“WELL INSURED HOME”

GENERAL CONDITIONS
GENERAL TERMS

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**DEFINITIONS**

**Company**
Mapfre Tepeyac, S.A. Insurance Company, issuing entity of this policy, shall hereinafter be referred to as “the Company”, which, as insurer and by means of the obligation of the Insured Party or contracting party to pay the premium, assumes the coverage of the expressly specified risks, corresponding to this contract, in accordance with the General Conditions.

**Insured Party**
Is the person exposed to the risk or whose properties or financial interests are exposed to the risk.

**Rainwater Drainpipe**
Pipe installed from the roof of a building down to ground level in order to channel rainwater.

**Foundation**
Part of the building below ground level or below the first accessible floor, made of masonry, reinforced concrete, steel or concrete, which transfers the loads that support a structure to the subsoil.

**Coinsurance**
Percentage established on the title page of the policy as participation of the insured sum.

**Deductible**
Amount to be borne by the Insured Party for each loss established on the title page as the policy.

**Artificial water deposits or flows.**
Vessels, reservoirs, dams, wells, manmade lakes, river channels and open-air outlets.

**Natural water deposits or flows.**
Those coming from tributaries, rivers, springs, brooks or streams, or waters contained in lakes or lagoons.

**Topographic depression.**
A relief zone situated at a lower level than the neighboring surface.

**Finished building.**
The property ready for occupation, which has all its windows and panes installed, finished floors, with installed doors and walls.

**Lack or insufficiency of drainage in the properties of the insured party.**
Lack or insufficiency of capacity of the waste water and rainwater drainage systems of the hydrosanitary installation of the insured property in order to clear the waste created in the use of the property or the capture of rainwater, and which causes saturation of said systems, leading to the overflowing thereof.

**Excess**
Is the minimum Amount that the insured party bears upon the occurrence of a loss. If the amount of the loss is above such amount, the Company shall indemnify the totality of the loss or up to the limit established for the coverage.

**Indemnity**
Amount the Company is contractually bound to pay in case a loss occurs. In no case shall the indemnity be above the insured sum or the replacement value of the damaged property, if the replacement value is greater.

**Retaining walls**
Those that confine and retain the land, and which may be below the level of the lowest accessible floor, also functioning as foundations and which may be independent, found outside the building without receiving any load and not attached to the structure of the building.

**Policy**
Document by means of which the acceptance is recorded on the part of the Insurer which establishes the rights and obligations of the contracting parties, containing, as minimum requirements, the name and address of the contracting party, the contracted coverages, insured sums, deductibles, coinsurance, validity, premium and other clauses which should be included in accordance with the legal provisions and the agreed provisions.

**Premium**
Price of insurance whose receipt includes the taxes and surcharges passed on to the Insured Party.

**Insured Sum**
Maximum liability of the Company for all the losses that could occur during the validity of the policy.

**Replacement Value**

a) For the Building section: It is the actual amount or cost at the moment of the loss for the construction and/or repair with similar or equivalent materials when it is not possible to use the same materials, without taking into account any deduction for physical depreciation, including costs for shipping, customs duties and assembly costs, if any.

b) For the Contents section: It is the amount of value of new items, replacement items or repair of items at the moment of the loss (of an equal sort, quality, size and/or capacity), without taking into account any
deduction for physical depreciation, including costs for shipping, customs duties and assembly costs, if any.

SECTION I. BUILDING

COVERED PROPERTIES

If contracted, this section covers the group of constructions, principal materials and accessories (such as walls, swimming pools, outdoor patios, outdoor stairways, independent retaining walls and additional constructions within the same insured plot of land) used for particular dwellings with the corresponding fixed installations of water, gas, electricity, heating, refrigeration and other installations corresponding to the building. Also covered are the foundations and additions found below the level of the lowest floor.

Also covered are windows of more than 4 mm thick as well as panes installed in windows, domes, stained-glass windows and Plexiglas which form part of the property.

In the case of buildings classed as property in condominium, the proportional parts of the common areas and/or elements of the building are included.

The properties included herein are insured at Replacement Value.

EXCLUDED PROPERTIES

The following properties are excluded within this section:

a) Plots of Land.
b) Frescos or murals which are painted on or which form part of the insured property.

c) Electrodomestic and/or Electronic Equipment, such as radio and television satellite dishes of domestic use, film and projection equipment, recording and sound equipment, electric typewriters, microcomputers, voltage regulators, televisions, video cassette players, vacuum cleaners, freezers, electric cookers, microwave ovens, carpet cleaners, electric sewing machines, floor polishers, ventilators, pumps, washing machines, dishwashers, clothes dryers, air conditioning and electric substations. This definition is established by way of illustration but not limitation.

d) Electrodomestic and electronic equipment under the custody of repair shops but always within the borders of the United Mexican States. The maximum indemnity for this section shall be equal to 200 Days General Minimum Wage in Force in the Federal District per item with a maximum of 1,000 Days General Minimum Wage In Force in the Federal District per claim.

e) Clothing items under the custody of dry cleaners, Laundromats, tailor’s shops or repair shops, but always within the borders of the United Mexican States. The maximum indemnity for this section shall be up to 150 Days General Minimum Wage in Force in the Federal District per item or set of clothing with a maximum of 650 Days General Minimum Wage In Force in the Federal District per claim.

f) Improvements or adaptations made to the building.

g) Jewelry or art objects or difficult to replace items, such as paintings, sculptures, goblins, antiques, silverware and/or collections or any sort.

h) Cash, banknotes. The maximum indemnity shall be the amount specified in the policy for such items.

The properties included herein are insured at Replacement Value.

EXCLUDED PROPERTIES

The following properties are excluded:

a) Precious metal ingots, unset gems, negotiable instruments or documents of any sort, fiscal or postage stamps, accounting books or other business books, manuscripts, plans, sketches, drawings, stencils, models or molds.

b) Vessels, airplanes and or motorized land vehicles which require license plates, registration or registry for the use thereof in public places.
c) Glass, panes or mirrors under 4 mm thick.

RISKS COVERED FOR SECTIONS I AND II, BASIC COVERAGE

ALL FIRE RISKS AND ADDITIONAL RISKS

This coverage protects the insured properties against material damages directly caused by the risks specified hereunder:

a) Fire and/or lightning, as well as the costs for the extinguishing thereof.

b) Explosion, whether it occurs within or outside the insured plot of land, and which damages the insured properties.

c) Accidental rupture of water pipes or water vapor pipes or water or water vapor storage systems found within the limits of the plot of land specified on the title page or specification of the policy.

d) Accidental spillages of water or water vapor from domestic apparatus or equipment, including refrigeration, air-conditioning or heating systems.

e) Airplane crashes or objects falling therefrom.

f) Motor vehicle crashes.

g) Suddenly of accidentally produced smoke or soot, even when it comes from outside of the insured dwelling.

h) Strikers or persons participating in labor protests or disturbances, civil riots or commotions, or by malicious persons during the realization of such acts.

i) Vandalism and Damages caused by malicious persons (acts executed by persons other than the cases of strikes, civil riots or commotions, who intentionally cause physical damages to the insured properties).

j) Falling of trees or parts thereof found within or outside the insured plot of land.

k) Falling of satellite dishes, radio antennas or signs.

l) All Risks of fire and additional risks cover the physical damages caused to the material properties covered by sections I and II of the policy against any risk not expressly excluded.

RISKS EXCLUDED FROM THE BASIC COVERAGE

Under no circumstances shall the company be liable for losses or damages as a consequence of:

a) When the damages suffered by the insured properties were intentionally caused by the insured party.

b) Destruction of the property and/or contents by acts of a legally recognized authority in the performance of the duties thereof.

c) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether or not war has been declared), civil war and/or civil disturbances with the nature of violent protest, uprising, insurrection, suspension of constitutional rights, rebellion, revolution, confiscation, seizure, requisition, nationalization, destruction or damages to the properties by order of any sworn in or de facto government or any federal, state or municipal authority, or events deriving from said situations or fact of law.

d) Expropriation, seizure or detention of the properties by the legally recognized authorities in the performance of their duties.

e) Nuclear reaction, nuclear radiation or radioactive contamination.

f) Loss of contents caused by looting or theft during or after any damage covered by the policy.

g) Smoke or soot from chimneys or industrial apparatus found within the insured plot of land, when said apparatus lack smoke outlets or chimneys.

h) Damages caused by felling or pruning of trees or cutting of the branches thereof, effectuated by the insured party.

i) Damages to the building and/or walls caused by painting, graffiti and/or aerosol paints.

j) The properties and risks mentioned as exclusions within the general conditions of the policy.

k) Losses or damages caused by moths, woodworm, termites or other insects, defects or as a result of latent effect, use or gradual deterioration, contamination, corrosion, rust, wet or dry mold, atmosphere dampness and dryness, smog or extreme temperature changes, or losses or damages of buildings or foundations.

l) Mechanical failure, breakdown or uncoupling of machinery.
m) Losses or damages to electrical apparatus and/or the accessories thereof caused by artificially generated electric current, unless it causes fire or explosions, and thus only for the loss or damage caused by such fire and/or explosion.

n) Loss or damage caused by Theft and/or Assault.

o) Loss or damage occurred while the insured building or the contents of the insured property is, in the knowledge of the insured party, abandoned or vacated for more than 60 consecutive days. (Except for dwellings declared as weekend dwellings).

p) The coverage of this policy, regarding losses or damages caused by water that flows, spills or pours from any water installation or drainage of any other liquid elements, shall not include the cost of repairing the defect that led to such loss or damage.

