging to the Insured party whose value per item or set is lower than 96 UMU (Unit of Measure and Update) or its equivalent in USD are considered as contents.

Glasses.

Glasses that are properly installed in the building described in the cover of this Policy, as well as mirrors, tabletops, divisions, and analogs, considering the decorations (such as silver-plated, gold-plated, dyed, painted, engraved, cut, signs, relief, and analogs) and/or their frameworks as part thereof.

Boilers and/or pressure vessels

A closed container in which water or other liquid is heated or turned into steam through the heat generated by any fuel or by electricity. This insurance includes any ancillary equipment of the insured boilers or vessels that is incorporated into their structure, including the gas pipes that lead to the chimney and is extended to the supply pipes that run between supply pumps, injectors, boilers, and vessels, and to all boiler steam discharge valves, up to and including the nearest valve.

The equipment may or may not have a firebox. Their ancillary equipment, such as burners, grates, air preheaters, panels, control equipment and injectors incorporated into their structure, as well as the pipes are considered part thereof.

Surety.

Deposit or delivery of money or a good as guarantee of an obligation.

Cavitation.

Steam formation.

Coinsurance.

Percentage of the share of the Insured party in the amount of the indemnifiable losses and/or damages produced as a result of each claim.

Foundations

Structural part and base on which the building or construction lies.

Company

Zurich Compañía de Seguros, S.A., duly authorized insurance institution that provides the contracted coverage and shall be liable for the payment of the respective indemnity.

Condominium owner

Proprietary of one or more condominiums in the same building.

Construction

For purposes of this insurance, it is understood as a finished structure located within the insured property.

Deductible

Fixed amount to be paid by the Insured for the indemnifiable losses and/or damages produced as a result of each claim.

Financial dependents

For purposes of this insurance, a financial dependent of the main Insured shall be understood as the lawful spouse and the single children under 24 with no income from individual work.

Physical depreciation

Decrease in the value of a good as a result of time, wear and tear, and/or use.

Drone

Unmanned air vehicle.

Building

A group of main and accessory material constructions with fixed installations (water, gas electricity, refrigeration, and others corresponding to the building).

The building shall be used as a dwelling place.

The suspended ceilings, fixed carpets, and wood adhered to the floor, walls or ceilings, as well as the fences, the independent walls of the building, the reinforced concrete retaining walls, and/or the perimeter fencing, doors or gates and additional constructions within the property are considered part of the building.

For the section Theft with Violence and/or Assault, it is a condition that the aforementioned goods are located within the insured building, protected with walls, roofs, doors, and windows.

The proportional parts of the common areas of the building in the case of buildings under the condominium regime shall be included.

Domestic employee or worker

For purposes of this insurance, person who, in exchange of a financial remuneration, usually renders his/her personal services to perform cleaning, cooking, washing, ironing, childcare and other household chores, and may or may not live at His/her place of work.

In addition, the drivers, gardeners, and employees who provide maintenance and remodeling services to the household and are employed by the policyholder are also considered domestic employees.

Disease

Care or pathology that the Insured contracts and manifests for the first time after the policy comes into effect and constitutes the basis of the claim submitted by the Insured.

Electronic devices and/or appliances

For purposes of this insurance, any type of device commonly used in the household that is powered with electricity and is utilized to perform and expedite domestic chores, including but not limited to the refrigerator, microwave oven, audio and video players, as well as devices whose electronic value is more than 50% of the total value of the device.

Mobile and/or portable electronic devices

For purposes of this insurance, any equipment whose electronic value is more than 50% of the total value of the device that is owned by the Insured for everyday use and is temporarily located outside the insured property, including but not limited to portable computer (laptop), cellular phone, tablet, iPad, iPod, video and photography camera.

Finished building

The property ready for occupancy with all the windows and glasses installed, finished floors, installed doors and walls.

Failure

Malfunctioning of the insured property covered by the policy.

Family and/or Insurable Family

When the term Family and/or Insurable Family is mentioned, it shall mean the Policyholder, spouse and children under 24 who depend financially on the Policyholder and who live with the latter in his/her permanent residence.

Hydro-meteorological phenomena

Those that cover the damages to buildings or other constructions, contents, consequential losses and insured property under express agreement due to any or all the risks defined below:

• Mudslides

Landslide caused by flooding or rain.

• Hail

Atmospheric precipitation of water that falls heavily in the shape of hard and compact ice crystals. This concept also covers the damages caused by obstructions of the water and sewage systems located within the insured properties and rainwater falling as consequence of the hail accumulated in them.

- **Frost**

Climate phenomenon consisting in the unexpected drop of room temperature to levels equal or under the freezing point of water at the place of occurrence.

- **Hurricane**

Massive flow of air and water moving with a swirling trajectory around a low pressure center over the sea or land surface with a peripheral speed of winds of direct impact equal to or over 118 kilometers per hour that has been identified as such by the National Meteorological Service.

- **Flooding**

Temporary, accidental covering of the land with water as a result of a diversion, overflowing or breakage of the retaining walls of rivers, channels, lakes, dams, ponds, and other water reservoirs or streams, either natural or artificial, caused by rain, hail, frost, hurricanes, rainwater flooding, tidal wave or tsunami, sea swell, snowfall, and storm winds.

- **Rainwater flooding**

Temporary, accidental covering of the land with rainwater as a result of the unusual and fast accumulation or displacement of water caused by extraordinary rainfall that meets the following criteria:

That the rainfall reaches at least 85% of the average of the maximum rainfall of the place of occurrence over the last ten years, eliminating the maximum or minimum observed, measured at the closest meteorological station, or that the insured property is located in a flooded area covering at least one hectare.

- **Sea swell**

Alteration of the sea manifested in a rise of the sea level due to a meteorological depression or disturbance combined with a decreased atmospheric pressure and a shear stress on the sea surface produced by the winds.

- **Tidal wave or tsunami**

Violent seawater agitation as a result of a shake of the seabed that increases its level and propagates to the shorelines causing flooding.

- **Snowfall**

Precipitation of flake-shaped ice crystals.

- **Storm winds**

Winds that reach at least the tropical depression, tornado or force 8 category according to the Beaufort scale (62 kilometers per hour), in accordance with the National Meteorological Service or registries recognized by the latter.

Force majeure

Unexpected and violent event beyond the control of human will that cannot be foreseen and whose effects cannot be avoided.

Fortuitous

Unexpected event and/or situation.

Boring

Perforation.

Subsection

Consecutive number assigned to a location covered in a policy.

Household items

Movable items belonging to the Insured party or under his/her responsibility that are inside the building, such as: dining room, living room and bedroom furnishings, appliances, musical instruments, clothes, decorative objects, computers for family use, electronic devices and, in general, household contents.

In addition, for purposes of this insurance, jewels or valuable objects belonging to the Insured party whose value per item or set is lower than 96 UMU (Unit of Measure and Update) are considered as household items.

Personal objects

Personal use items belonging to the Insured party which, given their characteristics, are temporarily outside the insured property.

Pergola

Framework or structure formed by columns, pillars or posts that support a latticework.

Premium

Payment made by the Insured to the Insurance Company to obtain the coverage that the latter offers.

First Risk

Indemnity procedure by means of which the Company pays to the Insured the amount of the losses and/or damages in excess of the coinsurance and/or deductible, without reducing said indemnity, even if the Sum Insured were lower than the replacement value of the insured property.

Country of Residence

For purposes of these General Conditions, Mexico.

RECAS

Registration of insurance adhesion contracts in CONDUSEF.

Representative

Any person designated by the Beneficiary that performs any actions to allow for the provision of Assistance Services.

Permanent Residence

The usual domicile of the Beneficiary in Mexico, as stated in the Relax Hogar Plus policy cover or any other demonstrated by reasonable means.

Debris removal

Dismantling, demolition, cleaning, transport, and other necessary actions for the insured or damaged property to be in conditions to be repaired or reconstructed.

Maximum liability

Maximum liability limit assumed by the Company upon occurrence of an insured even, without exceeding the sum insured.

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Theft with violence

Act perpetrated by an individual or individuals to take possession of the Contents with the use of violence from the outside to the inside of the building and leaving visible signs thereof in the place through which they broke in.

Basements or Semi-basements

Any area whose perimeter walls are fully or partially below the natural level of the ground.

Incident

Event that, upon occurrence, produces losses and/or damages to the insured property and gives rise to an indemnity by the Company under the terms of this Policy.

Sum Insured

The value that the Insured has assigned to each one of the coverage stated in the Relax Hogar Pluz Policy. This amount is not a guarantee, neither a proof of the value or the existence of the property.

Insured location

The place where the insured movable and/or immovable item stated in the policy is located.

UMU

United of Measure and Update that shall be calculated and updated annually by the National Institute of Statistics and Geography (INEGI).

Replacement value

For the building, it is the cost for its construction and/or repair with the same quality materials without considering any deduction for physical depreciation, including the cost of freight, customs duties and assembly cost, if applicable.

For the Contents, it is the cost of acquisition, installation or repair of the items (with the same class, quality, size and/or capacity), without considering any deduction for physical depreciation, including the cost of freight, customs duties and assembly cost, if applicable.

Actual value

For the building, it is the cost for its construction and/or repair with the same quality materials, deducting the physical depreciation.

For the Contents, it is the cost of acquisition, installation or repair of the items (with the same class, quality, size and/or capacity), deducting the physical depreciation.

Conditions applicable to the Insurance Contract

This document may be subject to changes and/or updates by the Company and its' latest version in spanish will be considered as current.

Insurance Operation

The Company has authorization for operations pertaining Life, Accidents and Diseases, and Damages insurance.

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Contract

The Insured's statements made in writing to the Company in the insurance application, this Policy, the added annexes and endorsements constitute proof of the insurance contract.

Term

The term of the insurance shall begin and conclude at 12:00 hours of the dates specified in the cover of the Policy.

Territorial limit

This Policy shall only be effective for losses and/or damages occurred and expenses incurred within the territorial limits of Mexico, except for what is set forth in the civil liability section, for leisure or study trips.

Aggravation of risk

The Insured shall notify the Company of any circumstance that, during the term of the insurance, causes an essential aggravation of the covered risks, within 24 hours after becoming aware of said circumstances.

If the Insured fails to notify or if he/she causes the essential aggravation of the risks, the Company, thereafter, shall be released from any obligation derived of this insurance.

Payment of Premiums

a) The premium paid by the Insured is due and may be paid when the contract is entered into and, unless otherwise agreed upon, it shall be understood that the period of the insurance is one year.

b) The Insured and the Company may agree on installment payments of the premium; in such case, the installments shall cover equal length periods of not less than one month. In this case, the respective financing rate for installment payments shall be applied to the premium.

c) The agreed premium shall be paid at the Company's offices upon producing the respective receipt or by any other payment means agreed by the parties.

In case of having agreed to pay the premium with credit card, debit card or through a direct debit to any Insured's bank account, the respective account statement showing said debit shall be the full proof of the payment thereof. In case that said payment cannot be made for causes attributable to the Insured, the Insurance Contract shall automatically cease to have effect at 12 hours of the last day of the grace period set forth in subsection e) of this clause.

d) In case of an incident, the Company shall deduct from the indemnity payable to the beneficiary the total amount of the unpaid premium or the unpaid installments until the premium corresponding to the contracted insurance period is fully paid.

e) The Insured shall have a grace period of 30 calendar days to fully pay the premium or the agreed installments.

During the grace period, the policy shall remain in effect; however, if the Insured were to suffer an incident payable under this policy during said grace period, the Company shall deduct from the benefits the unpaid premiums due.

Place of payment of the indemnity

The Company shall pay the indemnities at its offices within 30 days after receiving the documents and reports that are the basis of the claim under the terms set forth in the clause **Rights of the Company**.

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Cancellation of the contract for nonpayment

If the premium were not paid within the grace period set forth in the **Payment of Premiums**, the effects of the policy shall automatically cease at 12 hours of the last day of this deadline.

Reinstatement

Notwithstanding what is set forth in the clause "**Cancellation of the contract for nonpayment**", the Insured may, within 30 days after the last day of the grace period, pay the premium of this insurance or its corresponding part in case of having agreed on installment payments. In this case, on the ground of the aforementioned payment, the effects of this insurance shall be reinstated at the time and date shown in the payment receipt and the original term shall be automatically extended for a period covering the last day of said grace period and the time and date when the reinstatement becomes effective.

However, if at the time of payment the Insured requests in writing to maintain the original term of the policy, the Company shall adjust and, if applicable, immediately return, on a pro rata basis, the premium corresponding to the period during which the effects thereof ceased in accordance with Article 40 of the Insurance Contract Law whose initial and last moments are specified at the end of the foregoing paragraph.

Without prejudice to its automatic effects, the reinstatement set forth in this Clause shall be recorded by the Company for administrative purposes on the receipt issued for the corresponding payment and on any other document issued after said payment.

Renewal

The Company shall renew this contract upon request of the contracting party under the same conditions and the premium fee in effect on the date of the renewal and registered by the National Insurance and Bonding Commission shall be applied in each renewal.

Other insurances

If the property were covered in full or in part by other insurances of this or other type that cover the same risk, contracted either on the same date or before or after the term of this policy, the Insured shall immediately inform so in writing to the Company, and the latter shall record this in the policy or an annex thereof. If the Insured willfully failed to give notice of what this clause sets forth or if he/she contracted several insurances to obtain an illicit benefit, the Company shall be released from its obligations.

Decrease and reinstatement of the sum insured in case of an incident

Any indemnity paid by the Company for losses or damages as a result of the occurrence of the risks covered by this policy shall reduce in the same amount the maximum indemnity limit, and the indemnities of subsequent incidents shall be paid up to the limit of the remaining sum; however, the maximum indemnity limit may be reinstated upon the request of the Insured, who will pay the corresponding premium.

If the policy includes several insured properties, the reduction or reinstatement shall be applied to each one of the affected properties.

Mandatory waiting period for the coverage of Hydro-meteorological phenomena

It is expressly agreed and understood that, for any new business, any increase in the sums insured for existing policies, as well as for putting the policy into effect and/or reinstatement of coverage, an AUTOMATIC WAITING period of 15 days counted from the effective date shall be applied:

Only losses not related to this catastrophic coverage shall be considered as covered during this waiting period.

Incident

a) Safeguard or recovery measures.- Upon the occurrence of an incident, the Insured shall be bound to execute all the acts aimed at avoiding or decreasing the damage or preventing it from increasing.

If the delay does not pose a risk, the Insured shall ask the Company for instructions and shall abide by them.

The noncompliance of this obligation may affect the rights of the Insured under the terms or article 115 of the Insurance Contract Law.

The expenses incurred by the Insured that are not manifestly inadmissible, shall be covered by the Company and, if instructed by the latter, these expenses shall be paid in advance.

b) Notification of an incident.- When an incident that may give rise to an indemnity in accordance with this insurance occurs, the Insured or the Beneficiary, if applicable, shall be bound to notify the Company immediately through the fastest available communication means and confirm it in writing within the following 5 days, except in cases of force majeure or unforeseeable circumstances, thus notifying upon the end of aforementioned impediment.

Failure to notify within the period of time stated herein may result in reducing the indemnity to the amount to which the damage would have come to had the Company being notified thereof within the stipulated period; the Insured shall also notify the Company of any claim received related to said incident. Notwithstanding that, immediately after the incident, the necessary measures for protection or safeguard are taken; the Company shall examine the damaged property prior to starting the repair.

In the event third parties caused the damage, the Insured, in compliance with what is set forth herein, shall refrain from any arrangement with them without the previous authorization and approval of the Company with respect to the liability resulting from said damages.

In case of theft or any other criminal act that could give rise to a claim under this Policy, the Insured shall notify the competent authority and the Company immediately to recover his/her property or the amount of the damage.

If so requested, the Insured shall grant, as soon as possible, sufficient power to the Company or the person designated thereby, in order to take responsibility for and act in the defense of the insured or to settle the claim, or to follow in the name thereof and to its own benefit, the claim for indemnity, or losses or damages, or any other claim against third parties.

The Company shall be fully entitled to undertake the procedure or settlement of any claim and the Insured shall provide the Company with all the necessary reports and assistance.

Any assistance the Company or the representatives thereof provide to the Insured or third parties shall not be interpreted as acceptance of liability.

c) Documents, data, and reports that the Insured shall provide to the Company.- The Insured Party shall accredit his/her claim and the circumstances thereof under the terms of this Policy. The Company shall be entitled to demand from the Insured or beneficiary, all kinds of information on the facts related to the incident whereby the circumstances and consequences of its occurrence may be determined.