RISKS NOT COVERED THAT COULD BE COVERED BY MEANS OF EXPRESS AGREEMENT

Except for express agreement and upon being specified on the title page of the policy, this Policy does not cover the losses or damages caused by:

1. Hydrometeorological Phenomena, under the terms referred to by the corresponding endorsement.
2. Earthquake and/or Volcanic Eruption, under the terms referred to by the corresponding endorsement.

SPECIAL CONDITIONS APPLICABLE TO SECTIONS I AND II

FIRST RISK INSURANCE

Upon the occurrence of a damage in accordance with the conditions covered herein, the Company shall indemnify the damage caused at 100% and/or up to the limit of the insured sum contracted for each subsection, whichever results less, only for the losses occurred as a consequence of the risks covered within the basic coverage, other risks and Hydrometeorological phenomena if they are specified as being covered on the title page of the policy.

Notwithstanding the above, the calculation of the sufficiency of the insured sums is independently effectuated for the building and contents, and the compensation of insured sums between both sections shall not be accepted. For earthquake and/or volcanic eruption coverage, if upon the occurrence of a loss, the contracted insured sum were to represent an amount below 80% of the replacement value of the insured properties, the Company shall only respond in proportion to the caused damage, after applying the coinsurance for indemnity purposes.

SECTION III. CONSEQUENTIAL LOSSES

If contracted and if expressly shown on the title page of the policy, when the insured properties within sections I and II are physically damaged by any of the risks specified as being covered on the title page of the policy, the following outlaid costs shall be covered for the insured sum specified in the policy:

1) REMOVAL OF RUBBLE.

The company shall indemnify when the dwelling is affected by one of the risks covered by this policy.

The indemnity shall consist of the costs necessary to outlay in order to remove rubble from the affected properties, such as: demolition, cleaning or haulage and the act which must be executed in order for the insured or damaged properties to be in conditions of repair or reconstruction.

The maximum liability limit is up to the insured sum specified in the coverage on the title page of the policy.

EXCLUSIONS

a) When the removal of rubble is due to the insured properties having been damaged by risks other than the contracted risks or when it affects properties that are not insured.

b) When the damage is caused by any of the exclusions cited in the risks covered for PROPERTIES AND/OR CONTENTS.

2) EXTRAORDINARY COSTS

The company shall indemnify the Insured Party when the Insured Party must vacate the dwelling as a consequence of the occurrence of an indemnifiable event as a result of the risks covered by the policy.

The indemnity shall consist of the rent or a house or apartment, guesthouse or hotel; as well as removal costs, transport insurance of household items, storage of household items and the maintenance quotas the insured party outlays when dealing with a house or apartment in condominium; necessary costs which enable the insured party to continue with
the standard of living the insured party enjoyed at the moment of the event, during the necessary time in order to repair or rebuild the damaged properties. In case the insured party is a tenant, the indemnity for the rental of a house or apartment, guesthouse or hotel shall correspond to the difference between the new rent including the deposit and that the insured party paid at the moment said event occurred. The payment of costs shall cease when the insured party definitively reoccupies the dwelling in question or, otherwise, up to a maximum period of 4 months from the date on which the event occurred, without being limited by the termination date of the validity of the policy.

EXCLUSIONS

a) When the extraordinary costs referred to in this coverage are a result of the damage of the insured properties caused by risks other than the contracted risks or when it affects properties that are not insured.

b) When the damage is caused by any of the exclusions cited in the risks covered for Properties and/or Contents.

3) LOSS OF RENTS.

The company shall indemnify the Insured Party when the dwelling covered by this policy, which should be occupied by persons under a lease agreement (duly presented before the corresponding authorities), must be vacated due to the occurrence of a indemnifiable loss as a result of Fire and additional risks.

The indemnity shall consist of the payment of rents the insured party ceases to receive for a maximum period of 4 months as from the date the loss occurs, without being limited by the validity termination date of the policy.

The insured sum should correspond to the amount the insured party receives during four months, which should be specified in the valid agreement between the insured party and the tenant on the date of the loss.

If applicable, the Insured Party shall be indemnified for an amount equal to the payment of rent established in the lease agreement without exceeding the insured sum.

Rents shall be understood as the amount the insured party receives for the rental of the dwelling, not including:

- Salaries of the superintendent or administrator.
- Commissions for rent collection or administration of the building.
- Cancelled taxes.
- Heating, water and lighting costs.

EXCLUSIONS

a) If the dwelling is occupied for another activity such as offices, businesses, industries, etc, or any other activity other than a dwelling.

b) Losses or costs due to the cancellation of lease agreements are not covered.

c) When the insured properties are damaged by an earthquake and/or volcanic eruption or Hydrometeorological phenomena.

SECTION IV. CIVIL LIABILITY

If contracted and expressly shown on the title page of the policy, the following coverages shall be covered:

1. FAMILY CIVIL LIABILITY

The Company is bound to pay losses, damages and consequential non-pecuniary damages the Insured Party causes to third parties and for which same should respond in accordance with the applicable legislation on matters of civil liability in force in the United Mexican States, due to non-fraudulent events or omissions during the validity of this policy, and which cause the death or detriment to the health of said third parties or the deterioration or destruction of the properties owned thereby.

Civil liability is insured which is incurred by the Insured Party for damages to third parties deriving from private and family activities in any of the following suppositions:

a) As owner of one or more dwellings (including those occupied on weekends and holidays), their garages, gardens, swimming pools, satellite dishes, security installations and other belongings or accessories.

b) As condominium of apartment or dwelling. Also insured is the civil liability of the Insured Party for damages caused to the common areas of the condominium where the domicile of the Insured Party is; however, a percentage shall be discounted by the Company from the indemnity equal to the quota of the Insured Party as owner of said common areas.

c) As tenant of one or more dwellings (including those
occupied on weekends or holidays).

In any of the above suppositions, the following liabilities of the Insured Party are covered:

1. As head of the family or his/her economic dependants.
2. For damages caused to third parties as a result of fire or explosion at the dwelling.
3. For damages caused to third parties as a result of accidental and unforeseen spillage of water.
4. For the practice of sports as an amateur.
5. For the use of bicycles, skates, peddle or rowing vessels and non-motorized vehicles.
6. For the possession or use of knives, air guns, firearms, exclusively for hunting or target practice when the Insured Party holds the corresponding permits.
7. As owner of domestic animals, hunting animals and guard animals.
8. During field trips or on vacations in Mexico or abroad.

SCOPE OF THE INSURANCE

1. The obligation of the Company consists of:

a) The payment of losses, damages and consequential non-pecuniary damages for which the Insured Party is responsible, in accordance with the provisions of this Coverage.

b) The payment of defense costs of the Insured Party, including, among others:

   I) The payment of the amount of the premiums for judicial surety bonds the Insured Party should provide in guarantee of the payment of the sums claimed therefrom for civil liability covered by this policy. Consequently, not considered as included within the obligations assumed by the Company under this policy, are the premiums for bonds to be provided as bail in order for the Insured Party to be granted release on parole, or provisional or conditional release during a criminal proceeding.

   II) The payment of expenses, costs or legal interest to be paid by the Insured Party by final court order or arbitration ruling

2. Delimitation of the scope of the insurance:

a) The payment of defense costs referred to in paragraph b) of point 1 shall be covered without exceeding a sum equal to 50% of the liability limit insured by this coverage.

b) The maximum liability limit for the Company, for one or more insured event that could occur during the validity of the policy is the sum insured for this Coverage.

c) The occurrence of various damages during the validity of the policy, deriving from the same cause, shall be considered as one sole event, which, in turn, shall be deemed to have occurred at the moment the first damage of the series occurs.

INSURED PERSONS

1. The person whose name and address is specified in this policy has the status of Insured Party with respect to his/her civil liability for:

   - His/her own acts.
   - Acts of the children subject to the guardianship of the Insured Party, for which the Insured Party should legally respond before third parties.
   - Acts of disabled persons under the custody of the Insured Party, for which the Insured Party should legally respond before third parties.
   - Acts of domestic workers while they act in the performance of their duties, as well as those persons who perform maintenance work on the dwelling of the Insured Party, for which the Insured Party should legally respond before third parties.

2. This Coverage, within the limits of the conditions thereof, is extended to cover personal civil liability of:

   - The spouse, common-law wife, common-law husband of the Insured Party.
   - The parents of the Insured Party or those of the spouse, common-law wife and/or common-law husband thereof only if they permanently live with the Insured Party and under the economic dependency thereof.
   - The children of legal age while, due to their studies, they continue to permanently live with the Insured Party and under the economic dependency thereof.

3. The persons mentioned in paragraphs 1 and 2 of this section may under no circumstances be considered as third parties for the effects of this policy.
TENANT CIVIL LIABILITY.

Provided that it is mentioned as covered on the title page of the policy, the Company shall cover the civil liability of the Insured Party for damages to the Property occupied thereby as a dwelling, whose location is mentioned in the policy, which is occupied thereby as a tenant, provided that such damages are caused by Fire or Explosion and for which the Insured Party is civilly liable. This coverage and Family Civil Liability operate with a sole insured sum which shall be the maximum indemnity limit of damages caused by either of same or both.

d) Liabilities for damages suffered by the spouse, common-law wife and/or common-law husband, parents, children, brothers, mother and father in-law, brother and sister in-law and other relatives of the insured party who permanently live therewith.

e) Liabilities for participation in bets, races, sports contests or competitions as a professional of any sort or for the preparatory tests corresponding thereto.

DOMESTIC WORKERS CIVIL LIABILITY

This coverage is extended to cover outlaid medical expenses for accidents suffered by domestic workers, both within the insured domicile as well as outside said domicile, resulting from accidents suffered in the performance of duties related to the domestic services provided to the insured party. Up to two domestic workers are covered under this coverage and said costs shall be limited up to 600 days general minimum wage in force in the Federal District for each worker.

For the effects of this coverage, domestic worker should be understood as the person who provides cleaning and/or assistance services and other inherent services at the home of the insured party.

CIVIL LIABILITY EXCLUSIONS

Under no circumstances shall the company be liable for losses and damages resulting from:

a) Liabilities deriving from the breach of contracts or agreements.

b) Liabilities for substitute provisions or breach of contracts or agreements.

c) Liabilities deriving from the use, ownership or possession of vessels, airplanes or motorized land vehicles, unless they are to be exclusively used within the properties of the insured party and they do not require a license plate for the use thereof in public places.

d) Liabilities for damages suffered by the spouse, common-law wife and/

SECTION V. THEFT OF HOUSEHOLD ITEMS

If contacted and if expressly shown on the title page
of the policy, the properties defined within section II, contained under the following risks, are covered:

a) Theft of contents perpetrated by any person or persons who, with the use of violence, leave visible signs thereof on the property or the contents.

b) Theft of contents by assault or intent thereof, being understood as that perpetrated within the insured property by the use of force or violence, whether moral or physical on the persons occupying such property.

c) The material damages to the property or contents due to the theft mentioned in the above paragraphs or due to attempted theft.

Within this coverage and in particular for properties such as jewelry, furs, works of art, and difficult to replace articles, the maximum liability limit per article and/or set shall be 100 Days General Minimum Wage in Force in the Federal District, unless additional coverage is contracted for these sorts of properties.

EXCLUDED PROPERTIES THAT CAN BE COVERED UNDER EXPRESS AGREEMENT.

1. JEWELRY AND VALUABLES.

If contracted and expressly shown on the title page of the policy, Jewelry, furs, works of art and difficult to replace items are covered, and whose unit and/or set value is above 100 Days General Minimum Wage in Force in the Federal District.

It is understood and agreed that the limit established in this section shall be taken into account for each and every loss as a sub-limit of the insured amount of the coverage for Theft of Household Items.

EXCLUSIONS

a) Theft without violence, loss or abuse or trust.

b) Losses or damages of properties found in common areas and/or outdoors.

c) Cash in coins or banknotes and other negotiable and nonnegotiable instruments.

d) Jewelry, furs, works of art and difficult to replace items whose unit and/or set value is above 100 Days General Minimum Wage in Force in the Federal District, contained in vacant properties or structures or those used as weekend or holiday homes.

SECTION VI. MONEY AND SECURITIES

If contracted and expressly shown on the title page of the policy, cash in coins or banknotes, securities and other negotiable and nonnegotiable instruments owned by the insured party and found within the interior of the building are covered under the following risks.

a) Theft perpetrated by a person or persons, who, using violence leave visible signs thereof on the property or the contents.

b) Assault or attempted assault, being understood as assault perpetrated within the insured property by means of the use of force, or moral or physical violence on the persons occupying such property.

c) Material damages to the safes or vaults holding said cash, caused by the theft or attempted theft mentioned in the above paragraphs.

The maximum liability of the company shall correspond to the insured sum mentioned on the title page of the policy or that mentioned in the specification for each subsection.

EXCLUSION

a) Theft without violence, loss or abuse of trust.

SECTION VII. MEDICAL COSTS DUE TO ASSAULT

If, during the validity of this policy, and as a direct consequence of the theft by assault at the domicile specified on the title page of the policy, the Insured Party or his/her economic dependants were to suffer injuries and were forced to be submitted to medical treatment in order to regain good health, and provided that such medical treatment is provided by institutions or doctors who are legally authorized to practice medicine, the Company shall reimburse said costs up to the contracted insured sum.

EXCLUSIONS

a) Injuries suffered by the Insured Party and/
or the economic dependants thereof, not caused by theft with assault, as well as ailments and illnesses suffered prior to the insured event and the consequences thereof.

SECTION VIII. WINDOWS

If contracted and expressly shown on the title page of the policy, this coverage covers:

PROPERTY.
Accidental, sudden and unforeseen breakage of windows, domes and Plexiglas duly installed at the property, forming a fixed part of windows, doors and/or partitions, or duly installed in the building, whose minimum thickness is 4 mm.

CONTENTS.
Accidental, sudden and unforeseen breakage of windows, glass, mirrors and Plexiglas forming part of the furniture, and whose thickness is of 4 mm.

In both cases, properties and contents, the decoration of glass (silver plating gold plating, dyeing, painting, engraving, cuts, signs, highlighting and similar decorations) is covered.

The maximum liability of the company shall correspond to the insured sum specified on the title page of the policy or that mentioned in the specification for each subsection.

SECTION IX. ELECTRICAL HOUSEHOLD APPLIANCES EQUIPMENT

If contracted and expressly shown on the title page of the policy, the properties are covered which are mentioned in section II Contents, covered properties, paragraph c):

a) Neglect, carelessness or sabotage.

b) The direct action of electricity resulting from short circuit, electric arc and other similar effects, such as material damage by the indirect action of atmospheric electricity.

c) Design errors, construction defects, smelting and use of defective materials.

d) Labor defect and incorrect assembly.

e) Breakage of centrifugal force.

f) Foreign bodies that get into the insured properties.

This coverage operates with the following excess:

If the amount of the loss is less than $1,500.00 pesos, the loss shall be borne by the insured party; if it above said amount, the Company agrees to indemnify 100% of said loss up to the limit of the insured sum contracted for this coverage.

In the cases of partial loss, the amount of the indemnity shall only include the costs it is necessary to incur in order to leave the properties in similar operating conditions as those immediately prior to the occurrence of the loss.

Such costs shall be:

a) The repair cost according to the invoice presented by the Insured Party, including dismantling, reassembly, uninstalling, reinstallation, ordinary shipping, and customs duties, if any, while agreeing that the Company shall not respond for damages caused by the transportation of the properties to be repaired, but the Company binds itself to pay the sum of the insurance premium for transportations which the Insured Party should take out, and which covers properties damaged during transportation to and from the workshop where the repair is carried out, wherever such workshop is within the Mexican Republic. Airfreight costs may not be insured.

b) The costs for any provisional repair shall be borne by the Insured Party, unless they make up part of the costs of the definitive repair or if the Company has authorized such costs in writing.

c) The cost of effectuated reconditioning, modifications or improvements, not necessary for the repair of the damage, shall be borne by the Insured Party.

d) When the cost of the repair of one or more of the insured properties is more than the actual value thereof, the loss shall be considered as a total loss.

EXCLUSIONS

a) Defects that existed when the insurance policy came into effect, of which the Insured Party or his/her legal representative was aware.

b) Gradual wear and tear as a result of normal use or functioning, cavitations, erosions, corrosions, rust or incrustations.

c) Esthetic defects such as scratches of painted, polished or varnished surfaces.
d) Furthermore, the software and information installed in the equipment.

e) Maintenance costs of the equipment.

f) Damages to equipment or apparatus which have been soldered, patched or by any means provisionally repaired.

g) Damages to pieces of wearable rubber or plastics, changeable pieces, filters, refractories, as well as all kinds of non-fixes glass and pewter.

h) Damages to fuels, lubricants and other means of operations.

SECTION X. PERSONAL ITEMS

If contracted and expressly shown on the title page of the policy, personal items are covered against losses caused by theft with assault by means of the use of moral or physical violence or portable items of personal use temporarily outside the insured property and which are carried by the Insured Party, spouse, common-law wife and/or common-law husband and economic dependants permanently living at the insured domicile.

Loss or theft of articles mentioned in the above paragraph directly due to sudden accident or illness leading to loss of consciousness, bodily injuries and/or the demise of the Insured Party.

This coverage operates in national territory and/or abroad.

The maximum liability limit is $4,000.00 pesos for various articles up to the insured sum mentioned on the title page of the policy.

EXCLUSIONS

a) Theft without violence, oversight, loss or mysterious disappearance.

b) Cash, checks or other negotiable instruments.

SECTION XI. FAMILY ASSISTANCES

If contracted and expressly shown on the title page of the policy, the coverages of Family Assistances cover:

1. ASSISTANCE AT HOME AND ASSISTANCE ON TRIPS

ONE. The service corresponding to this coverage shall be provided to the individual who is specified as the insured party on the title page of the main policy, as well as the spouse and children thereof, provided that they live with the insured party and are economic dependants thereof.

TWO. Such coverage only includes the service of Home Assistance and assistance on trips described hereunder, for those policies for which such services have been contracted and shown to be covered on the title page of the policy.

THREE. The Company shall provide the requested services without limits of events as well as the assistance services mentioned in this contract, which shall be provided in accordance with the following conditions.

The services mentioned hereunder shall be deemed to be covered:

a) Plumbing. Rupture of pipes, breakage of valves and other fixed water installations located within the limits of the insured land.

b) Windows. Accidental, sudden, and unforeseen breakage of door glass or windows forming part of the exterior façade of the dwelling, including interior door glass and windows provided that they are installed and they form part of the building.

c) Electricity. Lack of electricity at the insured dwelling, resulting from faults or damage to the electrical installations at the insured dwelling.

d) Locks. Loss, misplacement or theft of keys or breakage of locks due to another accidental cause, which makes it impossible to enter the dwelling, as well as the opening of the vehicle of the titleholder of the policy, or the spouse or economic dependants thereof due to theft, loss or misplacement of keys thereof.