In order to facilitate the process of the claim, the Insured shall deliver the following documents and data to the Company:

- a.- A detailed and accurate itemization of the affected properties as well as the actual damages caused by the incident and the amount of said damages, taking into account the value of the property at the moment of the incident.
- b.- A detailed list of all the existing insurance policies on the damaged property.
- c.- All the plans, projects, books, receipts, invoices, copies or duplicates of invoices, instruments and, in general, any other documents to support the claim.
- d.- All the data related to the circumstances of the incident and, upon the request of the Company and at the expense thereof, certified copies of all the actions and proceedings undertaken by the Public Prosecutor or any other authority who intervened in the investigation of the incidents or the events related therewith.
- e.- Notwithstanding the aforementioned documentation and information, the occurrence of the incident shall be considered as substantiated, for purposes of this insurance, by filing a criminal complaint, its ratification and proof of ownership and preexistence.

Under no circumstances the Company shall require to prove the incident in a trial, in accordance with the provisions of Article 71 of the Insurance Contract Law*.

Notwithstanding the foregoing, the Company may request additional documentation and information in accordance with Article 69 of the Insurance Contract Law.

For the case of section Private and Family Civil Liability

a.- Claim notice: The Insured shall notify the Company, as soon as he/she becomes aware, of the claims or demands that he/she or his/her representatives received, and shall send to the Company the documents or copies thereof; the Company shall immediately notify the Insured in writing that it shall not assume control of the proceedings, if that were its decision. If said notice is not made as stated herein, it shall be understood that the Company has assumed control of the proceedings against the Insured and that the latter shall cooperate with the Company under the terms of the following subsections of this clause. In the event that the Company does not assume control of the proceedings, it shall pay the Insured in advance for any amount necessary to cover the expenses of the Insured's defense which shall be performed with due diligence.

b.- Cooperation and assistance of the Insured with respect to the Company: In any proceedings against him/her, due to the liability covered by the insurance, the Insured is bound to:

- Provide the necessary information and evidence required by the Company for his/her defense, in case said defense is necessary or when the Insured fails to appear in court.
- Exercise and assert the actions and defenses that he/she is entitled to.
- Appear in court in any proceedings.
- Grant powers in favor of the lawyers designated by the Company to represent him/her in said proceedings, if he/she cannot intervene directly in all the formalities of said proceedings.

All the expenses incurred by the Insured to comply with said obligations shall be covered by the sum insured pertaining defense expenses. If the Company acts with negligence in establishing or leading the defense, the liability with respect to the amount of the expenses of said defense shall not be subject to any limit.

c.- Claims and demands: The Company is entitled to make the settlement of the claims, either judicially or extra-judicially, to lead the trials or motions before the authority and to sign agreements. The Company shall not be liable for any acknowledgment of indebtedness, transaction, agreement or any other legal act that may imply acknowledgment of liability of the Insured which was agreed upon without the Company's consent, with the purpose of claiming a liability that otherwise would not exist or be lesser than the one in force. The admission of the materiality of an act by the Insured shall not be equated with the acknowledgment of liability.

d.- Beneficiary of the Insurance: This insurance contract grants the right to indemnity directly to the third party damaged who shall be considered its beneficiary from the moment when the incident occurs.

e.- Reimbursement: If the third party is indemnified, in whole or in part, by the Insured, the latter shall be proportionally reimbursed by the Company.

f.- Subrogation: The Company shall subrogate, up to the amount paid, all rights against third parties that correspond to the Insured as a result of the indemnified damage. However, if the acts were committed by persons for which the Insured is legally liable, since he/she is also considered as Insured in this case, there shall not be subrogation. If the damage was only partially indemnified, the Insured and the Company shall agree to assert their rights proportionately.

The Company shall be fully or partially released from its obligations if the subrogation is impeded by the Insured.

Measures that the Company may take in case of an incident.

In case of an incident, and as long as the amount of the respective indemnity has not been definitely set, the Company may:

- a.- Enter the buildings or properties where the incident occurred to ascertain its cause and extension.
- b.- Have the damaged and spared properties examined, classified and appraised, wherever they are located. Under no circumstances, the Company shall be bound to handle the sale or settlement of the properties or their remains, whereas the Insured shall not be entitled to abandon them to the Company.

Rights of the Company.

In case of an incident that affects the insured property, the Company may opt to replace them or repair them to the satisfaction of the Insured, or otherwise to pay in cash the corresponding amount in accordance with its liability under the terms of this Policy.

Expert's report.

In case of a disagreement between the Insured and the Company on the amount of any loss or damage, the matter shall be subject to the report in writing of an expert designated by agreement of both parties. However, in case of not reaching an agreement on the appointment of a single expert, two shall be designated: one by each party and this shall be done within ten days counted from the date on which one of them was required by the other

in writing to do so. Prior to starting their work, the two experts shall appoint a third one should a disagreement arise. If one of the parties refuses to appoint his/her expert or just failed to do so even after being required by the other party, or if the experts should not reach an agreement on the appointment of the third one, the Judicial Authority shall, upon the request of any of the parties, make the appointment of the expert, the third expert, or both if necessary. The demise of either party, if such party were an individual, or its dissolution, if such party were an entity, occurring whilst the experts are producing their report, shall not annul or affect the powers of the expert or the experts or third expert, whatever the case may be, or if any of the experts of the parties or the third expert died before presenting their report, another one shall be designated by the corresponding party (the parties, the experts or the judicial authority) in order to replace such expert. The costs and fees resulting from the report of the experts shall be borne by the Company and the Insured in equal parts, but each party shall cover the fees of its own expert. The expert's report referred to in this clause does not signify the acceptance of the claim on the part of the Company, such report shall simply determine the loss that the Company may eventually be obliged to indemnify, with the parties being free to exercise the actions and oppose the corresponding motions.

Fraud, deceit, bad faith, or willful misconduct

The obligations of the Company shall terminate:

a.- If the Insured, the beneficiary or his/her representatives attempting to force the Company into error, were to conceal facts or make imprecise declarations of facts that would exclude or restrict said obligations.

b.- If, with the same intention, they fail to deliver on time to the Company the documents mentioned in the Clause of Incidents of this Policy.

c.- If there were to exist fraud or bad faith in the incident or claim on the part of the Insured, the beneficiary or their respective successors.

d.- If the incident is due to a willful misconduct of the Insured.

Subrogation of rights

Once the indemnity has been paid, the Company shall subrogate, up to the amount paid, all rights and actions against third parties that correspond to the Insured as a result of the indemnified damage. If the Company requests so, the Insured shall register the subrogation in a public instrument, at the expense of the Company. The Company shall be fully or partly released of its obligations with respect to this insurance, if the subrogation is impeded by acts or omissions from the Insured.

If the damage was only partially indemnified, the Insured and the Company shall agree to assert their rights proportionately.

The right to subrogation shall not apply in case the Insured has a conjugal relationship or blood relationship or relationship by affinity up to the second degree of an in-law of the person who caused the damage, or else, if the Insured is civilly liable for said person.

Advance payment of indemnities

In case the incident is admissible, the Company may opt to pay 20% of the amount of the damages as advance of the total indemnity, provided that said amount does not exceed 30% of the contracted sum insured, even if all the documents mentioned in the Clause of Incidents have not been produced. The advance payment shall only be made in the case of incidents covered by Sections I, II and III.

Jurisdiction

In case of dispute, the petitioner may assert his/her rights before the Specialized Unit of the Company (UNE) or the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF) and by his/her choice, determine the jurisdiction by territory, based on the domicile of any of their branches, in terms of articles 50 B and 65 of the Law for the Protection and Defense of Financial Services Users, and article 277, last paragraph, of the Insurance and Bonding Institutions Law. If the parties do not submit themselves to the arbitration of CONDUSEF, or whomever CONDUSEF appoints, the rights of the petitioner shall remain intact so that they can be asserted before a judge with jurisdiction at the domicile of the Branches of said Commission. In any case, it is the petitioner's choice to turn to the referred authorities or directly to the aforementioned judge.

Communications

Any declaration or communication related to this contract shall be sent in writing to the Company to its corporate domicile indicated in the cover of this policy.

In all cases where the domicile of the offices of the Company were different to the one indicated in the cover of the policy, the Company shall notify this to the Insured for all the information and notices that shall be sent to the Company and for any other legal purpose.

The petitions and communications ought to be made to the Insured shall be valid if they are sent to the last known domicile thereof.

Early termination of the Contract

Notwithstanding the term of validity of the policy, the parties agree that it may be terminated by means of written notification. When the Insured terminates the Contract, the Company shall be entitled to the portion of the premium corresponding to the time during which the insurance policy was in effect and shall return the entire unearned premium.

When the Company terminates the Contract, the termination of the insurance shall come into effect 15 days after sending the respective notification. The Company shall be entitled to the portion of the premium corresponding to the time during which the insurance policy was in effect and shall return the entire unearned premium, at the latest, upon sending said notification, otherwise the notification shall be deemed as not made.

An earned premium is the premium charged for the time during which the policy was in effect and an unearned premium is the premium corresponding to the time remaining on the Policy, minus any expenses and commissions incurred by the Company for contracting this product.

Currency

Both the payment of the premium and the indemnities that may arise under this Policy shall be settled under the terms of the Monetary Law in effect on the date of payment.

Prescription

All the actions derived from this insurance contract shall prescribe in two years counted under the terms or Article 81 of the Insurance Contract Law* from the date of the incident that gave rise to them, excluding the exception cases stipulated in Article 82 of said Law*. The prescription shall be interrupted not only due the ordinary causes, but also for the appointment of experts or for the commencement of the procedure stipulated in Article 68 of the Law for the Protection and Defense of Financial Services Users.

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Furthermore, the prescription shall be suspended for the submittal of the claim before the Specialized Unit of the Company (UNE).

Past-due interests

If the Company fails to comply with the obligations assumed in the insurance contract when they are legally enforceable, it shall pay to the creditor and indemnity for default in accordance with article 276 of the Insurance and Bonding Institutions Law, which is transcribed hereafter:

ARTICLE 276.- If an Insurance Institution fails to comply with the obligations assumed in the insurance contract within the terms it legally has for the compliance, it shall pay to the creditor an indemnity for default in accordance with the following:

I. The obligations in national currency shall be denominated in Investment Units at their value on the due date of the terms referred to in the first part of this article and its payment shall be made in national currency at the value of the Investment Units on the date on which payment is made, in accordance with the provisions of the second paragraph of Section VIII of this article.

In addition, the Insurance Institution shall pay a past-due interest on the obligation denominated in Investment Units as provided in the preceding paragraph, which shall be capitalized monthly and whose rate is equal to the result of multiplying by 1.25 the cost of term deposits of liabilities denominated in Investment Units of commercial banks in the country, published by the Banco de Mexico in the Federal Official Gazette corresponding to each of the months during which there is default;

II. When the principal obligation is denominated in foreign currency, in addition to the payment of this obligation, the Insurance Institution shall be required to pay a past-due interest which shall be capitalized monthly and shall be calculated by applying to the obligation itself the percentage obtained by multiplying by 1.25 the cost of term deposits of liabilities denominated in US dollars of the commercial banks in the country, published by the Banco de Mexico in the Federal Official Gazette, corresponding to each of the months during which there is default;

III. If the date on which the calculation is made the reference rates for the calculation of the past-due interests stipulated in Sections I and II of this article have not been published, the rate of the previous immediate month shall be applied, and if said rates are not published, the past-due interest shall be calculated by multiplying by 1.25 the rate that substitutes them, according to the provisions in effect;

IV. The past-due interests referred to in this article shall be generated every day as of the due date of the terms stipulated in the first part of this article and until the day the payment is made according to the second paragraph of section VIII of this article. For its calculation, the reference rates referred to in this article shall be divided by three hundred sixty five and the result shall be multiplied by the number of days corresponding to the months during which noncompliance persists;

V. In case of repair or replacement of the damaged object, the indemnity for default shall consist only in the payment of the respective interest in the currency in which the principal obligation was denominated according to 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 compensatory benefits set forth in this article are unwaivable. The agreement that seeks to terminate them or reduce them shall have no legal effect. These rights shall arise only during the term established by the Law for the payment of the principal obligation, even if it is not paid at that time.

Once the amount of the principal obligation is set according to what the parties agreed or the final ruling made by a judge or arbitrator during a trial, the compensatory benefits set forth in this article shall be covered by the Insurance Institution on the amount of the principal obligation;

VII. If during the respective trial the claim is admissible, even if the payment of indemnity for default set forth in this article had not been required, the judge or arbitrator, aside from the principal obligation, shall order the debtor to also cover these benefits as provided in the foregoing sections;

VIII. The indemnity for default that consists of the update and interests systems referred to in fractions I, II, III, and IV of this article shall be applied to all types of insurances, except for surety insurances that guarantee indemnities related to the nonpayment of tax credits, in which case the provisions of the Tax Code of the Federation shall apply.

The payment by the Insurance Institution shall be made in a single lump sum that includes the following items:

- a) The past-due interests;
- b) The update referred to in the first paragraph of section I of this article, and
- c) The principal obligation.

In the event that the Insurance Institution does not pay the whole amount of the obligations assumed in the insurance contract and the indemnity for default in a single lump sum, the payments that it makes shall be applied to the items defined in the order established in the foregoing paragraph; hence, the indemnity for default shall continue to be generated under the terms of this article on the amount of the unpaid principal obligation until it is fully paid.

If the Insurance Institution files a cause of action that suspends the execution procedure set forth in this Law, and a non-appealable ruling is issued whereby the contested actions shall continue to be in effect, the respective payment or collection shall include the indemnity for default that the principal obligation may have generated up to that moment, and

IX. If the Insurance Institution, within the legal terms, fails to pay the indemnities for default, the judge or the National Commission for the Protection and Defense of Financial Services Users, as the case may be, shall impose a fine between 1000 and 15000 day-fines.

In the case of the administrative execution procedure set forth in Article 278 of this Law, if the Insurance Institution, within the legal terms, fails to pay the indemnities for default, the Commission shall impose the fine stipulated in this section, at the request of the respective enforcing authority in accordance with section II of said article.

Rectification of the Policy

"If the content of the Policy or the modifications thereof do not coincide with the offer, the Insured may request the respective rectification within thirty days after receiving the Policy. After said period, the stipulations of the policy or the modifications thereof shall be deemed as accepted."

Clause of Commissions and Direct Compensations

While the Policy is in effect, the contracting party may request to the Company in writing, information about the percentage of the premium that corresponds to the agent or entity as commission or direct compensation for its intervention in the execution of this contract. The Company shall provide such information in writing or electronically no later than 10 business days after the date on which the request is received.

Particular Conditions

Description of coverage

Section I.- Building all-risk fire insurance

A.- Coverage

The Building located in the domicile specified in the All-risk Fire Policy and/or losses or damages arising directly from sudden and fortuitous events is covered, except for what is stipulated in the exclusions mentioned in this section or the exclusions applicable to all the sections.

The coverage shall be considered in effect provided that it is included in the Summary of Coverage of the policy.

The coverage of Hydro-meteorological phenomena is automatically included in Section I Building All-Risk Fire, unless it is specified as "Excluded" in the legends of the policy.

B.- Indemnity

The indemnity shall be the amount of the claim without exceeding the contracted sum insured and shall be made on the basis of First Risk.

C.- Maximum liability

The maximum liability of the Company shall be the lesser of the following values:

- 1.-The contracted sum insured.
- 2.- The Replacement Value of the property.

The Maximum Liability of the Company is specified in the Summary of Coverage of the policy.

D.- Additional coverage

1.- Trees, gardens and/or plants

The damages sustained by trees, gardens and/or plants, provided that they are due to the risks covered by section I Building All-Risk Fire, are covered; the maximum liability amount shall be in accordance with what is specified in the Summary of Coverage of the policy, being indispensable to have contracted the coverage, otherwise, they shall be deemed as not covered.

E.- Additional sub-limits

1.- Foundations

For the building, the foundations are automatically covered up to a sublimit of 10% of the sum insured of the Building per event and in the annual aggregate.

2.- Fire extinguishing expenses

The fire extinguishing expenses incurred by the Insured to prevent or decrease damages to his/her property are indistinctly covered provided that sections I and/or II Building and/or Contents were contracted.

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Said expenses include the use of extinguishing materials, firefighter expenses and other fire extinguishing expenses which the Insured may have to cover, provided that they are the result of a risk covered by the Policy up to a sublimit of 50 UMU (Unit of Measure and Update) per event and in the annual aggregate or its equivalent in USD.