For the effects of locksmith work on the vehicle, it shall be necessary for the titleholder of the policy, the spouse or dependants thereof to show their Voters Card issued by the IFE (Federal Electoral Institute) or Driver’s License, and once the vehicle is opened it shall be necessary to prove ownership of the vehicle.

e) Building work. In case any of our tradesmen have performed any plumbing work causing damage to
floors, walls or ceilings, building services shall be provided and coordinated in order to repair said damage.

f) Connections with professionals or tradesmen who are able to advise and formulate estimates and, if applicable, perform the service requested by the insured party in any of the following specialties.

a) Plumbing.
b) Electricity.
c) Locks.
d) Windows.
e) Painting.
f) Carpentry.
g) Gardening.
h) Interior decorating.

In this case, the payment of workers and requested services shall be borne by the insured party, as well as the payments resulting from the execution of such services.

g) Coverages for Assistance on trips. The coverages for Assistance on trips shall be immediately provided within the Mexican Republic (From 50 km from the domicile declared by the insured party) and International trips, consisting of:

• Repatriation of mortal remains; In case of demise of the titleholder during a trip, the Company shall perform the necessary procedures for the transportation and repatriation of the body and cover the transportation costs up to the burial thereof.

The maximum limit for all such costs shall be an amount equal to 550 Days General Minimum Wage in Force in the Federal District if the demise occurs within the Mexican Republic and up to $5,000.00 USD if the demise occurs abroad.

• Repatriation of companions due to demise of the titleholder; Due to the demise of the titleholder, the Company shall also bear the transferal costs of the companions (spouse and children) to their respective domiciles or to the place of burial, provided that said transfer is unable to be effectuated in the means of transport used for the trip. The maximum limit for all such costs shall be up to $1,000.00 USD.

• Repatriation of companions due to illness of the titleholder; Due to illness or injury of the titleholder, the Company shall also bear the transferal costs of the companions (spouse and children) to their respective domiciles or to the place of burial, provided that said transfer is unable to be effectuated in the means of transport used for the trip. The maximum limit for all such costs shall be up to $1,000.00 USD.

• Transportation of a family member due to Hospitalization abroad in case the titleholder needs to be hospitalized for more than 5 days; In case the hospitalization were to be for more than five days, the Company shall cover the following costs:

Abroad, the sum of the round trip with a limit of $1,000.00 USD.

• Transportation of a family member due to Hospitalization within the Mexican Republic in case the titleholder needs to be hospitalized for more than 5 days; In case the hospitalization were to be for more than five days, the Company shall cover the following costs:

Within the Mexican Republic, the sum of the round trip of a relative to the place of hospitalization using the most fitting means of transport with a limit of $4,000.00 Mexican Pesos.

• Early return due to the demise of a family member; The Company shall cover the costs for the transportation of the titleholder when he/she must cut short the trip due to the demise of his/her spouse, parents, children, brothers or sisters and when said transportation is unable to be effectuated in the means of transport used for the trip. The maximum limit for all such costs shall be up to $1,000.00 USD if the insured party is found outside of the Mexican Republic, and the maximum limit if the insured party is found within the Mexican Republic shall be $4,000 Mexican Pesos.

• Coordination of advancement of funds; The transfer of cash shall be coordinated in order to deal with any emergency at the request of the titleholder or his/her legal representative, and following the outlay of any amount of money on the part of the Company, the Insured Party should transfer the equal amount in dollars or Mexican Pesos.

• Transportation in land ambulance to the closest hospital in case of serious illness or accident (National and International) 1 event per year; The Company shall meet the transportation costs resulting from an accident or illness by land ambulance or in the most ideal means of transport with the doctor designated by The Company in coordination with the treating doctor, to the appropriate hospital, or otherwise, depending on
the circumstances, to the usual domicile.

Coverage within the Mexican Republic and Abroad, 1 event per year.

The coverage limit within the Mexican Republic is $500 USD.

The coverage limit aboard is $1,000 USD.

• References of doctors and clinics (within the Mexican Republic and Abroad); The Titleholder shall have 24-hour access to a telephone service for doctors and hospitals in the entire Territory of the Mexican Republic, on National and International Trips.

• Sending of a specialist doctor to the corresponding hospital; If the titleholder is hospitalized or if, due to his/her transportation or repatriation, the doctor of the Company, in agreement with the treating doctor, determines the need to count on the services of a specialist doctor and such a doctor is not available at the place of hospitalization, The Company shall pay for the transportation of such professional to the corresponding hospital. The limit for this service is $1,000.00.

• Localization and sending of baggage documented on a commercial flight; The Company shall advise the insured company in filing a complaint of the theft or loss or baggage or personal effects and shall collaborate in the acts for the localization thereof. In case said properties are recovered, The Company shall pay the costs to send said properties to the destination of the trip established by the insured party or to his/her usual address.

• Administrative assistance in order to process the replacement of documents, visas, tickets, etc; In case of theft or loss of essential documents for the continuation of the trip, such as: passport, visa, airplane tickets, etc.

The Company shall provide the necessary information as well as the procedure to follow with the local authorities in order to obtain the replacement of said documents.

• Tourist Information; The Titleholder shall have 24-hour access to a tourist information telephone service on hotels, highways and immigration processes.

• Transmission of urgent messages; The Company shall take care of transmitting, at the expense thereof, urgent or justified messages of the insured party, regarding any events corresponding to the benefits mentioned in this policy.

The procedure for the provision of the “Home Assistance” and “Assistance on Trips” service shall be in accordance with the following conditions:

The sending of a tradesman shall be processed as soon as possible who shall perform the repair required in order to rectify, reestablish or replace the damaged property in the entire Mexican Republic, within a maximum of 24 hours after the loss is reported.

The sum of the materials and the cost of labor required to repair or replace the damaged property shall be borne by “THE COMPANY” up to the maximum limit of:

<table>
<thead>
<tr>
<th>Service</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBING</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>BUILDING WORK RESULTING</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>FROM PLUMBING</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>ELECTRICITY</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>LOCKSMITH</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>WINDOWS</td>
<td>$  500.00</td>
</tr>
</tbody>
</table>

The services shall be undertaken provided that there is no provision of authority impeding such services and that the condition of the installations permits the undertaking of such services.

In case the cost of the service exceeds the established limit, the tradesman shall provide an estimate and shall inform the insured party of the excess amount, and if the insured party agrees to pay the difference, the service shall be effectuated, and if the insured party refuses to pay the difference, “THE COMPANY” shall effectuate the repair or deliver the materials up to the established limit.

The services mentioned in this coverage shall be provided by companies or service providers designated by “THE COMPANY”, but always in the presence of the insured party or the person expressly authorized thereby.

“THE INSURED PARTY” shall supervise the services and shall have a guarantee of 90 calendar days as from the termination date of the work. The cost of said guarantee shall not be deemed as a loss.

EXCLUSIONS

Under no circumstances shall “THE COMPANY” be liable for:

A) PLUMBING.

a) The repair of damages or faults of any element other that pipes, valves and other fixed water installations
of the dwelling, as well as labor costs for building work needed to effectuate the repair.

b) Damages caused by filtration or damp when resulting from the rupture of pipes, valves or other fixed water installations.

c) Sanitary apparatus, boilers, heaters, radiators, air-conditioning apparatus and any domestic apparatus in general connected to the water pipes.

B) ELECTRICITY.

a) Elements corresponding to lighting such as lamps, light bulbs, spot lights, or florescent tubes, switches, sockets and electric pumps.

b) Damages suffered by electrodomestic apparatus and apparatus in general which function by means of the supply of electricity.

C) LOCKSMITH WORK

Opening of codified vehicle doors, replacement or cutting of keys, or the repair of damaged locks.

a) Elements corresponding to lighting such as lamps, light bulbs, spot lights, or florescent tubes, switches, sockets and electric pumps.

D) FOR ALL SERVICES.

a) Damages and contingencies intentionally caused by the insured party.

b) Damages caused by or directly or indirectly resulting from war, invasion, acts of foreign enemies, hostilities, warlike operations (whether or not ware has been declared), civil war and/or civil disturbances, uprising, insurrection, military power, confiscation, seizure, destruction or damage to the properties by order of any federal, state or municipal authority or events that lead to such factual and lawful situations.

c) Damages caused by or resulting from earthquake, volcanic eruption and/or hydrometeorological phenomena.

d) The services the insured party has contracted under his/her own responsibility, without the knowledge and authorization of “THE COMPANY” for “Assistance on Trips”.

When any of the events corresponding to the benefits guaranteed by this policy occur, the insured party shall request from the company, the type of service specified thereby, while specifying his/her information, policy number, as well as the location thereof, on the following telephone numbers:

Home assistance on telephone 52-30-71-71 (calling from the Federal District and metropolitan area) or Free phone 01 – (800)- 01-365-24 (from the rest of the Republic). Calls from abroad, 5255 5480 3842.

2. EXTENSION OF GUARANTEES OF NATIONAL AND INTERNATIONAL TRIPS

If contracted and expressly shown on the title page of the policy, this coverage shall cover:

• Assistance with medical costs; In case or injury or illness of the Titleholder, the Company shall bear the costs of hospitalization, surgical interventions, doctors fees and medicines prescribed by the treating doctor:
  • National: Coverage limit of $2,500 USD
  • International: Coverage limit of $5,000 USD

• Odontology Assistance; In case of a dental emergency suffered by the Titleholder, The Company shall bear the costs of dental treatment:
  • National: Coverage limit of $250 USD
  • International: Coverage limit of $500 USD

• Medical land transportation; In case of accident or illness of the Titleholder, The Company shall bear the cost of transportation in land ambulance of the Titleholder if thus required, to the closest hospital or otherwise, according to the joint criteria of the doctor of the mediator and the treating doctor, to another hospital or to the Titleholder’s usual address:
  • National: Coverage limit of $500 USD
  • International: Coverage limit of $1,000 USD

When any of the events corresponding to the benefits guaranteed by this policy occur, the insured party shall request from the company, the type of service specified thereby, while specifying his/her information, policy number as well as the location thereof, on the following telephone numbers:

Home assistance and assistance on trips on telephone 52-30-71-71 (calling from the Federal District and metropolitan area) or Free phone 01 – (800)- 01-365-24 (from the rest of the Republic). Calls from abroad, 5255 5480 3842.
3. MEDITEL

If contracted and expressly shown on the title page of the policy, this coverage covers:

- Medical treatment and consultation by telephone for unserious illnesses.
- Practical healthcare advice.
- Advise on preventative medicine.
- Advise in case of medical emergency.
- Contact with ambulances and intensive care in case of emergency.
- 24-hour home medical consultation from Monday to Friday and on holidays at preferential cost depending on the area or state where the medical care is required, available in Mexico City, Guadalajara, Monterrey and Puebla.
- Discounts with the presentation of the credential in participating opticians, drug stores, laboratories and dental offices.

When any of the events corresponding to the benefits guaranteed by this policy occur, the insured party shall request from the company, the type of service specified thereby, while specifying his/her information, policy number as well as the location thereof, on the following telephone numbers:

“MEDITEL” medical telephone service on telephone 52-30-71-71 (calling from the Federal District and metropolitan area) or Free phone 01 – (800) - 01-365-24 (from the rest of the Republic). Calls from abroad, 5255 5480 3842.

4. LAST EXPENSES

If contracted and expressly shown on the title page of the policy, this coverage covers:

The Company shall reimburse funeral costs resulting from the demise of the person who appears as being covered on the title page of the policy.

The insured party may choose to contract this coverage in order to cover:

a) The titleholder of the policy, or

b) The titleholder of the policy and economic dependants: Within the scope of the conditions, it is extended in order to cover:

- The spouse, common-law wife and/or common-law husband of the Insured Party.
- Children above 15 years of age and up to 25 years of age while, due to their studies, they continue to permanently live with the Insured Party under the economic dependency thereof.

The maximum liability of the company shall correspond to the insured sum mentioned on the title page of the policy or in the specification for each subsection.

The funeral costs which are covered are:

- Undertaking of administrative procedures.
- Transportation to funeral parlor within the town/city, Municipality or suburb where the body is located.
- Esthetic preparation of the body.
- Standard metal coffin.
- Use of implements and, if applicable, use of the wake room of the funeral parlor.
- Cremation of the body and urn.
- Transportation of the body for burial or cremation within the town/city, Municipality or suburb.

The reimbursement shall be paid to the relative of the deceased who proves to having effectuated the costs for the undertaken funeral service.

AGE

The age limits of admission set by MAPFRE SEGUROS, for the Insured Titleholders, Spouses, Common-law Wife and/or Common-law husband shall be a minimum 15 years of age and a maximum of 70 years of age, and for single children the maximum age limit shall be 25 years of age.

INCLUSION TO THE COVERAGE

Upon entering into the insurance contract, the economic dependants of the INSURED TITLEHOLDER may be included.

The Economic Dependents who are included in the coverage after the entering into of the contract shall be insured within thirty days thereafter without insurability requirements, provided that their ages are found within the limits established in the acceptance policy of MAPFRE TEPEYAC. The coverage shall become effective after three months as from the date on which the Economic Dependents of the INSURED TITLEHOLDER are included.
SUICIDE
The company shall reimburse the funeral costs resulting from the death of the person who appears as being covered on the title page of the policy even in the case of death by suicide provided that this occurred within the validity of the contract and of the respective insured party, whatever the cause and mental or physical condition of the insured party was.

COVERAGE CANCELLATIONS
The economic dependants who cease to fulfill the acceptance requirements for this coverage shall cease to be insured thenceforth.

Without prejudice to that established in Clause 6, PROCEDURES IN CASE OF LOSS, of the general conditions of the policy, the Insured Party or beneficiary, if applicable, should present the following documents to the Company:

a) Death certificate
b) Birth certificate of the deceased
c) Original receipts of costs related to the demise

EXCLUSIONS
This coverage excludes the following:

a) The events and acts deriving from terrorism, riot, commotion, civil disturbance or strikes.
b) Events or acts of the armed forces or police forces in times of peace.
c) Those deriving from radioactive energy.
d) Medical or hospital costs.
e) Administrative costs and services for deaths in which the Public Prosecutor or any other authority intervenes.
f) Transportation for the relatives or companions of the deceased.
g) Funeral events of a social or religious nature.

5. LEGAL ASSISTANCE
The contracting party shall receive specialized legal advice via telephone with respect to acts as an individual without this implying any liability for the actions the Insured Party decides to undertake.

When the Insured Party needs to effectuate a consultation, he/she may call telephone 52-30-71-71 for the Federal District and metropolitan area or Free phone 01-800-01-365-24 from the rest of the Mexican Republic, specifying the following data:

• Policy Number
• Company Name or Name

EXCLUSIONS
This coverage excludes the following:

a) Consultations related to the exploitation of an industry or business, the practice of a trade, profession or paid service or a post or activity of any sort, even if it is an honorary post or activity.

EXCLUSIONS FOR ALL COVERAGES

a) Destruction of the property and/or contents by acts of a legally recognized authority in the performance of the duties thereof.
b) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether or not war has been declared), civil war and/or civil disturbances with the nature of violent protest, uprising, insurrection, suspension of constitutional rights, rebellion, revolution, confiscation, seizure, requisition, nationalization, destruction or damages to the properties by order of any sworn in or de facto government or any federal, state or municipal authority, or events deriving from said situations or fact or law.
c) Expropriation, seizure or detention of the properties by the legally recognized authorities in the performance of their duties.
d) Nuclear reaction, nuclear radiation or radioactive contamination.
e) Loss of contents caused by looting or theft during or after any damage covered by the policy.

f) When the losses or damages derive from events caused by fraud, bad faith or serious neglect of the insured party, the beneficiary or the respective assignees thereof.

g) Terrorism and/or measures taken in order to impede, prevent, control or reduce the consequences deriving from any act or terrorism and/or any consequential damage deriving from an act of terrorism.

For the effects of this policy terrorism is understood as:

1. Acts of a person or persons, who for themselves, or in representation or someone or in connection to any organization or government, undertake activities with the use of force, violence or any other means with political, religious, ideological or any other ends, in order to overthrow, influence or pressure the sworn in or de facto government to take a decision or alter and/or influence the functioning of any sector of the economy, or otherwise,

2. The direct or indirect material losses or damages which, with remote or immediate origin, are the result of the use of explosives, toxic substances, firearms or any other violent or nonviolent means, against persons, things or public services and which, faced with the threat or possibility of being repeated, cause alarm, fear, terror or anxiety in the population or in a group or sector thereof.

ACTUALIZATION OF INSURED SUMS

Under this clause, the following actualizations of Insured Sums are taken into account:

a. Basic Actualization of Insured Sums (prior to the end of validity)

If mentioned on the title page of the policy, the insured sums shall be actualized, realized 45 days prior to the expiration of the policy, leading to the corresponding proportional increase of premiums and limits of the contract in accordance with the following criteria:

1. WITHOUT ACTUALIZATION OF INSURED SUMS. The policy shall be renewed without additional increases apart from those already realized.

2. NATIONAL CONSUMER PRICE INCREASE. The insured sum shall increase upon each renewal of the policy in accordance with the National Consumer Price Index (INPC, abbreviation in Spanish), published on a monthly basis by the Banco de México. The “INPC” shall be that accumulated over the previous twelve months.

3. FIXED PERCENTAGE. The insured sum shall increase upon each renewal of the policy in accordance with a fixed percentage established on the title page of the policy.

The insured sums shall be actualized taking into account the figures in thousands of pesos with a decimal point, closing same for the renewal thereof at zero decimals; and therefore, the number shall be actualized after the actualization of the insured sum in accordance with this clause, when the decimal is equal to or greater than 0.5 and the number shall be maintained after the actualization of the insured sum in accordance with this clause when the decimal is less than 0.5.

SPECIAL CONDITION "AUTOMATIC RENEWAL"

AUTOMATIC RENEWAL

Provided that it is specified as being covered on the title page of the policy, this clause binds the Company to automatically renew the policy under the terms and conditions in accordance with the clause of “Actualization of insured sums”, for successive periods of duration of one calendar year, unless either party opposes the renewal by means of written notification to the other party under the terms of the general conditions.

The insured party should pay the new premium, if applicable, in proportion to the actualization of the insured sums in accordance with that specified in “Actualization of Insured Sums”.

CONDITIONS APPLICABLE TO THE ENTIRE CONTRACT

CLAUSE 1. TERRITORIAL BORDERS

This policy shall only become effective for occurred losses and/or damages and costs incurred within the territorial borders of the United Mexican States, without prejudice to the provisions of section IV, Civil Liability, and section IX, Personal Items, and section XII, Family Assistances.
CLAUSE 2. INDEMNIFIABLE VALUE

In the cases of total loss, the Company shall pay the full amount of the suffered damages up to the insured amount, without exceeding the replacement value of the properties at the moment of the loss, having discounted the deductible and coinsurance, if applicable, specified on the title page of the policy.

CLAUSE 3. AUTOMATIC REINSTATEMENT

For the Building, Contents and Consequential Losses section, all indemnities the company pays shall reduce the Insured Sum by the same amount, while being able to be reinstated following prior acceptance of the Company at the request of the Insured Party who shall pay the corresponding premium.