3.- Outdoor Goods

Outdoor goods belonging to the Insured are automatically covered, according to the definition, provided that these damages are the result of the risks covered in Section I and/or II All-Risk Fire up to a sublimit of 1,250 UMU (Unit of Measure and Update).

This sublimit applies indistinctly to section I and/or II (provided that it was contracted) and it is not additional.

This sublimit shall not increase the maximum liability of the Company.

The deductible to be applied to each claim shall be 5% of the Sum Insured for this sublimit.

F.- Particular exclusions for Section I

- **Frescoes or murals, which for reasons of decoration or ornamentation, are painted or form part of the building.**
- **The value of the land.**
- **The building, when it is under construction or reconstruction.**
- **Damages caused by the use or gradual deterioration of the property.**
- **The building and its contents, when the former lacks ceilings, one or more walls, one or more doors or external windows, or otherwise lacks protection against the elements.**
- **Damages to the interior of the building or its contents due to wetting or water filtrations caused by flaws in the construction or design of the roofs, as well as lack of maintenance to the construction, unless the roofs, walls, doors, or external windows of the building are destroyed or damaged by the direct action of the risks covered and may cause openings or cracks through which rain, hail, or snow may come in.**
- **Smoke or soot generated inside the building, unless it is caused by fire.**
- **Foreseen damages caused by failures or flaws in the public supply of gas, water, or electricity.**
- **Damages due to obstructions, shortages, flaws, breakages, or any other abnormality of the sewage systems or lack thereof.**

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- **Underground water or water tables that cause filtrations through the foundations, floors or retaining walls, or that cause fractures of said foundations or floors or walls.**
- **Hidden defects.**
- **Subsidence.**
- **Damages sustained due to an Earthquake and/or Volcanic Eruption.**
- **Model houses or houses used for displays.**
- **Unoccupied and/or abandoned houses.**
- **Mobile homes.**
- **Cabins.**
- **Damages due to plagues and/or mold.**
- **Particular exclusions for the additional coverage of trees, gardens and/or plants.**
- **Standing crops, orchards, forests, plots of land.**
- **Felling, either authorized or not by the respective authorities.**
- **Damage to this property caused by any type of vehicles.**
- **Aesthetic damages or damages caused by animals, plagues or pesticides.**

Particular exclusions for the sublimit of Outdoor Goods:

- **Palm shelters and/or pergolas.**
- **Constructions wherein dry palm, roofing board and/or any other type of construction material inferior to concrete and/or bricks is used.**

Section II.- Contents All-risk Fire Insurance

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A.- Coverage

The Contents situated inside the Building located in the domicile specified in the All-risk Fire Policy and/or losses or damages arising directly from sudden and fortuitous events are covered, except for what is stipulated in the exclusions mentioned in this section or the exclusions applicable to all the sections.

The coverage shall be considered in effect provided that it is included in the Summary of Coverage of the policy.

The coverage of Hydro-meteorological phenomena is automatically included in Section II Contents All-Risk Fire, unless it is specified as "Excluded" in the legends of the policy.

B.- Indemnity

The indemnity shall be the amount of the claim without exceeding the contracted sum insured and shall be made on the basis of First Risk.

C.- Maximum liability

The maximum liability of the Company shall be the lesser of the following values:

- 1.- The contracted sum insured.
- 2.- The Replacement Value of the property.

The Maximum Liability of the Company is specified in the Summary of Coverage of the policy.

D.- Additional sub-limits

1.- Clothes of the Insured

The clothes of the Insured, spouse and his/her financial dependents is covered against material damages, provided that said clothes are under the custody of dry cleaners, laundries, tailor's shops, and shops for their repair located within the limits of the Mexican Republic. The maximum indemnity in this case shall be equivalent to 70 UMU (Unit of Measure and Update) per garment or set with an annual aggregate of 200 UMU (Unit of Measure and Update).

2.- Refrigerated food

The food stored in a refrigerator and/or freezer is covered for decomposition provided that it was caused by the breakdown of said equipment, as well as failures in the supply of electricity provided that they are not attributable to the Insured. The maximum indemnity in this case shall be up to 20 UMU (Unit of Measure and Update) per event and in the annual aggregate.

3.- Damages to contents for purposes of the Insured's business

The damages to property belonging to the Insured that is used to conduct his/her business (previous acceptance of the Company), provided that these damages had been caused by the risks covered in this section. The sum insured for the contents used to conduct business shall not exceed 15% of the contracted sum insured for this section with a maximum limit of 1400 UMU (Unit of Measure and Update).

It is indispensable to declare said property in the policy, otherwise they shall not be deemed as covered.

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E.- Particular exclusions for Section II

- **Theft and/or assault.**
- **Machinery, boilers, electronic devices and/or appliances, equipment or accessories used to produce, transform, or utilize electric currents, provided that the damages are caused by a variation in the current or a flaw thereof, as well as damages due to negligence, misuse, lack of skill, breakdown, and lack of maintenance.**
- **The contents, when the building is under construction or reconstruction.**
- **Gold and silver ingots, precious stones.**
- **Firearms.**
- **Manuscripts, plans, sketches, drawings, patterns, models, or molds.**
- **Securities, obligations, or any type of documents, postage or fiscal stamps, coins, banknotes, checks, bills of exchange, promissory notes, accounting books and other record keeping books.**
- **Losses or damages if the liability lies on the manufacturer or supplier of the Insured property, either legally or contractually.**
- **Damages caused by the use or gradual deterioration of the property.**
- **The building and its contents, when the former lacks ceilings, one or more walls, one or more doors or external windows, or otherwise lacks protection against the elements.**
- **Movable property located outdoors, unless the additional coverage was contracted.**
- **Damages to the interior of the building or its contents due to wetting or water filtrations caused by flaws in the construction or design of the roofs, as well as lack of maintenance to the construction, unless the roofs, walls, doors, or external windows of the building are destroyed or damaged by the direct action of the risks covered and may cause openings or cracks through which rain, hail, or snow may come in.**

- **Smoke or soot generated inside the building, unless it is caused by fire.**
- **Foreseen damages caused by failures or flaws in the public supply of gas, water, or electricity.**
- **Ground, water, or air motor vehicles that require a plate or permit for their use in public places.**
- **Damages due to obstructions, shortages, flaws, breakages, or any other abnormality of the sewage systems or lack thereof.**
- **Underground water or water tables that cause filtrations through the foundations, floors or retaining walls, or that cause fractures of said foundations or floors or walls.**
- **Earthquake and/or Volcanic Eruption.**
- **Damages to the Contents located below ground level, in basements and semi-basements.**
- **Damages to the Contents of unoccupied, abandoned and/or mobile homes.**
- **Damages to the Contents caused by mold and/or plagues.**

Section III.- Earthquake and/or Volcanic Eruption

A.- Coverage

The property covered by the Policy in sections I and/or II (Building and/or Contents) are covered against direct material damages caused by Earthquake and/or Volcanic Eruption.

If the mentioned property or part thereof were destroyed or damaged within the term of the Policy, the Company agrees to indemnify the Insured for the amount of the damages sustained in accordance with the Deductible and Coinsurance specified in the legends of the policy and other related, without including the value of improvements (either required or not by the authorities) to give more solidity to the building or buildings affected or for other purposes, in excess of those repairs necessary to restore the property to the conditions existing when the incident occurred.

The damages covered by this section that are caused by an earthquake and/or volcanic eruption shall give rise to a separate claim for each one of those phenomena, but if several of them occur within a period of 72 consecutive hours during the validity thereof, they shall be deemed as a single incident and the damages caused shall be included in a single claim.

Property automatically covered for this section

- Foundations, swimming pools, fences, outdoor patios, external stairs and any other constructions separated from the building or buildings or constructions that are expressly insured by the Policy to which this coverage is added.

The coverage shall be considered in effect provided that it is included in the Summary of Coverage of the policy.

B.- Indemnities

The indemnity shall be the amount of the damages in excess of the coinsurance and the deductible, and shall be made on the basis of First Risk.

C.- Maximum liability

The maximum liability of the Company shall be the lesser of the following values:

- 1.- The contracted sum insured for the coverage of Earthquake and/or Volcanic Eruption.
- 2.- The Replacement Value of the property.

In both cases, minus the coinsurance percentage paid by the Insured according to the Seismic Zone established in the cover of the Policy.

The Maximum Liability of the Company is specified in the Summary of Coverage of the policy.

In the case of apartment buildings for rent or under the condominium regime, the proportional part that corresponds to the joint tenancy of the Insured apartment is insured.

D.- Particular exclusions for the coverage of Earthquake and/or Volcanic Eruption

1.- Excluded property but that can be covered through an express agreement

The damages caused to the following property shall only be covered by express agreement that shall be included in the legends of the policy:

- **Retaining walls below the lowest floor and independent retaining walls.**
- **Any type of frescoes or murals, which for reasons of decoration or ornamentation, are painted or form part of the insured building or buildings or constructions.**

2.- Excluded property and risks that cannot be covered

The company shall not be liable for damages under this coverage affecting:

- **Ground and plots of land.**
- **Buildings, facilities, and constructions that are not fully finished and their contents.**
- **Due to nuclear reactions, radiations, or radioactive contaminations, either controlled or not and whether they are or not caused by the earthquake and/or volcanic eruption.**
- **Due to sea swell or flooding, even if they were caused by any of the risks covered by this insurance.**
- **Due to vibrations or natural movements of the underground not caused by the earthquake, such as subsidence, displacements, and foreseen normal settlements.**
- **Cash, either as coins or banknotes, securities and other negotiable and non-negotiable documents.**

Section IV.- Consequential losses

Additional coverage:

A.- Debris removal

In case of contracting this coverage, the Company shall pay for the cost of removing the debris resulting from the occurrence of an indemnifiable incident due to any of the following risks:

- The risks covered in the coverage of Building and/or Contents
- Earthquake and/or Volcanic Eruption provided that this coverage was contracted

1.- Indemnities

The Debris Removal coverage comes into effect once the Company indicates so and authorizes the Insured to carry out the respective removal.

Likewise, the Company shall proceed to indemnify the Insured with the prior proof of the expenses incurred by the latter.

2.- Maximum liability

The Maximum Liability of the Company is specified in the Summary of Coverage of the policy.

3.- Particular exclusions for debris removal

The removal of damaged property due to risks other than those covered is excluded, even if an authority that is legally recognized by reason of their duties orders it.

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B.- Extraordinary expenses

In case of contracting this coverage, the Company shall indemnify the Insured when the latter has to evacuate the building due to an indemnifiable incident caused by any of the following risks:

- The risks covered in the coverage of Building and/or Contents.
- Earthquake and/or Volcanic Eruption provided that this coverage was contracted. The indemnity shall consist in covering the necessary extraordinary expenses incurred by the Insured for the items specified below in order to maintain the living standards he/she had when the incident occurred, for as long as it may be necessary to repair or reconstruct the damaged property:
- Rent of a house, apartment, guesthouse or hotel.
- Moving expenses.
- Cost of the transportation insurance of household items.
- Cost of household items storage.

When the Insured is lessee of the building, the indemnity for rent of a house, apartment, guest house or hotel shall be equal to the difference between the new rent, including the deposit, if the rent is higher than the one paid when the incident occurred.

This coverage is extended to cover, according to its limits and conditions, the extraordinary expenses incurred by the Insured during a period of time of not more than four consecutive weeks when the access to the property is forbidden by the authorities as a result of the occurrence of an indemnifiable incident caused by any of the risks covered in sections I, II and III (Building, Contents, and Earthquake and/or Volcanic Eruption).

Payment of Basic Services

In case of the occurrence of an indemnifiable incident due to any risk covered in section I Building, and if as a result thereof the Insured may not occupy the property for more than 15 days, the Company shall pay the Insured in a single lump sum and only for one single event during the term of the policy, a maximum amount of 35 UMU (Unit of Measure and Update) for the payment of basic services that include:

- Water, electricity, gas, and landline telephone.

These sub-limits do not increase the maximum liability of the Company for the coverage of Building.

1.- Indemnities

The Company shall pay the indemnities according to the following procedure:

1.1.- In case of the occurrence of an incident that warrants indemnity, the Company shall make an advance payment to the Insured equivalent to the amount resulting from dividing the maximum liability limit by the number of months of the contracted indemnity period.

1.2.- The remaining amount shall be reimbursed to the Insured as incurred and covered expenses upon submitting the respective receipts.

2.- Maximum liability

The liability of the Company shall conclude whenever either of the following occurs:

- Upon concluding the indemnity period stipulated in the legends of the Policy.
- Upon reinstating the Insured to occupy the building.
- Upon indemnifying the Insured for the entire contracted sum insured for this section.
- When the time that would necessarily have been required to repair the property to leave it under habitability conditions has passed by.

The Maximum Liability of the Company is specified in the Summary of Coverage of the policy.

3.- Particular exclusions for extraordinary expenses

- **Expenses without the occurrence of an incident covered by the policy.**
- **Expenses without the respective proof.**

C.- Loss of Rents

In case of contracting this coverage, the Company shall indemnify the Insured for the real financial loss resulting from the rents that the latter stops receiving from leasing the property to a third party that does not depend civilly on him/her following the occurrence of an indemnifiable incident caused by any of the risks covered in the coverage of Building and Contents All-risk Fire.

The lease contract shall be registered before the respective authorities.

1.- Indemnities

The monthly indemnity shall be the result of dividing the contracted sum insured by an indemnity period of 6 months.

2.- Maximum liability

The liability of the Company shall conclude whenever either of the following occurs:

- Upon concluding the indemnity period stipulated in the legends of the Policy.
- The monthly equivalent established in the respective lease contract.
- Upon indemnifying the Insured for the entire contracted sum insured for this section.

3.- Particular exclusions for loss of rents

The Company shall not be liable for:

- **The suspension, termination, or cancellation of any contract or authorization for the enforcement of a law or provision of the authorities that regulates the construction or repair of buildings.**

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- **Agreements or contracts not registered before the respective authorities.**
- **The losses resulting from an Earthquake and/or Volcanic Eruption are excluded.**

Section V.- Accidental breakage of glasses

A.- Coverage

In case of contracting this coverage, the losses or material damages of insured glasses, their installation or removal caused by a sudden accidental and unforeseen breakage or due to vandalism, as well as the material damages to the glasses when they are caused by the performance of repairs, alterations, improvements and/or painting of the insured building and/or glasses, whether they were removed or properly installed are covered.

Property automatically covered for this section:

- Stained-glass windows and/or domes.

B.- Indemnities

The indemnity shall be the amount of the claim without exceeding the contracted sum insured and shall be made on the basis of First Risk.

C.- Maximum liability

The maximum liability of the Company in this section shall be the lesser of the following values: a.- The contracted sum insured of the coverage of Glasses.

b.- The Replacement Value of the damaged property.

D.- Excluded property and risks that cannot be covered.

- **Damages to glasses whose thickness is less than 4 mm.**
- **Damages to glasses due to scratches or other superficial defects.**

Section VI.- Electronic devices and appliances

A.- Coverage

In case of contracting this coverage, the electronic devices and/or appliances commonly used in a household to perform and expedite house chores including, but not limited to, satellite dishes, refrigerator, microwave oven; audio and video players, projectors, voltage regulators, vacuum cleaners, blenders, cloth irons, washing machines, as well as equipment whose electronic value exceeds 50% of the total value of the equipment shall be covered. It is indispensable for the electronic devices and/or appliances to require electricity for their operation and to be located within the insured Building. The devices and appliances shall be covered for damages due to implosion, fire extinguishing, smoke, soot, gases, corrosive fluids or dusts, action of water or humidity that does not come from atmospheric conditions common in the region, short circuit, electric arc, disturbances due to magnetic fields, surges caused by rays, insulation overheating, defective materials, flawed designs or installations, handling errors, neglect, negligence and lack of skills.

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B.- Indemnities

The indemnity shall be the amount of the damages and shall be made on the basis of First Risk.

C.- Maximum liability

The maximum indemnity that the Company shall make for the property covered in this section shall be the lesser of the following values:

- 1.- The sum insured contracted for this section.
- 2.- The Replacement Value for devices with up to 5 years of having been manufactured.
- 3.- The Real Value for devices with more than 5 years of having been manufactured.

The Maximum Liability of the Company is specified in the Summary of Coverage of the policy.