For the coverages of Civil Liability, Windows, Theft/Burglary, Money, Personal Items and Electrodomestic Equipment, the insured sum is automatically reinstated by the same amount that is paid as indemnity, with the Insured Party being bound to pay the corresponding premium for said reinstatement calculated as from the date the loss occurred and discounting said premium from the settlement or otherwise it may be paid separately. If the payment of this reinstatement is not paid within thirty days after the date on which the settlement was signed, the insured sum shall be decreased by the same amount from the settlement.

If the policy includes various subsections, the decrease or reinstatement shall apply to the affected subsection or subsections.

CLAUSE 4. OTHER INSURANCE POLICIES.

If the Insured Party or the representative thereof contracts other insurance policies during the validity of this policy covering the same risks as the properties or persons covered herein, the Insured Party shall be bound to immediately inform the Company thereof in writing, specifying the name of the Insurance Companies and the Insured Amounts.

If the Insured Party intentionally fails to provide said notice or if he/she contracts other insurance policies in order to obtain illicit benefit, the Company shall be released from its obligations.

CLAUSE 5. AGGRAVATION OF THE RISK.

The Insured Party should notify the Company of any circumstance which, during the validity of the policy, leads to a material aggravation bearing on the covered risks, within 24 hours after the movement whereby the Insured Party is made aware thereof. If the Insured Party fails to provide such notice or if a material aggravation is caused to the risk, the obligations of the Company shall thereafter cease to be effective.

CLAUSE 6. PROCEDURES IN CASE OF LOSS.

I. SAFEGUARD OR RECOVERY MEASURES.

Upon learning of a loss caused by any of the risks covered by this policy, the Insured Party shall be bound to execute all the acts tending to avoid or lessen the damage, if there is no danger of delay, the Insured Party shall ask for instructions from the Company and shall implement the instructions given thereby.

The costs effectuated by the Insured Party which are not manifestly inappropriate, shall be covered by the Company and if the Company gives instructions, said costs shall be anticipated.

Without the consent of the Company, the Insured Party is impeded from varying the condition of things, except for reasons of public interest or in order to avoid or lessen the damage.

If the Insured Party breaches its obligation to avoid or lessen the damage or to conserve the invariability of things, the Company shall be entitled to reduce the indemnity up to the value that would have been reached if said obligation were to have been complied with. If said obligation is breached by the Insured Party with fraudulent intent, the Insured Party shall forfeit its rights against the Company.

II. NOTIFICATION OF LOSS.

Upon the occurrence of a loss which could lead to indemnity in accordance with this insurance policy, the Insured Party shall be bound to report said loss by telephone as soon as possible and to ratify the loss in writing to the Company within a maximum term of five days as from the moment the Insured Party becomes aware thereof, except in case of acts of God or force majeure, in which case such notice should be given as soon as the act of God or force majeure ceases.
Failure to provide due notice may lead to the indemnity being reduced to the amount the loss would have been if the Company would have received prompt notification thereof.

III. RIGHTS OF THE COMPANY.

In case of damages in accordance with the terms of this insurance contract, affecting the property or contents, the Company may opt to replace them or repair them to the satisfaction of the Insured Party, or otherwise to pay in cash the replacement value thereof on the date of the loss, without exceeding the valid insured sum.

In case of theft or any other crime which could lead to a claim in accordance with this policy, the Insured Party shall provide immediate notification to both the Company as well as the competent authority in order to achieve the recovery of the properties or the sum of the corresponding damage.

If thus requested, the Insured Party 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 Party or to settle any 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.

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

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

IV. DOCUMENTS, DATA AND REPORTS THE INSURED PARTY SHOULD PROVIDE THE COMPANY WITH:

The Insured Party should accredit the precision of its complaint and of how many claims are consigned therein. The Company shall be entitled to demand from the Insured Party or beneficiary, all kinds of information on the facts related to the loss and whereby the circumstances of the realization and consequences thereof should be determined, and in order to facilitate the process of the loss, the Insured Party shall deliver the following data and documents to the Company as soon as possible:

a) An itemization of damages caused by the insured event, specifying in the most detailed and precise manner possible, the affected properties as well as the sum of the corresponding damage, taking into account the replacement value of said properties at the moment of the loss.

b) A detailed list of all the existing insurance policies on the properties.

c) All the plans, projects, books, receipts, invoices, copies or duplicates of invoices, transport maps, explanatory documents, instruments and whatsoever documents which serve to support the claim.

d) All the data related to the origin and cause of the damage, as well as the circumstances in which the damage was caused and, at 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 that were to have intervened in the investigation of the loss or the event related thereto.

e) Medical costs for assault. For the indemnity of this coverage, if contracted, the following documents shall be requested:
   • Certified copy with original seals of the report filed before the public prosecutor by the insured party.
   • Corresponding invoices of medical fees and medicines.

Dealing with Civil Liability, the Insured Party, in case of a lawsuit, should provide all the necessary data and evidence for the defense of all civil actions filed as a consequence of a complaint or claim directly or indirectly deriving from any accident related to the risks covered by this policy.

The Insured Party shall be obliged to attend all the administrative or judicial proceedings to which he/she is summoned by the competent authority resulting from the event that led to the presentation of a claim made to the Company. The breach of this obligation on the part of the Insured Party shall nullify the obligations this Coverage imposes upon the Company in favor thereof, provided that such breach were to be cause for the Insured Party to be declared responsible when otherwise the Insured Party would not have been declared responsible. Immediately upon reception, the Insured Party should send to the Company all correspondence, petitions, claims, court orders, summonses or citations related to any claim covered by this policy. The Company shall not be bound by recognition of debts, transactions or whatsoever other legal acts
or a similar nature made or concerted without the knowledge thereof.

CLAUSE 7. MEASURES THE COMPANY MAY TAKE IN CASE OF LOSS.

In all cases or losses which destroy or prejudice the properties, and until such time as the amount of the corresponding indemnity has been definitively fixed, the Company may:

a) Enter the properties or premises where the loss occurred in order to determine the cause and extent of the loss.

b) Examine, classify and value the properties wherever they are found. Under no circumstances shall the Company be obliged to take responsibility for the sale or liquidation of the properties or the remainder thereof, nor shall the Insured Party be entitled to abandon same to the company.

CLAUSE 8. LOSS ADJUSTER’S REPORT.

In case of disagreement between the insured party and the Company regarding the sum of any loss or damage, the matter shall be submitted to a report of a loss adjuster named by common agreement in writing by both parties; but if they were to fail to reach an agreement to the naming of one sole loss adjuster, two shall be named, one by each party. Such naming of said loss adjusters shall be done within 10 days as from the date on which either party was required to do so by the other party. Prior to commencing with their duties, both loss adjusters shall name a third loss adjuster in case of disagreement.

If either party were to refuse to name a loss adjuster or simply failed to do so when thus requested by the other party, or if the loss adjusters failed to reach an agreement in the naming of the third loss adjuster, at the request of either party the Judicial Authority shall name the loss adjuster, the third loss adjuster, or both loss adjusters, if thus necessary.

The demise of either party, when such party is an individual, or the dissolution thereof if such party is a corporate entity, which occurs during the formulation of the loss adjuster’s report shall not annul or affect the powers or authority of the loss adjuster, the loss adjusters or the third loss adjuster, whatever the case may be, or if either loss adjuster of the parties or the third loss adjuster were to meet his/her demise prior to the rendering of the report, another loss adjuster shall be designated by the corresponding party (the parties, the loss adjusters or the judicial authority) in order to replace such expert.

The costs and fees deriving from the report of the loss adjuster(s) shall be borne by the Company and the Insured Party in equal parts, but each party shall cover the fees of its own loss adjuster. The loss adjuster’s report referred to in this clause does not signify the acceptance of the claim on the part of the Company; but rather such report shall simply determine the circumstances and the amount of the loss which the Company may eventually be obliged to indemnify after applying the deductible, with the parties being free to exercise the action and oppose the corresponding motions.

CLAUSE 9. FRAUD, DECEIT OR BAD FAITH.

The obligations of the Company shall be annulled:

a) If the Insured Party or the representatives thereof, attempting to force the Company into error, were to conceal facts or make imprecise declarations of fact which could exclude or restrict said obligations.

b) If, with the same intention, they fail to deliver to the Company the documents mentioned in Clause 8, section VI.

c) If there were to exist fraud or bad faith in the loss or claim on the part of the Insured Party, the beneficiaries or the legal representatives thereof.

d) If the loss is due to serious neglect of the Insured Party.

CLAUSE 10. PREMIUMS.

The premium to be borne by the Insured Party is due at the moment this contract is entered into.

If the Insured Party opts to pay the premium in installments, the payments should be for periods of equal duration of no less than one month and they shall be due at the beginning of each agreed period, and the financing rate for payments in installments agreed between the insured party and the Company on the date the agreement is entered into shall apply.

If the premium or any part thereof, in case of payment in installments, were not to be paid within the agreed term, which may be no less than three calendar days
or no more thirty calendar days after the due date, the effects of the contract shall automatically cease at twelve hundred hours of the last day of such period. In case the term was not agreed upon, the greater term shall apply.

In case the insured party were to have asserted his/her prior consent in writing, the sum of the premium may be paid by bank deposit, credit card charge or checking account charge. The account statement where the corresponding charge appears shall be proof of said payment.

The Insured Party shall enjoy a grace period of 30 calendar days in order to liquidate the total of the premium or each of the agreed installments; the effects of the contract shall automatically cease at 12:00 of the last day of the corresponding term.

In case of a loss, the Company shall reduce the total or the premium pending payment or installments from the due indemnity, until the totality of the premium corresponding to the contracted insurance period is completed.

REQUEST FOR INFORMATION.