D.- Particular exclusions for Section VI

- **Damages covered in the sections Building, Contents, Earthquake and/or Volcanic Eruption.**
- **Civil Liability toward third parties in their property or themselves due to losses or damages caused by the Insured property.**
- **Flaws or defects existing prior to this insurance coming into effect.**
- **Losses or damages directly caused by the prolonged operation or gradual deterioration due to atmospheric or environmental conditions prevailing in the property, such as wear, erosion, corrosion, incrustation, cracks, cavitation and/or boring.**
- **Expenses incurred aimed at correcting capacity or operation flaws, as well as any expense incurred for the maintenance conducted by third parties through a contract. Maintenance is understood as one that obliges a third party to periodically inspect and replace worn or defective parts.**
- **Damages for which the manufacturer or provider of the Insured property is liable legally or contractually.**
- **Losses or damages to leased equipment, when the liability lies on the lessor, either legally or under a lease and/or maintenance contract.**
- **Any type of consequential loss due to electronic devices.**

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- **Damages or losses sustained by the wearable parts of the devices such as bulbs, valves, tubes, fuses, seals, tapes, springs, chains, replaceable tools, engraved rollers, and objects made of glass, porcelain or ceramic. However, they are covered when the damages sustained are caused by a covered risk.**
- **Aesthetic flaws of the electronic devices such as scratches, painted, polished or varnished surfaces. However, the Company agrees to cover the losses or damages mentioned in this subsection should said parts were affected by an indemnifiable loss or damage on the Insured property.**
- **Loss or damages on equipment that operates underground, underwater, in the air, aircrafts or spacecraft.**
- **Damages or losses on drones and/or unmanned aircrafts.**

Section VII.- Mobile and/or Portable Electronic Equipment

A.- Coverage

In case of contracting this coverage, the mobile electronic equipment commonly and personally used belonging to the Insured, his/her spouse and financial dependents shall be covered provided that said equipment is temporarily situated outside the insured location, including but not limited to cellular phones, tablets, iPads, iPods, audio and video players, headphones, photography cameras, video cameras, radios, communication devices, mobile computer (laptop), as well as mobile equipment whose electronic value exceeds 50% of the total value of the equipment. The equipment shall be covered for theft with violence and/or assault and for total or partial material damage.

This coverage shall only be effective within the territorial limits of the Mexican Republic.

B.- Indemnities

The indemnity shall be the amount of the damages in excess of the deductible paid by the Insured, and shall be made on the basis of First Risk.

C.- Maximum liability

The maximum indemnity that the Company shall make for the property covered in this section shall be the lesser of the following values:

- 1.- The sum insured contracted for this section.
 - 2.- The Replacement Value for devices with up to 3 years of having been manufactured.
 - 3.- The Real Value for devices with more than 3 years of having been manufacture.
- The Maximum Liability of the Company is specified in the Summary of Coverage of the policy.

D.- Particular exclusions for Section VII

- **Flaws or defects existing prior to this insurance coming into effect.**
- **Expenses incurred aimed at correcting capacity or operation flaws, as well as any expense incurred for the maintenance conducted by third parties through a contract. Maintenance is understood as one that obliges a third party to periodically inspect and replace worn or defective parts.**
- **Damages for which the manufacturer or provider of the Insured property is liable legally or contractually.**
- **Damages or losses arising when the person carrying or safeguarding the covered equipment leaves it unattended, unless it is inside a Building or motor vehicle.**
- **Damages or losses for any cause when the covered property is installed or is transported through an aircraft, air artifact or vessel.**
- **Damages or losses on drones and/or unmanned aircrafts.**
- **Damages on equipment located abroad.**

E.- Information necessary to file a claim

1.- For material damage:

- Claim letter addressed to the Company.
- Repair budget.
- Purchase invoice and/or receipt and/or use manual and/or package and/or warranty of the equipment and/or cellular phone contract and/or bank account statement that proves the acquisition of the property.

2.- For theft with violence and/or assault

- Claim letter addressed to the Company.
- Copy of the report filed before the public prosecutor.
- Purchase invoice and/or receipt and/or use manual and/or package and/or warranty of the equipment and/or cellular phone contract and/or bank account statement that proves the acquisition of the property.

Section VIII.- Theft with violence and/or Assault

A.- Coverage

In case of contracting any of the subsections that form this section, the property specified below shall be covered against losses or material damages resulting from Theft with violence and/or Assault:

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Subsection a) Household items:

The contents and/or household items as stipulated in the chapter of definitions.

Subsection b) Valuable jewelry and objects:

Artistic items, jewelry, gold and silver items and any type of collections, watches, leathers, as well as items that are difficult or impossible to replace.

Subsection c) Cash and securities:

Cash, either as coins or banknotes, securities and other negotiable and non-negotiable documents belonging to the Insured and that are located inside the building.

Subsection d) Theft of objects in transit:

It covers the theft of portable items for personal use belonging to the Insured, his/her spouse, and financial dependents; said items shall be temporarily outside the insured property and they specifically include the following: clothes and clothing accessories, handbags, purses, binoculars, watches, jewelry in general, pens, automatic pencils, bicycles, sports gear and orthopedic equipment, for the following risks:

- 1.- Theft with violence and/or assault; it covers the losses or damages on the Insured property caused by theft or attempted theft or assault, being understood as those perpetrated on the insured person or persons by using force or violence, either physical or psychological, provided that said property is in their possession.
- 2.- Physical disability of the Insured parties; it covers the losses, damages or theft of the insured property directly attributable to the physical disability of the Insured parties caused by sudden disease or by accident that leads to loss of consciousness, injuries or death.

B.- Indemnities

The indemnity shall be the amount of the damages in excess of the deductible paid by the Insured.

For subsection a), the maximum liability limit of the Company shall be the contracted sum insured. For subsection b), the maximum liability limit of the Company per item and/or set shall be 10% of the total contracted sum insured without exceeding 500 UMU (Unit of Measure and Update). For subsection c), the maximum liability limit of the Company shall be the contracted sum insured. For subsection d), the maximum liability limit per item and/or set shall be up to 250 UMU (Unit of Measure and Update).

C.- Additional sub-limits

- 1.- Theft of outdoor goods:

The theft with violence and/or assault of outdoor goods is automatically covered, which given their own nature, in accordance with the definition, are located in patios, garages, rooftops and gardens up to an amount of 10% of the total sum insured contracted for subsection a).

The maximum liability of the Company per stolen set and/or item shall be up to 60 UMU (Unit of Measure and Update) per event and in the annual aggregate.

This sublimit does not increase the maximum liability of the Company for the coverage of Theft of household items.

D.- Maximum liability

The maximum indemnity that the Company shall make for the property covered in the section Theft with Violence shall be the lesser of the following values:

- 1.- The sum insured contracted for each one of the subsections included in the section - Theft with Violence and/or Assault.
- 2.- The Replacement Value of the property.
- 3.- The maximum indemnity limit per set and/or item specified in each subsection.

E. Excluded property but that can be covered through an express agreement for subsection b)

The following shall only be covered by means of an express agreement that shall be included in the legends of the policy:

- **Art goods or works whose value per piece or set is higher than 500 UMU. (Unit of Measure and Update)**

F.- Excluded property but that can be covered through an express agreement for section d)

The following shall only be covered by means of an express agreement that shall be included in the legends of the policy:

- **Goods whose value per piece or set is higher than 250 UMU (Unit of Measure and Update)**

G.- Particular exclusions for Section VIII.

1.- Theft committed by any of the following individuals:

- **Those for which the Insured were civilly liable.**
- **The Beneficiaries or successors of the Insured.**
- **The employees of the Insured.**
- **The attorneys-in-fact of any of the aforementioned individuals.**

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2.- In case of abduction, the loss or damage of the insured property given as ransom shall not be covered:

- **Theft without violence, breach of trust, and loss.**

3.- Gold and silver ingots, precious stones that are not mounted.

4.- The losses or damages on property situated outside the insured location except for subsection d) shall not be covered.

5.- Losses directly caused by looting performed during or after an incident due to fire, earthquake, or a hydro-meteorological phenomenon.

6.- Theft of property not belonging to the Insured.

7.- Arms, credit cards, golf carts, motorcycles, jet skis, aircrafts, unmanned aircrafts (drones), and in general any type of vehicles that may or may not need plate or permit to be used.

8.- Theft to unoccupied and/or abandoned properties.

9.- Theft of mobile electronic devices, photography or video devices that are situated outside the insured location.

F.- Territorial limit

This Policy shall only be effective for losses and/or damages occurred and expenses incurred within the territorial limits of Mexico.

G.- Information necessary to file a claim

For subsection a) Theft of household items:

1.- For goods whose value per piece or set is lower than 250 UMU (Unit of Measure and Update).

I.- Claim letter addressed to the Company.

II.- Copy of the report filed before the public prosecutor.

III. Invoices and/or appraisal issued no more than 3 years ago and/or receipts and/or account statements and/ or use or operation manuals and/or repair budget and/or packages and/or legible pictures and/or video and/or purchase receipt and/or preexistence letter.

2.- For goods whose value per piece or set is higher than 250 UMU (Unit of Measure and Update) and up to 750 UMU (Unit of Measure and Update).

I.- Claim letter addressed to the Company.

II.- Copy of the report filed before the public prosecutor.

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III. Invoices and/or appraisal issued no more than 3 years ago and/or receipts and/or account statements and/ or use or operation manuals and/or repair budget and/or packages and/or legible pictures and/or video and/or purchase receipt.

3.- For goods whose value per piece or set is higher than 750 UMU (Unit of Measure and Update):

I.- Claim letter addressed to the Company.

II.- Copy of the report filed before the public prosecutor.

III. Invoice and/or appraisal issued no more than 3 years ago and/or purchase receipt, authenticity certificate, maintenance receipt, original package and/or bank account statement.

For subsection b) Valuable jewelry or objects:

If the incident warrants indemnity, the Insured shall produce the following documents:

I.- Claim letter addressed to the Company.

II.- Copy of the report filed before the public prosecutor.

III. Invoice and/or appraisal issued no more than 3 years ago and/or receipts and/or account statements and/ or use or operation manuals and/or maintenance manuals and/or repair budget and/or purchase receipt.

For all of those goods for which the Insured fails to comply with the requirements stipulated in point III of this subsection, the maximum indemnity amount per piece and/or set shall be 150 UMU (Unit of Measure and Update).

For subsection c) Cash and securities:

I.- Claim letter addressed to the Company.

II.- Copy of the report filed before the public prosecutor.

III. Account statements and/or receipts of savings banks and/or legible cash withdrawal receipts for withdrawals made at the teller window and/or via ATM and/or payroll receipts.

For subsection d) Objects in transit:

1.- For goods whose value per piece or set is lower than 100 UMU (Unit of Measure and Update): I.- Claim letter addressed to the Company.

II.- Copy of the report filed before the public prosecutor.

III. Invoices and/or appraisal issued no more than 3 years ago and/or receipts and/or account statements and/ or use or operation manuals and/or repair budget and/or packages and/or legible pictures and/or video and/ or purchase receipt.

2.- For goods whose value per piece or set is higher than 100 UMU (Unit of Measure and Update): I.- Claim letter addressed to the Company.

II.- Copy of the report filed before the public prosecutor.

III. Invoices and/or appraisal issued no more than 3 years ago and/or receipts and/or account statements and/ or use or operation manuals and/or repair budget and/or packages.

Section IX.- Private and Family Civil Liability

A.- Family Civil Liability

The Company shall pay for the expenses incurred by the Insured for damages and consequential moral

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damages that he/she may cause to third parties and for which he/she is liable in accordance with the applicable legislation with respect to civil liability in effect in Mexico, for non-fraudulent acts or omissions occurred during the term of this Policy.

Hence, the Legal Civil Liability incurred by the Insured for damages on the well-being or property of third parties as a result of the private and family activities shall be covered in any of the following cases:

- a.- As owner of one or more dwellings (including those occupied during weekends or vacations), their garages, gardens, swimming pools, antennas, security installations, and other belongings or accessories.
- b.- As joint owner of an apartment or house. (including those inhabited during weekends or vacations).

In this case, the Legal Civil Liability of the Insured shall also be covered for damages caused to the common areas of the condominium where the Insured lives; however, a percentage equivalent to the fee of the Insured as owner of said common areas shall be deducted from the indemnity that shall be paid by the Company.

In any of the previous cases, the Legal Civil Liability of the Insured shall be covered:

- a.- As head of a household.
- b.- For damages caused to third parties as a result of a fire or explosion in the dwelling.
- c.- For damages caused to third parties as a result of an accidental and unforeseen water spillage. d.- For practicing sports as an amateur.
- e.- For the use of bicycles, roller skates, pedal or paddle vessels and non-motor vehicles.
- f.- For the ownership or the use of any bladed weapon, air or firearms for hunting or target shooting, when it is legally authorized.
- g.- As owner of domestic, hunting, and guardian animals. h.- During study or leisure trips.

1.- Territorial limit

This coverage shall only be effective within the territorial limits of Mexico; however, the coverage is extended to cover the Insured when he/she is on a study or leisure trip beyond the Mexican territorial limits.

2.- Scope of the coverage

The obligation of the Company includes:

- a.- The payment of the damages and consequential moral damage for which the Insured may be liable in accordance with what is set forth in this section.
- b.- The payment of the Insured's defense expenses under the conditions of this section. This coverage includes, among others:
- c.- The payment of the amount of the premiums for judicial sureties that the Insured shall grant as guarantee of the payment of the sum claimed by way of the civil liability covered by this Policy. Hence, **the premiums for sureties that shall be granted as bail for the Insured to be released on bail during a criminal- law procedure shall not be deemed as part of the obligations assumed by the Company under this Policy.**

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d.- The payment of the legal expenses, costs, and interests that the Insured shall pay for the executed court or arbitration order.

e.- The payment of the expenses incurred by the Insured by reason of the processing and settlement of the claims.

3.- Maximum liability

The maximum liability of the Company, excluding the Insured's defense expenses, shall be equal to the sum insured contracted for this section, for all the incidents that may occur during the term of this Policy.

In addition, the maximum liability of the Company for the Insured's defense expenses shall be 50% of the sum insured contracted for this section.

The Maximum Liability of the Company is specified in the Summary of Coverage of the policy.

The occurrence of several damages during the term of this Policy arising from the same cause shall be deemed as a single incident that in turn shall be deemed as realized at the moment when the first damage of the series is produced.

4.- Insured Persons

The person whose name and domicile are indicated in this Policy is deemed as Insured with respect to his/her Legal Civil Liability for:

a.- His/her own acts.

b.- Acts of the children, subject to the paternal authority of the Insured, for which the latter shall be liable before third parties.

c.- Acts of disabled persons subject to the guardianship of the Insured, for which the latter shall be liable before third parties.

d.- Acts of domestic workers as a result of the work performed for the Insured, for which the latter shall be liable before third parties.

Likewise, the coverage is extended to cover the Legal Civil Liability of the following persons: a.- The spouse of the Insured.

b.- The children, pupils, and disabled persons subject to the guardianship of the Insured.

c.- The parents of the Insured or that of his/her spouse, only if they permanently lived with the Insured and are financial dependents.

d.- The children of full age who, being single, still live permanently with the Insured and are financial dependents.

e.- The domestic workers of the Insured whilst performing their duties, as well as those persons who conduct maintenance activities in the property of the Insured.

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The aforementioned persons under no circumstances shall be deemed as third parties for the purposes of this Policy.

5.- Beneficiaries of the Insurance

This insurance contract grants the right to indemnity directly to the third party damaged, who shall be considered its Beneficiary from the moment the incident occurs.

B.- Lessee's Civil Liability, additional coverage

In case of contracting this coverage, the Company shall cover the civil liability resulting from damages to the property that the Insured occupies as dwelling place, whose domicile is specified in the cover of this Policy, under a lease contract, provided that those damages arise from a fire and/or explosion and for which the Insured is civilly liable.

1.- Scope of the coverage

The obligation of the Company includes:

a.- The payment of the damages for which the Insured is liable in accordance with what is set forth in this section. b.- The payment of the Insured's defense expenses under the conditions of this section.

This coverage includes, among others:

- The payment of the amount of the premiums for judicial sureties that the Insured shall grant as guarantee of the payment of the sum claimed by way of the civil liability covered by this Policy. Hence, **the premiums for sureties that shall be granted as bail for the Insured to be released on bail during a criminal-law procedure shall not be deemed as part of the obligations assumed by the Company under this Policy.**
- The payment of the legal expenses, costs, and interests that the Insured shall pay for the executed court or arbitration order.
- The payment of the expenses incurred by the Insured by reason of the processing and settlement of the claims.

2.- Maximum liability

The maximum liability of the Company, excluding the Insured's defense expenses, shall be equal to the sum insured contracted for this section, for all the incidents that may occur during the term of this Policy.

In addition, the maximum liability of the Company for the Insured's defense expenses shall be 50% of the sum insured contracted for this section.

The Maximum Liability of the Company is specified in the Summary of Coverage of the policy.

The occurrence of several damages during the term of this Policy arising from the same cause shall be deemed as a single incident that in turn shall be deemed as realized at the time when the first damage of the series is produced.

3.- Insured Persons

The person whose name and domicile are indicated in this Policy is deemed as Insured with respect to his/her Legal Civil Liability for:

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a.- His/her own acts.

b.- Acts of the children, subject to the paternal authority of the Insured, for which the latter shall be liable before third parties.

c.- Acts of disabled persons subject to the guardianship of the Insured, for which the latter shall be liable before third parties.

d.- Acts of domestic workers as a result of the work performed for the Insured, for which the latter shall be liable before third parties.

Likewise, the coverage is extended to cover the Legal Civil Liability of the following individuals: a.- The spouse of the Insured.

b.- The children, pupils, and disabled persons subject to the guardianship of the Insured.

c.- The parents of the Insured or that of his/her spouse, only if they permanently lived with the Insured and are financial dependents.

d.- The children of full age who, being single, still live permanently with the Insured and are financial dependents.

e.- The domestic workers of the Insured whilst performing their duties, as well as those persons who conduct maintenance activities in the property of the Insured.

The aforementioned individuals under no circumstances shall be deemed as third parties for the purposes of this Policy.

4.- Beneficiaries of the Insurance

This insurance contract grants the right to indemnity directly to the third party damaged, who shall be considered its Beneficiary from the moment the incident occurs.

C.- Additional sub-limits

1.- Civil Liability for damages to the property of third parties without substantiation through judicial channels

The civil liability incurred by the Insured for damages to the property of third parties shall be covered without having to substantiate the admissibility of the civil liability through judicial channels up to the sum insured of 30 UMU (Unit of Measure and Update) per event and in the annual aggregate.

2.- Domestic workers' Civil Liability

The liability of the Insured, in his/her capacity of employer shall be covered when he/she shall indemnify one of his/her domestic workers or employees, provided that said indemnity results from having suffered a covered work accident for which the domestic worker or employee incurred a medical expense as consequence of the injuries sustained.

This sublimit shall come into effect from the moment in which the Insured becomes aware of the covered work accident of his/her domestic employee and, in turn, the domestic employee requests the Insured to reimburse the medical expenses incurred as a result of the covered work accident.

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For purposes of this sublimit, a covered work accident shall be understood as any incident provoked by an external, sudden, fortuitous and violent cause that produces physical injuries to the Domestic Personnel of the Insured and, consequently, the first medical expense is made within the first 10 days following the date on which the incident occurred.

Any bodily injury or damage willfully provoked by the Domestic Personnel of the Insured shall not be deemed as accident.

2.1.- Covered Medical Expenses

The following expenses are covered under this sublimit:

- The cost of the physician's fees due to surgical interventions and the surgeon's assistant 's fees; the surgeon shall be legally authorized to practice.
- The cost of medications, application of substances and tests for diagnoses that is indispensable for the treatment of the Domestic Personnel of the Insured provided that there is a medical prescription along with the respective written prescription.
- The cost for the use of the operating room, recovery room, and Intensive Care Unit.
- The cost of medications, application of substances and tests for diagnoses that are indispensable for the treatment of the Domestic Personnel of the Insured.
- The cost of the treatment with radioactive physical therapy and physical therapy administered to the Domestic Personnel of the Insured during their hospitalization, prescribed by and the attending physician.
- The cost of orthopedic equipment and prosthetics, when they are not replacements.
- The cost of hospitalization represented by the use of a standard room, as well as the food consumed by the Domestic Personnel of the Insured.
- The cost for using a ground ambulance.
- The cost of a nurse with a maximum limit of three shifts per day, during the hospitalization period. Outside the hospital, the cost per nurse shall be limited to three shifts per day with a maximum of 30 days for each event.
- The contracting of the nurse shall be prescribed by a legally authorized physician.
- The cost for an extra bed for the person accompanying the Domestic Personnel of the Insured during his/ her hospitalization.
- In any case, the cost for medical services shall be reasonable and customary to the costs of the place where said services are provided.

2.2.- Maximum liability

The maximum liability of the Company shall be the lesser of the following values:

1.- A limit of 500 UMU (Unit of Measure and Update) per event and per employee, in the annual aggregate of 2500 UMU (Unit of Measure and Update).

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2.- Real expenses incurred by the Insured for the risks covered herein.

The liability of the Company concludes on the date in which the Domestic Personnel of the Insured is discharged from the injuries sustained; hence, the expenses incurred by the Domestic Personnel of the Insured after the date of the discharge or up to the exhaustion of the sum insured shall not be covered.

The covered expenses shall be reimbursed for a maximum period of 365 days counted from the date of the accident that gave rise to the claim.

2.3.- Period of Benefit

The reimbursement of medical expenses for each accident covered shall be made until reaching the maximum limit per event with a maximum period of 365 days counted from the date of the accident that gave rise to the claim.

2.4.- Territoriality

The Company shall reimburse the medical expenses for accidents covered, provided that said expenses are made within the Mexican Republic.

2.5.- Eligibility requirements

In order to be eligible, the Domestic Personnel is the salaried worker who does domestic work. Sometimes, he/she lives at the Insured's house and is called "live-in employee"; some other times he/she is hired by workday or by hours, and is often called "non- live-in employee".

The minimum age of acceptance is 18 years and the maximum age is up to 60 years old at the moment of contracting.

2.6 Particular exclusions for the Domestic Workers' Civil Liability.

It is understood and agreed that this insurance in no case shall cover or shall refer to:

- **The expenses incurred by the persons accompanying the Domestic Personnel of the Insured during his/her hospitalization shall not be covered.**
- **The demise of domestic employees shall not be covered.**

- **The medical expenses due to an accident suffered by the domestic personnel shall not be covered when said accident occurred outside work.**

- **Pre-existing or non-pre-existing diseases and/or ailments.**

- **Total or partial disability.**

- **Other types of claims against the Insured that are not the result of the reimbursement of medical expenses due to a work accident covered for domestic personnel.**

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E.- Particular exclusions for Section IX

The liabilities arising from the following shall not be covered:

- **Breach of contracts or agreements.**
- **Replacement benefits for breach of contracts or agreements.**
- **The use, ownership, and possession of vessels, aircrafts, and land motor vehicles, unless the latter are destined to be exclusively used within the property of the Insured and do not require a license plate to be used in public places.**
- **Damages sustained by the spouse, parents, children, siblings, brothers- and sisters in- law, or other relatives of the Insured who permanently live with him/her.**
- **He participation in any type of bets, races, contests or sport competitions or their preparatory test events.**
- **Damages resulting from the operation of an industry or business, the practice of a paid trade, profession or service, or any type of post or activity, even if they are honorary.**
- **The enforcement of the Federal Labor Law, the Social Insurance Law or other complementary provision of said laws.**
- **Damages caused by inconsistency, subsidence, or settlement of the ground or underground.**
- **The Insured's Defense Expenses.**

Section X.- Boilers and/or pressure equipment

A. Insurance Coverage

This coverage extends to cover damage to Insured goods that are common to common to houses, such as: swimming pool heating systems, pumps and pressurized devices, steam generators, water heaters, against damage caused by:

The sudden and violent rupture of any part of the boiler or container, caused by steam pressure, water or any other liquid in them.

The sudden and violent explosion of gas coming from the non-burnt fuel in the boiler furnace or container or gas ducts that go from the furnace until its discharge is the chimney, and if the fuel used is the one recommended by the manufacturer.

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The sudden and violent distortion on of any part of the furnace or container caused by pressure or void of water, steam or any other liquid in it, and that immediately prevents using it or makes it unsafe to use.

Cracking of any part of iron, copper, brass or any other molten material in low-pressure boilers (up to 1.05 kg/cm² in steam and 2.10 kg/cm² in water), if and when such cracking allows the contained liquid to leak.

Burning due to insufficient water, steam or any other liquid in the boiler or container and that immediately prevents its use or makes it unsafe to use.

Boilers, pressurized containers and pipelines that are mentioned in the specification, are covered only after they have been installed and after passing the initial tests, and while they are in the piece of land mentioned in the specification, whether they are operating or no, or that have been disassembled, repaired or rebuilt.

B. Indemnities

Indemnity corresponds to the amount of money of the damage that exceeds the deductible paid by the Insured, and will be made on the First Risk basis.

C. Maximum liability

The maximum indemnity that will be made by the Company for the goods covered in this section, will correspond to the smallest of the following values:

1. The insured sum contracted for this section.
2. The Replacement Value for pieces of equipment that are 3 years old, maximum.
3. The Actual Value for the pieces of equipment that are more than 3 years old.

The Maximum Liability of the Company is indicated in the Coverage Summary of the policy.

D.- Unique exclusions for Section X

1.- The Company will not be liable, whatever the cause, for the loss or damage as a consequence of:

- **Intentional acts or gross negligence directly attributable to the Insured or any person who acts on his/her behalf.**
- **Existing defects in the insured pieces of equipment at the beginning of this insurance policy coming into force.**
- **Risks covered in Sections I, II and III.**
- **Explosion outside the boilers or pressurized containers.**
- **Natural events, such as: earthquake, earth tremor, volcano eruption, hurricane, cyclone, tempest, winds, frost, hailstorm, flooding, water overflow and rising water level, mud slide, subsidence and land or rock slides.**

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- **Rupture, wear or gradual deterioration due to use or cavitation, erosion, corrosion, rust or encrustation.**
- **Leaks or gradual deformities, evolution of blisters or other imperfections on the material with which the Insured pieces of equipment are manufactured; however, the Company will be responsible for losses or damages that are consequence of the realization of the risks described in the cover of this insurance, even if they have their origin in such deformities or imperfections of the material.**
- **Structural or design changes, extensions, reductions, changes in operational auxiliary pieces of equipment or in use of fuel different from the one consigned in the equipment specification, unless the Insured has notified it to the Company, in a written form, ten days in advance, and the Company has expressed their consent about it, also in a written form.**
- **Provisional repairs done to pieces of equipment except those that are part of the definite repair.**
- **Regularly subject the pieces of equipment to a pressure higher than the maximum authorized in its specification or subject them to any type of tests that does not agree with its normal operation.**
- **Falling down of chimneys that are not supported directly by the structure of the boilers.**
- **Electromechanical faults in insured pieces of equipment that are damaged because of normal operation or because of strange influences.**

2.- Losses that result from:

a.- Lack of motive power, electricity, heat, steam or refrigeration.

b.- Claims due to losses or damages suffered by third parties.

c.- Any other consequence of the risk taken.

d.- Legal or contract responsibilities attributable to the manufacturer or salesperson of insured goods.

3. The Company will neither be responsible for:

- **Additional expenses or extraordinary expenses paid by the Insured.**

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- **Escape of, or damage to, contents.**
- **Defects of joints, gaskets, stuffing box, connections or valves, safety discs, rupture diaphragms and fuses.**
- **Fissure or crack of boilers, containers or pipelines, except for those included in the coverage.**
- **Damage to coatings that are not caused by the risks covered in this insurance.**
- **Spill or leak of contents of boilers or containers in other properties of the Insured or third parties.**

4.- Pieces of equipment and parts that are not insurable

a.- Chimneys that are not directly supported by the structure of boilers.

b.- Safety discs, rupture diaphragms, fuses and joints.

c.- Induced or forced draft fans that are not part of the boiler structure body.

d.- Pumps that feed water or fuel, and any other piece of equipment not found on the structure of the insured piece of equipment.

e.- Non-metallic containers or pieces of equipment.

f.- Compressors (reciprocating or alternative, rotary or centrifugal).

Section XI.- Breakage of Machinery

A. Coverage

This coverage is extended to cover damages to Insured goods that are common to houses, such as: elevators, automobile elevators, electric doors, escalators, elevators for handicap people, electrical generators and Transformers, AC systems, irrigation systems (excluding pumps) against damage caused by:

Lack of skills, oversight or sabotage of the personnel of the Insured or third parties, the direct action of electricity as a result of short circuits, electric arcs, insulation faults, as well as transitory overvoltage due to electrical disruptions, whether because of natural or artificial causes, design errors, defects in the manufacturing of the machinery, cast iron defects and use of faulty materials, labor defects and incorrect mounting, rupture due to centrifugal force, foreign bodies that are introduced in the Insured goods.

B. Indemnities

Indemnity will correspond to the amount of money of the damages that exceed the deductible amount that is paid by the Insured, and will be made according to the First Risk basis.

C. Maximum responsibility

The maximum indemnity that will be made by the Company, for goods covered in this section, will correspond to the smallest of the following values:

1. The insured sum contracted for this section.
2. Replenishment value for pieces of equipment that are up to 3 years old.
3. Actual value for pieces of equipment that are more than 3 years old.

The Company maximum responsibility is included in the Policy Coverage Summary.

D. Unique exclusions for Section XI

1. The Company will not be responsible, whatever the cause, for losses or damage as a consequence of:

- **Intentional acts or gross negligence directly attributable to the Insured or to any person acting on his/her behalf.**
- **Existing defects in the Insured pieces of equipment at the beginning of this insurance policy coming into effect.**
- **Risks covered in Sections I, II and III.**
- **Natural events, such as: earthquake, earth tremor, volcano eruption, hurricane, cyclone, tempest, winds, frost, hailstorm, flooding, water overflow and rising water level, mud slide, subsidence and land or rock slides.**
- **When the Insured goods are not in good operating conditions, and that the manufacturers' instructions about their installation, operation and maintenance are not followed.**
- **The Insured goods are overloaded normally or intentionally.**
- **The Insured goods are used for tasks that were not designed or built.**
- **Not complying with applicable legal regulations.**

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2. Company will neither respond for:

- Gradual wear or deterioration as a consequence of the use or the operation, such as cavitation, erosion, rust or incrustation.
- Losses or damages of which the manufacturer or salesperson of the Insured goods or the maintenance service supplier different from the Insured, were legal or contractual responsible for them.
- Existing damages at the beginning of the Insurance policy.
- Damages produced by the installation of spare parts or the use of operating means different from those specified by the manufacturer of the insured machinery.
- Aesthetic defects such as scrapes, polished, painted or varnished surface scratches and capacity or performance deficiencies.
- Consequential losses.

3. Non-insurable parts

This insurance policy does not cover the following parts:

- Fuels, lubricants, cooling media, catalysts and other operating means, except the oil used in transformers and electrical switches and the mercury used in the current rectifiers.
- All types of transmission bands, chains and steel cables, conveyor belts, matrices, swages, molds, dies, parent dies, stamping rolls, rubber tires, mobile equipment springs, changeable and cutting tools, blades, fuses, felts, fabrics, sieves, foundations, refractory, glazed or porcelain coating, as well as all type of glass or enamel, except for the porcelains used in electric insulators.

Section XII. Pets

A. Coverage

This insurance coverage is extended to cover the following risks for dogs and cats, property of the Insured, of his/her spouse or his/her economic dependents while those pets live in the domicile of the Insured.

1. The death of the pet due to an accident, understanding it as an act that is sudden, random, unexpected and external to its body, that produces its death.

2. Expenses for sacrificing and/or disposing of the body of the respective pet, understanding them as the expenses incurred due to the need of a humanitarian sacrifice of the animal, if and when a veterinarian certifies the circumstances under which the caused and/or induced death to the animal has the sole purpose of ending the suffering and/or irreversible disability of the pet.

3. Expenses due to an accident. These will be the expenses for care, including medical and veterinarian fees, hospitalization, surgeries, tests and transfers to more complex clinics.

B. Indemnities

The indemnity will correspond to the amount of money paid for the claim presented by the Insured, without exceeding the insured sum contracted for this insurance cover.

C. Maximum responsibility

The maximum indemnity that the Company will pay, for the animals that are covered in this section, will correspond to the smallest of the following values:

1. A limit of 70 UMA (Unit of Measure and Update) per event and per pet, in the annual addition of 140 UMA (Unit of Measure and Update).
2. Actual expenses incurred by the Insured due to risks that are covered herein.