During the validity of the policy, the contracting party may request in writing for the company to inform him/her of the percentage of the premium which, as direct compensation or commission, corresponds to the broker or corporate entity for his/her/its intervention in the entering into of the agreement. The company shall provide such information in writing or by electronic means, within ten working days after the date the request was received at the latest.

CLAUSE 11. RESTORATION.

Notwithstanding the provisions of Clause “10 PREMIUMS” of these General Conditions, the Insured Party may, within 30 days after the last day of the grace period specified in said Clause, pay the premium of this insurance policy or the corresponding part thereof, if payment in installments has been agreed; in which case, by the sole fact of said payment, the effects of this insurance policy shall be restored as from the time and date shown on the proof of payment, and the original validity shall be automatically extended for a period equal to that between the last day of said grace period and the time and date when the restoration becomes effective.

However, if at the latest upon effectuating the payment in question, the Insured Party requests in writing for the insurance policy to conserve its original duration, 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 Contract of Insurance Law, whose initial and last moments are specified at the end of the above paragraph.

In case the time is not shown on the proof of payment, the insurance shall be deemed to be restored as from twelve hundred hours on the payment date.

Without prejudice to the automatic effects, the restoration mentioned in this Clause should be recorded by the Company for administrative purposes on the receipt emitted for the corresponding payment and on any other document emitted after said payment.

CLAUSE 12. SUBROGATION OF RIGHTS.

Under the terms of the Contract of Insurance Law, the Company shall subrogate the rights of the Insured Party up to the paid amount, as well as the corresponding actions against the authors or responsible parties of the loss. If the Company should so request, at the expense thereof, the Insured Party shall register the subrogation in a public document. If, by acts or omissions of the Insured Party, the subrogation is impeded, the Company shall be released from its obligations.

If the damage were to be only partially indemnified, the Insured Party and the Company shall agree to assert their rights at the corresponding proportion.

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

CLAUSE 13. PLACE OF PAYMENT OF THE INDEMNITY.

The Company shall effectuate the payment of any indemnity at its offices, within 30 days following the date on which it received the documents and reports which enable the company to learn of and determine the basis and amount of the claim, under the terms of clause 6 of this policy.

CLAUSE 14. JURISDICTION.

The geographical jurisdiction in order to file claims on matters of insurance shall be determined, at
the choice of the claimant, by way of the domicile of any of the divisions of the National Commission for the Protection and Defense of Users of Financial Services. Furthermore, the Court of the domicile of said division shall be competent; any agreement to the contrary of that specified in this paragraph shall be null. In case of legal action, MEPFRE TEPEYAC should be summoned at the domicile specified on the title page of the policy.

In case of dispute, the petitioner shall have the prerogative of attending the National Commission for the Protection and Defense of Users of Financial Services at the Central offices or regional offices thereof; the Customer Service Office of the Company or directly before the competent courts.

CLAUSE 15. COMMUNICATIONS.

Any declaration or communication related to this contract should be sent to the Company in writing, to the address appearing on the title page of the issued policy.

CLAUSE 16. EARLY TERMINATION OF THE CONTRACT.

Notwithstanding the term of validity of the contract, the parties agree that the contract may be terminated early by means of written notification. When the Insured Party terminates the contract, the Company shall be entitled to the part of the premium corresponding to the time during which the insurance policy were to have been in force in accordance with the following tariff for short-term insurance.

TARIFF FOR SHORT-TERM INSURANCE

<table>
<thead>
<tr>
<th>TIME IN FORCE</th>
<th>PERCENTAGE OF ANNUAL PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 a 3 months</td>
<td>40%</td>
</tr>
<tr>
<td>3 a 4 months</td>
<td>50%</td>
</tr>
<tr>
<td>4 a 5 months</td>
<td>60%</td>
</tr>
<tr>
<td>5 a 6 months</td>
<td>70%</td>
</tr>
<tr>
<td>6 a 7 months</td>
<td>75%</td>
</tr>
<tr>
<td>7 a 8 months</td>
<td>80%</td>
</tr>
<tr>
<td>8 a 9 months</td>
<td>85%</td>
</tr>
<tr>
<td>9 a 10 months</td>
<td>90%</td>
</tr>
<tr>
<td>10 a 11 months</td>
<td>95%</td>
</tr>
<tr>
<td>11 a 12 months</td>
<td>100%</td>
</tr>
</tbody>
</table>

When the Company terminates the contract, it shall do so by means of written notification to the Insured Party, with the termination of the insurance policy coming into effect 15 days after the notification date, and the Company shall return to the Insured Party, the part of the unaccrued premium, and without this requirement it shall be deemed not to have been done.

The Company shall return the totality of the premium in proportion to the time of validity not yet passed, at the latest upon effectuating said notification, and without this requirement it shall be deemed not to have been done.

CLAUSE 17. CURRENCY.

Both the payment of the premium as well as the indemnity in accordance with this policy are payable under the terms of the Monetary Law in force on the payment date thereof, at the offices of the Company.

CLAUSE 18. PRESCRIPTION.

All actions deriving from this Insurance Contract shall prescribe in two years as from the date of the event leading to such actions under the terms of Article 81 of the Contract of Insurance Law, except for the exceptional cases established in Article 82 of said Law.

The prescription shall be interrupted not only due to ordinary causes, but also for those causes established by the National Commission for the Protection and Defense of Users of Financial Services.

CLAUSE 19. PAST DUE INTEREST.

In case the Company, regardless of having received the documents and information enabling it to learn of the basis of the claim presented thereto, fails to comply with the obligation of paying the indemnity, capital or rent under the terms of Article 71 of the Contact of Insurance Law, the Company should cover its obligation to the Insured Party, beneficiary or damaged third party, even when it is an extrajudicial claim, in accordance with the provisions of Article 135 of the General Mutual Insurance Company Law.

CLAUSE 20. BENEFITS FOR THE INSURED PARTY.

If, during the validity of this Policy, the registered tariffs were to decrease, upon the termination of such validity or before it is thus requested by the Insured Party, the Company shall reimburse the difference between the agreed premium and the modified premium, as from the date of said decrease
up until the termination of the insurance policy.

**CLAUSE 21. ARTICLE 25 OF THE CONTRACT OF INSURANCE LAW.**

“If the content of the policy or the modifications thereof are not in accordance with the offer, the Insured Party may request the corresponding rectification within 30 days after having received the policy.

After said term, the stipulations of the policy or the modifications thereof shall be deemed to have been accepted.”

“The contractual documents and the technical note making up this product are registered before the National Insurance and Sureties Commission, in accordance with the provisions of articles 36, 36-B and 36-D of the General Mutual Insurance Company Law, under registration number PPAQ-S0041-0003-2008, dated JAN/16/2008.”

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**ENDORSMENT OF HYDROMETEOROLOGICAL PHENOMENA**

Endorsement in order to cover material damages directly caused by hydrometeorological phenomena.

**CLAUSE 1. COVERAGE.**

Subject to the general and special conditions of the policy by which this endorsement is bound and with a limit in the contracted insured sum, the corresponding properties of the insurance policy are covered against material losses and damages directly caused by mudslides, hail, frost, hurricane, flooding, rainwater flooding, tidal wave, sea swell, snowfall and storm winds.

The following definitions shall apply for the effects of this policy:

a) Mudslides
   Sliding of mud caused by floods or rains.

b) Hail
   Atmospheric precipitation of water that falls with force in the form of hard and compact ice crystals. Under this heading, damages are covered which are caused by the obstruction of sewage manholes and the drainage systems located within the insured plots of land and rainwater drainpipes caused by hail accumulated therein.

c) Frost
   Climate phenomena consisting in the unexpected drop in temperature to a level equal to or below freezing point of the water in the place where the frost occurs.

d) Hurricane
   Water flow and extremely high winds moving in a circular trajectory around a low-pressure center, over a marine or land surface with peripheral speeds of winds of direct impact equal to or above 118.00 kilometers per hour, identified by the National Meteorological Service.

e) Flooding
   The accidental temporary coverage of the ground by water resulting from deviation, overflowing or bursting of the banks or retaining walls of rivers, canals, lakes, dams, tanks and other natural or manmade water deposits or currents.

f) Rainwater flooding
   The accidental temporary coverage of the ground by rainwater resulting from the unusual and rapid accumulation or displacement of water from extraordinary rains in accordance with either of the following events:

   - when the rains reach at least 85% of the considered average of the maximum rainfall of the region over the last ten years, in accordance with the procedure published by the Mexican Association of Insurance Companies (A.M.I.S. abbreviation in Spanish), measured at the closest meteorological station, certified by the National Meteorological Service of the National Water Board, or

   - when the insured properties are found within the flooded area which has covered at least one hectare.

g) Sea swell
   Alteration of the sea which manifests itself with a rise in sea level due to a meteorological depression or disturbance combining a drop in atmospheric pressure and a cutting force on the surface of the sea caused by winds.

h) Tidal wave or tsunami
   Damage by the water caused by the violent agitation of the sea resulting from a tremor of the seabed which elevates the sea level and which spreads to the coast leading to flooding.
i) Snowfall
Precipitation of ice crystals in the shape of flakes.

j) Storm winds
Winds which reach at least the category of a tropical depression, tornado or level 8 according to the Beaufort scale (62 kilometers per hour), according to the National Meteorological Service or registries recognized thereby.

The applicable coverage shall be that which immediately leads to the direct damages to the insured properties, regardless of the meteorological phenomena causing such damages.

CLAUSE 2. EXCLUDED PROPERTIES THAT COULD BE COVERED BY MEANS OF EXPRESS AGREEMENT.

The properties specified hereunder are excluded from the coverage and may only be protected under such coverage by means of the express agreement between the Insured Party and the Company, separately establishing insured sums as sub-limit and by means of the collection of the corresponding additional premium. The Company shall provide a written record of the above.