The Maximum Responsibility of the Company is included in the Policy Coverage Summary.

D. Territorial Limit

This Policy will be put into force if there is accidental death of the pet within the territorial limits of the United States of Mexico.

E. Necessary information to present a claim

- I. Company claim letter.
- II. Veterinarian certificate, indicating:
 - III. Pet's name
 - IV. Breed
 - V. Gender
 - VI. Age
 - VII. Exact cause of death, or in its case,
 - VIII. Veterinarian's complete name
 - IX. Professional ID number, and
 - X. Clinic where the pet was taken care of

(Pre-existence letter are not accepted for this insurance age).

F. Unique exclusions for this Section XII

The following events will never be covered:

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- **Natural death.**
- **Death of the pet due to being poisoned, despite the cause.**
- **Pets with physical defects or illness, except if the Company is fully aware of this and expressly accepts to grant this coverage.**
- **Violent robbery and/or holdup.**
- **Loss.**
- **Expenses incurred by the Insured to prevent or maintain the health of their pet (vaccinations, dental treatments, haircuts, lab tests, exploratory tests, X-rays, consultations, cosmetic surgeries.**
- **Embryos.**
- **Animals that have illegally entered the country.**
- **Injured pets or that have died for participating in confrontations, competitions, challenges and/or fights of any type.**
- **Liability for owning pets.**

Section XIII. Accidental death of an Insurable Family Member

A. Coverage

The Company will pay the current Insured Sum of this coverage to the assigned beneficiaries, if the Policy Holder, Spouse or economic dependent son/daughter of the Insurable Family dies as a consequence of a covered accident.

A covered accident is understood as that event caused by an external, sudden, random and violent cause that produces the death of the Insured, Spouse or economic dependent son/daughter of the Insurable Family within the first 90 days after the date in which the event occurred.

A body injury or damage intentionally caused by the Insured himself, Spouse or economic dependent son/daughter of the Insurable Family is not considered an accident.

B. Indemnities

Beneficiaries:

The Insured has the right to freely assign or change the beneficiaries, if and when there is no legal restriction. The insured will notify the Company, in a written way, the name of the new beneficiary/beneficiaries. The

Company will pay the last beneficiary they know about in a written form and will be released from any obligations stated in this Contract.

If among the beneficiaries, one dies, the corresponding part will be distributed in equal parts, unless otherwise stated by the Insured.

When the Insured does not have assigned beneficiaries, the Insurance will be paid to the heirs of the Insured. The same rule applies, unless it is otherwise stated, in case the Beneficiary and the Insured die simultaneously or when the assigned Beneficiary dies before the Insured.

The Insured must assign beneficiaries in a clear and precise way, to avoid any uncertainty about the matter. The assignment of a beneficiary confers the person receiving it, a right common to the credit derived from the Insurance, so, the assignments are inefficient for a person to collect the benefits derived from this Contract and for this person to give them to others.

Warning about the assignment of beneficiaries:

The Insured, in case he/she wishes to appoint minors as Beneficiaries, should not appoint an adult as representative of the minors, so that, in his/her representation, the beneficiary collects the indemnity.

This is because civil legislations prevent the form in which tutors, executors, representatives of heirs or other similar positions, and do not consider the Insurance Contract as the appropriate instrument for such assignments.

The appointment of an adult as representative of minor Beneficiaries, while they are minors, could legally imply that an adult Beneficiary is being assigned, who, in any case, would only have one moral obligation since the appointment of the Beneficiary in an Insurance Contract grants the unconditioned right of receiving the Insured Sum due to death.

C. Maximum Responsibility

The maximum responsibility of the Company will be equal to the insured sum contracted for this coverage.

D. Territoriality

This insurance coverage will only take effect within the territory limits of the United States of Mexico.

E. Eligibility Requisites

The acceptance age is established:

Policyholder and/or Spouse: The minimum acceptance age is 18 years old and the maximum age is 60 at the time of the contract being signed.

Dependents: The minimum acceptance age is 6 months and the maximum age is 23 years and 364 days.

F. Unique Exclusions

Pre-existing condition and/or illness. The Company will be able to reject a claim because of a pre-existing condition and/or illness, when:

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- It has already existed previous to the contract taking effect, declaring the existence of such condition and/or illness, or that it is proven through a medical record, where there is a diagnosis made by a legally authorized physician, or rather, through lab tests or any other known diagnosis means.
- When the Company has documented tests that the Insured has incurred in expenses to receive a diagnosis due to whichever illness or condition we are talking about, it can request from the Insured the results of the corresponding diagnosis, or in its case; the medical or clinical record to solve the origin of the claim.
- Accidents that do not correspond to the covered accidents specified in the description of the Insurance coverage.
- Injuries caused by a fight when the Insured has provoked it.
- Injuries suffered by the Insured when participating in strikes or popular disturbances.
- Injuries originated because of the intentional participation of the Insured in criminal acts.
- Injuries suffered by the Insured as a consequence of participating in his/her military service or of participating in acts of war, insurrection, revolution or rebellion.
- Poisoning from any origin and/or nature, except when it is proven it was accidental.
- Infections, except those that result from an accidental injury.
- Medical treatment of the Insured due to conditions resulting from atomic and nuclear radiations or derived from these, whether by accident or not.
- Self-inflicted injuries, even when they happen during a stage of mental disorder.
- Injuries suffered by the Insured when participating in safety, resistance or speed tests or competitions, in any type of vehicles.
- Injuries suffered by the Insured when traveling in motorcycles, scooters, other similar motor vehicles, whether as a driver or as a passenger.

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- Injuries suffered by the Insured when practicing mountain climbing, parachuting, sea diving, Mexican-style rodeo riding, martial arts, bull fighting, skiing, aero-sports and other sports of similar danger.
- Injuries suffered by the Insured, when traveling as a Passenger, mechanic or crew member on aircrafts that do not belong to a commercial airline legally authorized to transport passengers regularly.
- Injuries suffered by the Insured as consequence of the professional practice of any sport.
- Cosmetic treatments or surgeries, except for those that are essential as a consequence of a covered accident.
- Medical and/or surgical treatments, whether dental, gingival or alveolar, except those that are essential as a consequence of a covered accident.
- Abortions, with the exception of those that happen as a result of a covered accident.
- Hernias or eventrations, except if they are a consequence of a covered accident.
- Body or mental illness, except those that are consequence of a covered accident. Chiropractor or acupuncture treatments:
 - Treatments originated by behavior or learning disorder, as well as mental disorders, psychic or nervous depression, hysteria, neurosis, psychosis, whichever their clinical manifestations; as well as any psychic, psychiatric or psychological treatment independently of the cause of origin.
- Medical and/or surgical treatments resulting from alcoholism or drug addiction.
- Expenses incurred by caregiver of the Insured during his/her hospitalization, except for the expense of an extra bed for the caregiver.
- The cost of replacing orthopedic and prosthesis devices.
- The cost of services provided by homeopaths and naturists.
- Donations to institutions that provide medical services.

- **Costs that correspond to organ donors, even when the Insured pays for those costs.**

Section XIV. Reimbursement of Funeral Expenses Due to Accident

A. Coverage

The Company binds itself to pay the reimbursement of the funeral expenses for the policyholder, his/her spouse and their economic dependents, if they die within the period that the policy is in force, as a consequence of having an accident.

B. Indemnity

Indemnity will correspond to the amount of money of the claim presented by the Insured without exceeding the insured sum contracted in the policy.

C. Maximum Responsibility

The maximum indemnity that will be paid by the Company for risks covered in this section, will correspond to the insured sum contracted, which will be replicated for each one of the economic dependents of the family of the policy holder (Family Plan).

D. Territoriality

This coverage will come into effect only within the territory limits of the United States of Mexico.

E. Eligibility Requisites

1. Economic dependents:

For the purpose of this policy, it is understood that an economic dependent of the policyholder is the legal spouse and the sons/daughters who are single, who do not have personal work income and that are less than 24 years old.

2. Age:

The limits of admission set by the Company, for policy holders is from 15 to 65 years old, existing the maximum age limit in renewals of 70 years. The ages declared by the members of the insured family should be legally proven, when the Company deems it necessary, which in that moment will document it in the respective certificate and will not be able to demand new age proofs later on.

When it is proven that there was inaccuracy when stating the age of the Insured, the Company will not be able to terminate the contract, unless the actual age when the contract takes effect is outside the limits of admission set by the Company; in this case, the mathematical reserve of the existing contract will be returned to the Insured on the date of its termination.

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F. Unique Exclusions

- **Suicide.**
- **Natural death.**
- **Death due to pre-existing illnesses and/or conditions.**
- **Death because of the participation in acts of war.**
- **Death due to the practice of extreme sports such as, mountain climbing, motorcycling, martial arts, sea diving, Mexican-style rodeo riding, bull fighting, skiing, aero-sports, car racing and other sports of similar danger, whether professional or not.**
- **Death due to poisoning, whatever the origin and/or nature, except when it is proven that it was accidental.**
- **Death in a fight when the Insured has caused it.**
- **Death originated by the intentional participation of the Insured in criminal acts.**
- **Death that is not caused by an accident.**

Deductibles

In case of an incident that calls for indemnity, the deductible amount to consider (if applicable) will be whichever appears in the legends of the policies.

Deductibles and co-insurances for catastrophic coverage

A. Deductible.

In each claim that proceeds according to the conditions of the policy due to material damage to buildings, constructions and/or contents, the deductible amounts stated in the Policy legends will be applied.

Deductibles are shown in percentages and will be applied over the maximum responsibility of the Company; that is, based on the value of the Insured good, and it is applied for each structure or building.

If the insurance covers two or more locations or covers, under any paragraph, two or more buildings, constructions or their content, the Deductible will be applied separately in regard to each insured building or location.

B. Co-insurance.

It is an essential condition that the Insured participates in the loss and support on his own and according to the zone where the Insured goods are located, a percentage of all the indemnifiable loss or damage that occurs to the Insured goods, according to the percentage stated in the Policy legends.

C. Application.

For the coverage of Earthquake and/or Volcano Eruption, the deductible is applied after subtracting the co-insurance stated as participation of the Insured.

For the coverage of Hydro Meteorological Phenomena, the deductible amount will be applied before subtracting the co-insurance established as participation of the Insured.

General Exclusions Applicable to All Sections

The company will never be responsible for losses or damages that are consequence of:

- **Destruction of the goods due to acts of the legally known authority because of his/her roles.**
- **War, invasion, acts of foreign enemies, hostilities or war operations (whether it has been a war declaration or not), civil war, popular disturbances that reveal the character of violent protest, uprising, insurrection, rebellion, revolution, military power, destruction or damages to the goods ordered by any government de jure or de facto or any national, state or municipal authority or events that trigger these situations de jure or de facto.**
- **Expropriation, requisition, seizure, nationalization, confiscation, takeover or detention of the goods by legal authorities based on their roles.**
- **Nuclear reaction, nuclear radiation or radioactive contamination.**
- **Fraud, bad faith or gross negligence of the Insured, his/her economic dependents or of people for which he/she was held responsible or with his/her complicity.**
- **Damage caused by Terrorism and/or sabotage.**

Legal Framework

The following articles belong to the current Insurance Contract Law. Thus, they are applicable for the purpose of these General Conditions.

INSURANCE CONTRACT LAW

Article 25. If the content of the policy or its modifications would not agree with the offer, the insured party will be able to request the corresponding correction within thirty days following the day in which the policy is received. After this period, the stipulations of the policy or its modifications will be considered accepted.

Article 26. The previous article should be inserted verbatim in the policy.

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Article 40. If the premium or the corresponding portion would not have been paid, in cases of payment in installments, within the agreed term, the effects of the contract will automatically cease at noon of the last day of this term. In case the term was not agreed upon, the period of thirty natural days following its expiry date will be applied.

Except if it was otherwise agreed upon, the foreseen term in the previous paragraph will not be applicable to the mandatory insurance to which article 150 B of this Law refers to.

Article 66. As soon as the Insured party or the beneficiary, in its case, has knowledge of the incident and of the right in his/her favor because of the insurance contract, they should let the insurance company know about it.

Except if it is otherwise stated in this law, the insured party or the beneficiary will enjoy a maximum term of five days for the written notification, if the contract does not establish something else.

Article 67. When the Insured party or the beneficiary does not comply with the obligation imposed on them by the previous article, the insurance company will be able to reduce the due benefit to the sum that it would have imported if the notification would have been made on time.

Article 69. The insurance company will have the right to demand from the insured party or beneficiary, all types of information about the events related to the incident and for which they can determine the circumstances of such and its consequences.

Article 71. The credit resulting from the insurance contract will expire thirty days after the date in which the company has received the documents and information that would allow them to know the basis of the claim.

The clause in which it is agreed upon that the credit will not be demanded but only after being acknowledged by the company or being proven in trial, will be null.

Article 81. All the actions derived from an insurance contract will prescribe:

- I. In five years, if it deals with the coverage of death in life insurance.
- II. In two years, in the rest of the cases.

In all cases, the terms will be counted from the date of the event that was the origin.

Article 82. The term of which the previous article refers to will not run in case of omission, false or inaccurate statements about the risk taken, but rather from the day in which the company knew about it; if it deals with the incident happening, from the day in which the stakeholders know about it, who should prove that they did not know about the incident until then.

If it is about third party beneficiaries, also needed would be that they know about the right in their favor.

Article 100. When an insurance policy against the same risk and for the same interest is contracted with several companies, the insured party will have to let each one of the insurance companies know about the existence of the other insurance policies.

The notification should be given in a written form and indicate the name of the insurance company, as well as the sums insured.

Article 111. The insurance company that pays for the indemnity will be subrogated until the amount paid, in all the rights and actions against third parties, that because of the damage suffered will correspond to the insured party.

In the surety insurance, the insurance company will be subrogated, to the limit of the paid indemnity in the rights and actions that the insured party has before the insurance contracting party because of the incident, and in its case, before others who are responsible for it.

The company will be able to free itself from all or part of its obligations, if the subrogation is prevented due to acts or omissions that come from the insured party.

If the damage was indemnified only partially, the insured party and the insurance company will come together to make their rights be valued in the corresponding proportion.

The right to subrogate will not proceed in case the insured party has marital relationship or blood relationship or affinity to the second degree or civil with the person who has caused the damage, or if he/she is liable of such. Article 115. If the insured party violates the obligation of avoiding or diminishing the damage or of preserving the invariability of things, the insurance company will have the right to reduce the indemnity until the value it would rise, if such obligation would have been met. If said the insured party with the intention of fraud violates obligation, he/she will be deprived of his/her rights.

LAW ON PROTECTION AND DEFENSE FOR FINANCIAL SERVICES USERS

Article 50 B. Each Financial Institution should have a Specialized Unit to receive inquiries and claims from Users. This Unit will be subjected to the following:

- I. The Head of the Unit will have faculties to represent and make the Financial Institution comply with the agreements derived from the attention given to the claim;
- II. It will have regional supervisors in each state in which the Financial Institution has branches or offices for customer service;
- III. The Financial Institutions will pay for the expenses derived from its functioning, operation and organization;
- IV. Will receive the inquiry, claim or clarification from the User by any means that will make its reception easy, included the reception in branches or customer service offices and will answer in a written form within a term that does not exceed thirty working days, counting from the date of their reception, and
- V. The Head of the Specialized Unit should present, within 10 working days following the quarter-end closing, a report to the National Commission of all the inquiries, claims and clarifications received and taken care of by the Financial Institution in the terms established by the National Commission through the general provision issued for that.

The presentation of claims before the Specialized Unit will suspend the limitation period of the actions it could give way.

The Financial Institutions should report, through notifications placed on visible places in all the branches, the location, Schedule and names of person/s responsible for the Specialized Unit. The Users will be able, at

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their convenience, to present their inquiry or claim before the Specialized Unit of the Financial Institution it is about or before the National Commission.

The National Commission will supervise the Specialized Units.

Article 65. The claims should be presented within the two-year term counted from the presentation of the act that originated them, from the denial of the Financial Institution to meet the requirements of the User, or in case they are claims for non-requested claims, from the moment it knew about it.

The claim could be presented in a written form or by any other means, at the convenience of the User, at the National Commission or at any of the Branches or in the Specialized Unit to which article 50 B refers to of that Law, of the corresponding Financial Institution.

Article 68. The National Commission should deplete the conciliation procedure, according to the following rules:

I. The conciliation procedure will only be carried out in claims for total sums of less than three million investment units, except if they are claims against insurance institutions, in which case the amount should be less than six million investment units.

I B. The National Commission will summon the parties to a conciliation hearing that will take place within the twenty working days counted from the date in which the claim is received.

The conciliation procedure can be carried out by telephone or other adequate means, in which case the National Commission or the parties will be able to request that the acquired commitments to be confirmed in a written way.

II. The Financial Institution, should, through a representative, issue a written report that will be presented in advance or until the conciliation hearing, which the above paragraph refers to, takes place;

III. In the report mentioned in the previous paragraph, the Financial Institution should respond in a reasoned way to all and each one of the acts included in the claim; otherwise, this report will be considered as not presented for all the legal according legal effects;

The financial institution should attach to the report, the documentation, information and all the elements considered pertinent to support it, however, the National Commission can, at all moments, require from the financial institution the submittal of any information, documentation or electromagnetic means that they require because of the claim and report;

IV. The National Commission can suspend in a justified way and only once, the conciliation hearing. In this case, the National Commission will set the date and time for it to take place. It should be held within the next ten working days.

If the report is not presented, this is not a cause to suspend the hearing.

V. The non-presentation of the report will give way for the National Commission to value where the claims of the User come from, based on the elements they have or they have gathered according to Paragraph VI, for the effects of issuing the judgment, referred to in Article 68 B.

VI. The National Commission, as they deemed necessary or upon request from the User, in the corresponding conciliation hearing or within the ten working days prior to it, can require additional information from the Financial Institution, and in its case, postpone the hearing, requiring from the Financial Institution the presentation of the additional report on the new date;

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Likewise, they can agree on the practice of the procedures that will allow them to confirm the facts and acts of the claims.

VII. In the respective hearing, the parties will be asked to reconcile their interests. For this effect, the mediator will give solution proposal and try for the hearing to develop in an orderly and congruent way. If the parts do not reach an agreement, the mediator should consult the Registry of Public Offers of the Arbitration System in Financial Matters, included in this same Law, in order to inform them that the controversy will be solved through arbitration of this National Commission, for which they will be invited to, upon common agreement and voluntarily, to assign the National Commission as the mediator to solve their interests. The parties will decide, that this will take place in a friendly composition and abiding by Law.

In the case they celebrate the corresponding arbitration agreement, if the User chooses to, the respective hearing can be postponed for the sole effect that the User wished to get a legal representative. The corresponding arbitration agreement will be included in the proceedings signed by the parties before the National Commission.

In case the parties do not subject to the arbitration of the National Commission, their rights will be left safe before the competent courts or in the means that proceed.

In case the Financial Institution does not attend the conciliation hearing, a financial penalty will be set and a second hearing will be summoned, which should take place within ten working days; in case they do not attend this hearing, a new fine will be set.

The National Commission will submit to the claimant, against the payment of its cost, a certified copy of the judgment, which Article 68 B refers to, so that it can be validated before the pertinent courts;

The request will be known to the Financial Institution for this to state what is convenient for them according to their right and to submit the elements and proofs they deem convenient within a term that will not exceed ten working days.

If the Financial Institution does not declare anything within said term, the Commission will issue a judgment with the elements they have.

VIII. In case the parties reach an agreement for the resolution of the claim, this will be recorded in the detailed record created. At all moments, the National Commission should explain to the User the effects and scopes of such agreement; if after listening to the explanation the User decides to accept the agreement, it will be signed by both parties and by the National Commission, setting a term to confirm its compliance. The agreement signed by the parties has the force of a judged thing and its execution comes with it;

IX. The burden of proof in regard to the agreement compliance corresponds to the Financial Institution and, in case of omission, it will be entitled to a sanction that proceeds according to the present Lay, and

X. At the end of the conciliation hearings and in case the parties do not reach an agreement, the respective minutes will be created. In case the Financial Institution does not sign the minutes, this will not affect its validity. The denial to sign should be recorded.

Additionally, the National Commission will order the corresponding Financial Institution to record the totally reserved contingent liability that is derived from the claim, and will notify about it to the National Commissions who will be in charge of the supervision.

In the case of insurance mutualistic societies and institutions, the order mentioned in the second paragraph of this section, will refer to the constitution and investment according to the Law in insurance matters, of a specific technical reserve for obligations that are pending to be complied with, of which amount should not exceed the insured amount. This reserve will be recorded in a specific line item.

In the assumptions foreseen in the two previous paragraphs, the posting can be cancelled by the Financial Institution under its strict responsibility, if after one hundred eighty working days after being posted, the claimant has not enforced his rights before the pertinent judicial authority or has not started an arbitration procedure according to Law.

The recording of the contingent liability or the constitution of the technical reserve, as applicable, will be mandatory for the case in which the National Commission issues the judgment referred to in article 68 B of this Law. If in the proofs that are in the respective file it is seen, according to the National Commission, that the claims of the User do not proceed, it will not order the recording of the contingent liability or the constitution of the technical reserve, as applicable.

XI. The agreements of procedure issued by the National Commission will not admit any resource.

Article 68 B. When the parties are not subjected to arbitration, and when some elements are found from the file, which, according to the National Commission will allow the assumption of where the claim comes from, they will be able to issue, prior to a request by the User in a written form, a procedure agreement that will contain a judgment.

When this judgment consigns a contract, precise, net and collectable obligation that was not complied with, according to the National Commission will be considered as non-negotiable enforcement title, in favor of the User.

The Financial Institution will be able to debate about the amount of the title, present tests and oppose the exceptions they deem convenient before the pertinent judicial authority. The executive action derived from the judgment will prescribe within one year after being issued.

For the creation of the judgment, the National Commission will gather all the elements they deem necessary.

The judgment that this article refers to can only be issued in matters of sums that are less than three million investment units, except for claims against insurance institutions, in which case, the sum should be less than six million investment units. The judgment will only be legally executable, under the terms of this articles, in matters for sums lower than the equivalent in domestic currency to fifty thousand investment units, except it has to do with insurance institutions, mutualistic insurance societies and fund administrators for retirement, in which the amount should be less than one hundred thousand investment units. In both cases, the principal and its accessories will be considered.

Aggravation of Risk

The obligations of Zurich will cease on full right due to the essential aggravations that the risk has during the course of the Insurance, according to what is stated in Article 52 and 43, paragraph I of the Law on Insurance Contract.

“The **Insured** will communicate to **Zurich** about the essential aggravations that the risk has during the course of the insurance, within twenty-four hours upon knowing about them. If the **Insured** omits the notification or if

he/ she causes an essential aggravation of the risk, the obligations of **Zurich** will cease in full right from there on". (**Article 52 of the Law on Insurance Contract**).

"For the purposes of the previous article, it will always be presumed that:

I. That the aggravation is essential when it refers to an important fact for the appreciation of a risk, in such a manner, that the company would have contracted in diverse conditions, if it would have known of an analog aggravation upon entering the contract;

II. That the **Insured** knows and should know all the aggravations that come out of the acts or omissions of their tenants, spouse, descendants or any other person who, with the Insured's consent, live in the build and has the piece of furniture that was subject of the insurance". (**Article 53 of the Insurance Contract Law**).

"In cases of fraud and bad faith in the aggravation of the risk, the **Insured** will lose the advance premiums". (**Article 60 of the Insurance Contract Law**).

The obligations of Zurich will be extinguished if they prove that the **Insured**, the beneficiary or the representatives of both, in order to make it incur in an error, hide or declare with inaccuracy facts that would exclude or could exclude restrict such obligations. The same thing will be observed in case of, with the same purpose, the documentation about the facts related to the incident are not submitted on time". (**Article 70 of the Insurance Contract Law**).

In case, in the present or future, the **Contracting Party/Parties** or Beneficiary/Beneficiaries carry out or relate to criminal activities, this will be considered an essential aggravation of the risk under the Law.

Thus, the obligations of Zurich will cease in full right, if they, Contracting Parties, Insured people or Beneficiaries, under Article 491 of the Law of Insurance and Bail Institutions and their general regulations, were condemn through a definite sentence that would have caused state, for any crime linked or derived from what is established in Article 139 to 139 Articles 193 to 199, 400 and 400 B from the Federal Penal Code and/ or any article relative to organized crime in National territory; said sentence can be issued by any pertinent local or federal authority, or legally recognized by the Mexican Government; or, if the name of the Insured Contracting(s) or Beneficiary(ies), their activities, the goods covered by the Policy or their nationalities are published in some official list relative to the crimes linked to what is established in the aforementioned articles, whether national or from abroad, coming from a government with which the Mexican Government has entered some of the international treaties in the aforementioned matter.

This, under the terms of Fraction X, provision Twenty ninth, Fraction V provision Thirty-fourth or 62 provision of the Resolution for which the General Provisions are issued, to which is referred to in Article 140 of the General Law of Insurance Mutualistic Societies and Institutions.

In its case, the obligations of the contract will be restored, once Zurich knows that the name of the Contracting party, Insured or Beneficiaries will not appear in the aforementioned.

Zurich will deposit, before the competent jurisdictional authority, any amount that derived from this **Insurance Contract** could be in favor of the person or persons that the previous paragraph refers to, in order for said authority to determine the destination of the resources. Any non-earned paid amount that is paid after realizing the conditions aforementioned, will be deposited in favor of the corresponding authority.

Assistance

1. Previous Provisions

1.1 Definitions

Accident

Any sudden, random or unexpected act, fact or event that causes damage to a Good or a person or animal (dog or cat).

Insured party

The holder of the Relax Hogar Pluz policy that is stated on the cover of this policy issued by the Company, and that is not cancelled when a covered event takes place.

Beneficiary(ies)

The policy holder who is owner or lessee of a house included in the Relax Hogar Pluz policy or third party affected by facts or omissions from himself or the Insured party of this Policy issued by the Company, valid and current at the moment in which a covered event happened. Likewise, it is considered a beneficiary, the person assigned by each one of the insured parties to receive the insurance Benefit, in case each one of them dies.

Urgent Submittal

When, in the Permanent Beneficiary's Residence, there are: leaks of domestic gas, in feeders as in drainage; short circuit in the electrical installation; breakdowns in doors or Windows that face the street and for some reason cannot be closed and safety is not guaranteed; replacement of broken glasses that face the Street (which will be paid by the Beneficiary), explosion, falling or impact of lightning and fire, any of such suppositions, will be considered that needs an Urgent Submittal.

Family

When the term Family is mentioned, it will refer to the Holder, spouse and sons/daughters who are 24 years or less, who economically depend on the Holder and who live with him in the Permanent Residence.

Force majeure

Force majeure, will be all those catastrophic events in which it is impossible to grant Assistance Services, whether because of their magnitude or because of the suspension of individual guarantees or states of emergency declared by competent authorities or not, such as social or political phenomena or any other that prevents providing the assistance services effectively.

Zurich Home Assistance Technical Team

The appropriate technical and assistance personnel who are providing assistance from Zurich Home Assistance in the Permanent Residence of the Beneficiary.

Uninhabitable

It will be the Technical Team of Zurich Home Assistance who will determine if the Beneficiary's Permanent Residence is in a state of total damage that cannot be inhabited by the Beneficiaries.

Country of Residence

For the purpose of these General Conditions, Mexico.

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Representative

Any person assigned by the Beneficiary to carry out any procedure to enable Assistance Service rendering.

Permanent Residence

The regular domicile of the Beneficiary in Mexico, that is included in the Relax Hogar Pluz policy coverage or any other who is approved through reasonable means.

Assistance Services

Assistance Services rendered by Zurich Home Assistance to the Beneficiaries under the terms of these General Conditions, for the cases of assistance situations of a beneficiary.

Assistance Situation

Any event that is accidental or related to the Permanent Residence of the Beneficiary, independently from his will, that occurred under the terms and with the limitations set forth in these General Conditions, as well as all the other described situations that give the right to render Assistance Services.

Relax Hogar Pluz Policy

Every Relax Hogar Pluz policy, that is valid and current, issued by the Company in the Mexican Republic.

UMA

Unit of Measure and Update, which will be calculated and updated yearly by the National Institute of Statistics and Geography (INEGI).

VADEMECUM

Medicine and main active ingredients information.

1.2 Territoriality

Assistance Services to which this program refers to, are provided exclusively in the Permanent Residence of the Beneficiary, who appears on the Relax Hogar Pluz Policy Coverage, issued by the Company, in the interior of Mexico in the states where this service is available.

2. Benefits

2.1 Payment and dispatch of specialists for emergency repairs

In case of an Accident in the Beneficiary's Permanent Residence, and that this is against the safety of the house, Zurich Home Assistance will manage, through the fees received by the Company, the urgent sending of the technicians, such as plumbers, electricians, locksmiths and glaziers, in order to limit and control the scope of the damages caused by said Accidents, such as:

- Spillage of water occurred in the household, in the feeders as well as in the drainage and that can cause permanent stains on walls and ceilings or could cause severe permanent damage to floors, rugs and furniture of the house.
- Gas leaks in the installation of the house that cannot be controlled by a wrench.
- Short circuits in the household and that as a consequence, they could cause a fire in the Beneficiary's Permanent Residence.

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- Breakdowns that would prevent the closing of doors and/or windows that have access to the street.
- Breakage of glasses facing the street.
- This Benefit is granted by 15 UMA per event, maximum 2 (two) events per year.
- The cost that exceeds 15 UMA, will be paid by the Beneficiary or his/her representative, directly to who renders the service, when he/she requests it.
- In all cases, the Beneficiary should be present when the repairs are made.

2.2 Furniture moving and storage services

In case of Accident in the Beneficiary's Permanent Residence and if it becomes uninhabitable, Zurich Home Assistance will organize the moving of furniture and appliances assigned by the Beneficiary to the provisional domicile assigned by him/her.

If the technical team of Zurich Home Assistance determines it, Zurich Home Assistance will organize the deposit of said furniture or appliances in a storage room for the period assigned by the Beneficiary. The moving and storage costs will be paid by the Beneficiary or his/her representative, directly to who renders the service when they are contracted. Zurich Home Assistance will not be held responsible for non-compliance, damages, loss or theft caused to said furniture and appliances during the moving maneuvers, nor for the period that the furniture is stored in the storage room.

2.3 Consultancy in case of theft

In case of theft or frustrated tentative theft, in the Beneficiary's Permanent Residence, Zurich Home Assistance will offer consultancy about the procedures to follow by the Beneficiary to report the events.

2.4 Referral of professionals for non-urgent repairs

Upon request of the Beneficiary and paid by himself, Zurich Home Assistance will connect by phone and if necessary, the following professionals will be sent to his/her Permanent Residence:

Plumbers, electricians, glaziers, blacksmiths, carpenters, locksmiths, rug cleaners, painters and interior decorators. For this Benefit, since it is a non-urgent service, Zurich Home Assistance will operate and will be available only for working hours, from 9:00 to 18:00 hours. In any case, the Beneficiary will pay for labor, transportation, any other expense that could arise, and Zurich Home Assistance will only manage the search of such professionals with the Beneficiary.

2.5 Car rental expenses

In case of an accident in the Beneficiary's Permanent Residence that would cause the automobile or automobiles, legal property of the Beneficiary or his/her family, to be useless, Zurich Home Assistance will manage, with the fees received by the Company, the rental of an automobile or automobiles, up to a maximum of 4 (four) automobiles during 5 (five) consecutive days each one and for only one event per year.

2.6 Message transmission

Zurich Home Assistance will transmit, upon request of the Beneficiary, the urgent messages requested derived from a situation of assistance.

2.7 Dispatch of general practitioners to the household in case of emergency

Upon request of the Insured, the dispatch of a general practitioner to his/her domicile without cost will be coordinated. This will be only for medical emergencies. Zurich Home Assistance will provide this service in the main cities of the Mexican Republic, through a phone call, where the data of the closest physician will be given, to make an appointment.

In the other places, Zurich Home Assistance will do everything possible to help the Insured to contact a general practitioner or hospital faster.

This service will be limited to 2 emergency events, without any cost for the Insured.

Unique exclusions for dispatching General Practitioners to a household in case of emergency.

- When the Insured does not provide true and accurate information, that because of its nature, it does not enable to have proper interview or that the information is false.
- When the Insured cannot prove he/she is the Insured party.
- When the Insured is under the effect of alcoholic beverages, drugged by substances related to drug addiction and is under an aggressive state or does not allow any care given to him/her.
- When the Insured uses offensive or rude language.
- When the physician of Zurich Home Assistance determines, through a directed interview, that the current state of the patient requires attention in the emergency room or an ambulance is needed and the person is not candidate to be taken care of at home.
- The cost of the consultation agreed upon does not include medicines, or any other type of procedures, such as (placement of plaster, probes, sutures, solutions, treatments, etc.).
- Dispatch of medical specialists for house call.

2.8 Telephone medical assistance

The Insured can request telephone support, 24 hours a day, 365 days a year, and the medical team of Zurich Assistance will give guidance about the measures to follow according to the emergency case.

Zurich Assistance will provide, upon request from the user, the information corresponding to the substances contained in patent medicines, as well as everything related to the information that is available in the VADEMECUM.

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This service is limitless in events, without cost for the Insured party.

Exclusions for telephone medical assistance:

- **When the Insured party does not provide true and prompt information that because of its nature, does not allow for a proper interview.**
- **When the Insured party is not under the effect of alcoholic beverages, drugged with substances related to drug addiction and his/her call becomes aggressive and offensive.**
- **When the user uses offensive or rude language.**
- **The medical staff of Zurich Assistance will not prescribe, give diagnosis, nor change treatments by phone.**

2.9 Medical discounts

Zurich Assistance will offer discounts to the users in limitless events, 24 hours a day, 365 days a year, in all the doctor's and dentist's offices and suppliers that are associated to the network.

Some of which are mentioned below:

- Hospitals.
- Laboratory.
- Cabinet (RX).
- Special studies (TOMOGRAPHIES, MAGNETIC RESONANCE).
- Optician's.
- Nurses.
- Equipment rental.
- General Practitioner.
- Specialized Physician.
- Rehabilitation sessions.
- Fee subjected to a tabulator per State.

In case the Insured party required a medical service at a preferential Price, they should call the Telephone Call Center (CAT) and ask the Doctor (phone consultant) about the discounts offered by the medical network of Zurich Assistance.

This service is limitless in events, without any cost for the insured.

Exclusions applicable to the medical discount service:

- **When the user does not provide true and prompt information that because of its nature does not allow an adequate interview.**

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- **When the user is under the effect of alcoholic beverages, drugged with substances related to drug addiction and his call becomes aggressive and offensive.**
- **When the user uses offensive or rude language.**
- **The type of discount and the places in the Mexican Republic in which the services are rendered will depend on the agreements that Zurich Assistance has with the network of suppliers.**

2.10 Telephone legal assistance

Zurich Assistance will offer the Insured the services of Telephone Legal Assistance, 24 hours a day, 365 days a week, related to all branches of law.

This service is limitless in events, without any cost for the Insured.

2.11 Legal assistance in case of burglary

An Attorney will be sent to the household of the user to provide Legal Assistance in case of burglary. This service consists of an expert and goes with the user to report the event before the DA and/or any other competent authority.

This service is limited to 1 event per year.

Exclusions for legal assistance in case of burglary:

- **Any damage caused intentionally, as well as provoked by rebellion, war, riot, popular disturbance and situations that alter public security.**
- **Damages that are consequence of an earthquake, flood, volcanic eruption, fire and any other natural phenomenon.**
- **When the staff of any official authority with an order or warrant for seizure, break-in, confiscation of goods, arrest, search, investigation, or rescue have to force, destroy or break any element of access, such as: doors, windows, locks, door bolts of the house of the Insured.**

2.12 Telephone nutritional assistance

In case the Insured requires it, the dietitians of Zurich Assistance will give the following type of guidance, in a limitless way, 365 days a week, from 8 in the morning through 8 in the evening:

- **Supplements: guidance that the user requires about different types of nutritional supplements will be given, according to their needs.**

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- Guidance in case of eating disorders: the skilled personnel of Zurich Assistance will give the information or guidance that user requires about symptoms, treatments and clinics specialized in the treatment of this type of disorders.
- Referrals with Specialists: In case the user requires a more customized guidance, appointments will be coordinated with dietitians in any part of the Mexican Republic at a preferential cost.

This service is limitless in events, without any cost for the Insured.

Exclusions for Telephone nutritional assistance:

- **When the user does not provide true and prompt information, which because of its nature does not allow the issue to be taken care of adequately, or if they incur in false statements.**

2.13 Psychological assistance

In case the Insured Party requires it, specialist psychologists of Zurich Assistance will offer, 24 hours a day, 365 days a year, remote guidance, consultations and counseling about common problems, such as: depression, addictions, divorces, violence, school problems, etc.

The duration of the call will have a maximum time of 20 minutes per session, 2 sessions without cost per month.

Exclusions:

- **Calls that exceed the set time or excess of calls, will have to be channeled to a specialist for an appointment at the doctor's office for an appointment. Their cost will be paid by the user.**
- **Assistance will be given in an Anonymous way, without prescribing medicines, nor issuing any diagnosis.**

2.14 Funeral assistance

Derived from the death of an Insured party of any given cause:

Zurich Assistance will give guidance about funeral services through the network of suppliers, such as:

- Funeral management and guidance about all the relevant aspects: this service consists on managing the necessary procedures to hold a funeral service in the place where the event happened. Among the services included are: obtain permits for the transportation of a body, obtain permits for cremation or DA statements in which relatives have to be present, obtaining the death certificate.
- Transfer of the body in a funeral hearse to the cemetery: this service consists of transporting the body to the place where the wake was held to the cemetery where the body is going to be buried, within the same geographical area where the wake took place.

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- Cosmetic preparation of the body: this service consists of making up the face in order to improve his/her image for the wake. Basic process; it does not apply in cases of reconstruction or any other complicated process or as a substitute of embalming.
- Coffin: A receptacle for the mortal remains will be provided. The characteristics of the coffin are defined by the funeral home or those required by the family.
- Wake room in the funeral chapel or home chapel: Contracting an available space in the funeral home to keep vigil of the body for a period of up to 24 hours with capacity of 20 people circulating will be provided. In case the vigil is at a house agreed upon by the relatives of the deceased, the minimum necessary materials will be taken to the house to keep standard vigil on the body.
- Cremation or burial.
- Funerary urn: The purchase of a two-liter capacity funeral receptacle, special to keep the ashes will be managed.
- Costs will be paid by the assigned family member.

Exclusions for funeral assistance:

- **It does not cover embalming of the body, except when it is required by law.**
- **It does not include niche or grave.**
- **The service is subjected to the terms and conditions of suppliers, as well as availability, surplus and/or additional services, which will be covered by the family.**
- **Assistance service is not provided in situation of wars, strikes, invasion or where internal conditions do not allow rendering such services.**
- **When the assigned relatives do not provide true and prompt information that would allow us to duly offer the assistance.**
- **Transportation outside the city is not included.**
- **The Funeral Assistance Service is provided for only national territory.**

2.15 Assistance to Seniors (discount network)

Zurich Assistance will offer the Insured their network of discounts in the following places:

- Hospitals.
- Drugstores.
- Clinical laboratories.

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- Sale and rental shops for medical equipment, oxygen, wheelchairs, adult diapers, wound dressing supplies, etc.
- Optician's office.
- Geriatricians.
- Rehabilitation and orthopedics.
- Hotels.
- Bus lines.
- Theaters.
- Movie theaters.

This service is limitless in events, without any cost for the insured.

Exclusions for senior assistance:

- **The type of discount and the places in the Mexican Republic in which the service is granted, will depend on the agreements that Zurich Assistance has with the network of suppliers.**

2.16 Medical referrals for senior's assistance

Upon request of the Insured party, Zurich Assistance will provide information related to the following establishments:

- Hospitals.
- Drugstores.
- Clinical laboratories.
- Store for sale and rental of medical equipment, oxygen, wheelchairs, adult diapers, wound dressing material, etc.
- Optician's office.
- Geriatricians.
- Rehabilitation and orthopedics.

This service is limitless in events, without cost for the Insured party.

Exclusions for the medical referral service:

- **The type of discount and the places in the Mexican Republic in which the service is granted will depend on the agreements that Zurich Assistance has with the network of suppliers.**

2.17 Telephone assistance for pets

In case the Insured party requires it, veterinarians of Zurich Assistance will give guidance, in a limitless way, 365 days a year, 24 hours a day, about illnesses and/or care of pets without prescribing medicines, nor issuing a diagnosis.

This service is limitless in events, without cost for the Insured party.

Exclusions applicable for telephone assistance for pets:

- **Falseness in the information from the user about the physical or health condition of the pet.**
- **Non-domestic breeds and species or in danger of extinction, reported and recorded with the ANIMAL PROTECTION SOCIETY and PROFEPA.**
- **Request for services outside the national territory.**
- **Not complying with the procedures and requisites to render the service.**
- **When the user does not pay the requested services.**

2.18 Veterinary referrals

At the request of the Insured party, Zurich Assistance will provide information related to:

- Veterinarian clinics and hospitals.
- Dog-grooming businesses.
- Accessory stores for pets.
- Pensions.
- Training.
- Canine contests.
- Food.
- Funeral services.
- Shelters.
- Vaccination programs.
- Pet refuges.
- Sterilization.
- Animal protection organizations.
- Rehabilitation and orthopedics.
- Guide dogs.
- SPAs.
- Tracking chip placement.
- Special events.
- Dental cleanliness.
- Ear surgery.
- Toe amputation.
- Cemeteries.

This service is limitless in events, without cost for the Insured party.

Exclusions applicable for the service of veterinary referrals:

- **Falseness in the information given by the user about the physical or health condition of the pet.**
- **Non-domestic breeds and species or in danger of extinction, reported and registered by the ANIMAL PROTECTION SOCIETY and PROFEPA.**
- **Request of services outside the national territory.**
- **Not complying with the procedures and requisites to grant the service.**
- **When the user does not pay for the requested services.**

2.19 Veterinary consultations

At the request of the Insured party, Zurich Assistance will coordinate appointments with veterinarians in any part of the Mexican Republic.

This service is limited to 1 event per year, without any cost for the Insured party.

Exclusions:

- **Falseness in the information from the user about the physical or health condition of the pet.**
- **Non-domestic or in danger of extinction breeds and species, reported and recorded by the ANIMAL PROTECTOR SOCIETY and PROFEPA.**
- **Request of services outside national territory.**
- **Not complying with the procedures and requisites to grant the service.**
- **When the user does not pay for the requested services.**

2.20 Dental assistance (diagnosis consultation)

Zurich Assistance will, at the request of the Insured party, grant a diagnosis appointment in the dentist' office of the network that is closer to home.

This service is limited to 1 event per year without cost for the Insured party.

Exclusions for dental assistance:

- **Treatments that are not specified in the mentioned coverage.**
- **Any complication derived from, or that arises during or after, the dental treatment due to injuries, complaint or surgeries that are expressly excluded.**
- **Previous accidents.**
- **Injuries that are produced as a consequence of participating in military service, acts of war (declared or not), revolution, violent protest, riot, civil unrest.**
- **Self-inflicting injuries and/or as suicide attempt.**
- **Outpatient and/or hospital treatments or complication of non-covered treatments.**
- **Experimental or research treatments.**
- **Treatment or procedures given by Institutions, clinics, doctor's office and/or dentists who are not part of the network, except those emergency cases when the emergency arises in a location where there are no dentists of the network.**
- **Any complication derived from, or that arises during or after the dental or surgical treatment, due to negligence from the patient to follow the treating dentist's instructions or for abandoning the treatment for more than 30 days.**
- **Medicines.**
- **General anesthesia or sedation.**
- **Hospital stay expenses.**
- **Treatment and disbursements outside National Territory.**
- **Dental filling of incised and/or cervical wear.**

2.21 Dental hygiene

Zurich Assistance, upon request from the Insured party, will grant a hygiene session in the office of the network that is closest to your house.

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This service is limited to 1 event a year, without cost for the Insured party.

Exclusions for dental hygiene service:

- **Treatments that are not specified in the mentioned coverage.**
- **Any complication derived from, or that arises during or after, dental treatment due to injuries, complaints or surgeries that are expressly excluded.**
- **Previous accidents.**
- **Injuries that are produced as consequence of participating in the military service, acts of war (declared or not), revolution, violent protest, riot, civil unrest.**
- **Injuries that are self-inflicted and/or as suicide attempt.**
- **Outpatient and/or hospital treatments or non-covered treatment complication.**
- **Experimental or research treatments.**
- **Treatment or procedures given by Institutions, clinics, doctors and/or dentists that are not part of the network except for the emergency cases when the emergency arises in a location where there are no dentists of the network.**
- **Any complication derived from, or that arises during or after the dental or surgical treatment, due to negligence from the patient for not following the instructions of the treating dentist or for abandoning the treatment for more than 30 days.**
- **Medicines.**
- **General anesthesia and sedation.**
- **Hospital expenses.**
- **Treatments and disbursements outside the National Territory.**
- **Dental filling of incised and/or cervical wear.**

General concepts that are outside the coverage:

- **Request of services that are outside the National Territory.**

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- **Not comply with the procedures and requisites to render the service.**
- **When the user does not pay for the requested services.**

3. Obligations of the Insured Party

3.1 Assistance requests

In case of an Assistance Situation and before beginning any action, the Insured party will call collect to the Alarm Central Office of Zurich Home Assistance (Zurich Asistencia al Hogar), giving the following data:

- a) Will indicate the place where the person is located and the telephone number where Zurich Home Assistance can contact the Insured party or his/her Representative.
- b) His/her name and their Relax Hogar Pluz Policy number. c) Describe the problem and the type of help needed. The Zurich Home Assistance Technical Team will have free access to the Insured party and their Permanent Residence, to know the situation and if such access is denied, Zurich Home Assistance will not have the obligation of rendering any of the Assistance Services.

3.1 General Standards

- a) Mitigation.

The Insured party has to try to mitigate and limit the effects of the Assistance Situation.

- b) Cooperation with Zurich Home Assistance.

The Insured party should cooperate with Zurich Home Assistance to facilitate the recovery of the payments made in the different interventions, submitting to Zurich Home Assistance the necessary documents, help Zurich Home Assistance and charging Zurich Home Assistance, to complement the necessary formalities.

- c) Prescription of the Claims.

Any claim relative to an Assistance Situation should be presented within 90 natural days from the date in which it is produced; prescribing any legal action after that period has elapsed.

- d) Zurich Home Assistance subrogation.

Home Assistance will be subrogated, in rights and actions that could correspond to the Insured party for events that have given way to rendering Assistance Services and up to the total amount of the services rendered or paid.

4. General exclusions

4.1 The Assistance Situations caused by intentional acts or gross negligence of the Insured party of the people that depend on, or live with it, do not give right to Assistance Services.

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4.2 Beneficiaries will not have right to be reimbursed by Zurich Home Assistance.

4.3 The Assistance Situations that happened before paying for the Relax Hogar Pluz Policy, do not give the right to Assistance Services.

4.4 Also excluded, are the Assistance Situations that are consequence of:

a) Strikes, military force, riot, violent protest or sedition, war, invasion, acts of foreign enemies, hostilities (whether war has been declared or not), rebellion, civil war, insurrection, terrorism, military uprising, demonstrations, popular movements, radioactivity or any other force majeure cause.

b) Accidents and damages caused by volcanic eruptions, hurricanes, whirlwinds, earthquakes or earth tremors or any other weather phenomenon, not especially covered, except when the Insured party proves that the damages happened independently from the existence of such conditions.

c) The irritations coming from the transmutation or nuclear disintegration of the radioactivity or any type of Accident caused by nuclear fuels.

d) The Accidents and damages caused by bombs, flammable or explosive artifacts, or for any attempt with political or social purposes, or for popular unrest.

e) Floods.

f) Accidents or damages produced by explosions that do not come from substances, devices or installations of common domestic use, except those that are of regular use in the Beneficiary's Permanent Residence.

g) The participation of the Insured party in intentional criminal acts.

h) The participation of the Insured party in combats, except in the case of self-defense.

The use of the "Zurich Home Assistance" Service implies agreeing on the undersigned program.

Complying with what is stated in Article 202 of the Law on Insurance and Bail Institutions, the contract documentation and the technical note that integrate this insurance product, were recorded before the National Commission of Insurance and Bail, from day 05 of July of 2016 with the number PPAQ-S0025-0067-2016, CGEN-S0025-0046-2017 from day 02 of March of 2017 and RESP-S0025-0034-2017 from day 14 of March of 2017/CONDUSEF-001575-01.

Consultations and claims, contact the **Unidad Especializada**: 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. Telephone (52) 55- 5284 0984 or E-mail: unidad.especializada@mx.zurich.com from Monday through Thursday from 8:00 to 14:00 and 15:00 to 17:45 and Friday, from 8:00 to 15:30 hours.

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