1. Finished buildings, partially or totally lacking roofs, walls, doors or windows, provided that said buildings have been designed and/or built in order to operate under such circumstances, in accordance with the building regulations of the region in force on the date of construction.

2. Fixed equipment and/or machinery and the installations thereof found fully or partially in the open-air or which are found within buildings partially or totally lacking roofs, doors, windows or walls provided that said buildings have been specifically designed to operate under such conditions and that they are duly anchored.

3. Fixed properties other than machinery which, by the nature thereof are exposed to the elements, being understood as properties found outside of buildings or inside buildings, totally or partially lacking roofs, doors, windows or walls, such as:

   a) Swimming pools.

   b) Signs and notices.

   c) Paths, walkways, streets or patios within the plots of land of the insured party.

   d) Decorative elements of exterior areas.

   e) Sports installations or courts.

   f) Lamps.

   g) Retaining walls of reinforced concrete, walls, boundary railings and/or fencing and the doors or gates thereof.

   h) Palm shelters and pergolas.

   i) Watering systems, including the connections and pipes thereof.

   j) Transmission and/or reception towers and antennas.

   k) Metal or plastic tanks or silos.

4. Real estate properties or the part of the property in basements or semi-basements, being considered as:
any premises where the totality of its boundary walls are totally or partially below the natural level of the land.

CLAUSE 3. GENERAL EXCLUSIONS.

Applicable to all sections of the coverage.

1. Excluded properties.

This Company shall under no circumstances be liable for losses or damages to:

   a) Properties exposed to the elements.

   b) Finished buildings, which, due to the nature of the use thereof, partially or totally lack doors, windows or solid complete walls, when said buildings have not been designed to operate under such conditions, in accordance with the building regulations of the region in force on the date of construction. This exclusion also applies to the contents of such buildings.

   c) Contents and stock of the properties mentioned in clause 2, paragraph 1, unless the roofs, walls, doors or exterior windows of such buildings are destroyed or damaged as a direct result of the risks covered by this Endorsement, causing cracks or crevices into which water, hail, mud, wind or snow has entered. This exclusion does not apply to damages caused by the risks of flooding or rainwater flooding.

   d) Crops in cuttings, lots, vegetable gardens, plants,
trees, woods, lawns, gardens.

e) Buildings or constructions with walls and/or roofs of plastic or textile canvases.

f) Animals.

g) Stagnant waters, flowing waters, rivers, aquifers.

h) Lands, including surfaces, landfills, drainage, sewer systems.

i) Dikes, points, breakwaters, natural deposits, canals, wells, tunnels, bridges, floating equipment, floating installations.

j) Foundations and underground installations.

k) Piers and/or any type of property totally or partially on or under water.

l) Damage to beaches or loss of beaches.

m) Golf courses.

n) Transmission and/or distribution lines.

o) Buildings undergoing demolition.

p) Building under construction at the moment the policy is contracted.

q) Buildings undergoing repair or reconstruction when their roofs, walls, doors and exterior windows have not been completed.

r) All properties located between the retaining wall closest to the beach or coast and the shore line, or properties located within the federal zone, whichever is less.

s) Retaining walls made from materials other than reinforced concrete.

t) Properties located in zones considered, by the Bureau of Civil Protection and their regional Offices, to be at high risk of flooding or mudslides.

2. Excluded risks.

Under no circumstances shall the Company be liable for losses or damages caused by:

a) Wetting or damp or the consequences thereof due to filtrations:
  • Of subterranean waters or aquifers.
  • Due to faults in the design or construction of roofs, walls or floors.
  • Due to cracks or fractures of foundations or retaining walls.
  • Due to the poor application or deficiencies of waterproofing materials.
  • Due to lack of maintenance.
  • Due to lack of roofs, doors, windows or walls, or openings in same, or due to construction faults thereof.

b) Damping, wind, hail, snow or rain in the interior of buildings or on the contents thereof unless resulting from the fact that the roofs, walls, doors or windows of such buildings have been destroyed or damaged as a direct result of winds, water, hail, snow or the accumulation thereof, causing cracks or crevices into which water, snow or wind enters. This exclusion does not apply in case of flooding or rainwater flooding.

c) Corrosion, rust, erosion, mold, plagues of all species and any other gradual deterioration resulting from environmental and natural conditions.

d) The retreat of water from the sewer and/or lack or insufficiency of drainage in the plots of land of the Insured Party.

e) The natural action of the tide.

f) Flooding, rainwater flooding or mudslides only confined to the locations where the properties of the insurance policy are found.

g) Direct contamination by rainwater, unless a physical damage covered by this endorsement has been caused to the insured installations.

h) Undermining of buildings located in the first line of construction to the sea shore, unless they are protected by retaining walls with foundations of reinforced cement or protected by breakwaters with tetrapods of reinforced concrete. Exempt from this exclusion are the buildings and contents thereof found more than 50 meters away from the high tide shore line or more than 15 meters above sea level.

i) Loss or damages, preexisting at the beginning of validity of this insurance policy, whether or not such losses or damages were known by the Insured Party.

j) Losses or damages of any sort caused by construction or design faults, or by lack of maintenance of the insured properties.
k) Damages caused by contamination, unless the covered properties suffer direct material damages caused by covered risks. Losses or costs deriving from the cleaning or decontamination of the environment (land, subsoil, air or waters) are also not covered.

l) Any material or consequential damage deriving from the lack of water, electricity, gas or any raw material supply when the lack of supply is the result of any hydrometeorological phenomena.

m) Robbery, theft, disappearance, looting or burglary performed during or after any hydrometeorological phenomena.

CLAUSE 4. DEDUCTIBLE.

For each claim for material damages caused by the risks covered by this endorsement, or removal of rubble, in case this coverage were to be contracted, a sum shall always be borne by the insured party, equal to the percentage specified in the following table on the actual or replacement value of the insured properties, according to that contracted in this policy.

<table>
<thead>
<tr>
<th>Region</th>
<th>Deductible</th>
<th>Deductible for locations located on the sea shore, lake or lagoon shore, or with glass facades, or with walls of light materials or closed buildings with palm roofs/*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfa 1 Yucatan Peninsula</td>
<td>2%</td>
<td>5%</td>
</tr>
<tr>
<td>Alfa 1 South Pacific</td>
<td>2%</td>
<td>5%</td>
</tr>
<tr>
<td>Alfa 1 Gulf of Mexico</td>
<td>2%</td>
<td>5%</td>
</tr>
<tr>
<td>Alfa 1 Rest of the Republic</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>Alfa 2</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>Alfa 3</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>

/* Also including closed buildings with solid walls and roofs made from palm, guano, roofing board, straw or hay.

The deductible shall apply separately with respect to each building and the contents thereof. If the insurance policy includes two or more buildings or the contents thereof, the deductible shall apply separately for each of same.

When dealing with the properties specified in clause 2 of this endorsement, the applicable deductible shall be 15% of the insured sum contracted for such properties at the effected location.

If at the moment of contracting the policy, the insured party promptly declared the insured properties exposed to the elements with the detail of their values, the applicable deductible shall be 5% on the declared value of the properties exposed to the elements as a whole.

If the coverage of consequential losses has been contracted, the deductible specified on the title page and/or coverage specification of this policy shall apply.

If the coverages for earthquake and hydrometeorological risks are contracted for the same location and an event occurs causing direct indemnifiable damages by earthquake and by tsunami, one sole deductible shall apply, being that of the risk whose stipulated deductible is greater.

CLAUSE 5. COINSURANCE.

In order to issue this policy, it is an indispensable condition for the Insured Party to bear 10% of the indemnifiable loss or damage that occurs to the insured properties, and, if applicable, to the consequential losses and removal of rubble, if such coverages have been contracted.

For properties mentioned in clause 2 of this endorsement, the applicable coinsurance shall be 20% of the sum of the indemnifiable loss or damage.

For tidal wave/tsunami coverage, the Coinsurance shall be that established for earthquake coverage, in accordance with the tariff of the Mexican Association of Insurance Companies (A.M.I.S. abbreviation in Spanish).

These coinsurances shall apply after discounting the applicable deductibles.

CLAUSE 6. INTEGRATION OF CLAIMS FOR A HYDROMETEOROLOGICAL EVENT

All the losses deriving from the covered risks of protected properties shall be considered as one sole loss if such losses occur during an event which continues for a period up to 72 hours as from the commencement of the damage to the insured properties for all the risks specified in Clause 1, except for flooding, in which case the period shall be extended up to 168 hours. Any event exceeding 72 consecutive hours for all the risks specified in Clause 1 or 168 hours for flooding, shall be considered as
two or more events, taken in multiples of the limits specified in this clause.

**CLAUSE 7. EARLY TERMINATION OF THE CONTRACT**

Notwithstanding the term of validity of the contract, the parties agree that the contract may be terminated early by means of written notification. When the Insured Party terminates the contract, the Company shall be entitled to the part of the premium corresponding to the time during which the insurance policy were to have been in force in accordance with the following tariff for short-term insurance (in percentage of the annual premium):

- Up to 1 month: 35%
- Up to 2 months: 50%
- Up to 3 months: 65%
- Up to 4 months: 80%
- Up to 5 months: 95%
- More than 5 months: 100%

When the Company terminates the contract, it shall do so by means of legal notification to the Insured Party, with the termination of the insurance policy coming into effect 15 days after the notification date, and the Company shall return to the Insured Party, the part of the unaccrued premium upon undertaking said notification at the latest, and without this requirement it shall be deemed not to have been done.

**CLAUSE 8. GENERAL DEFINITIONS**

a) **Sewer system**

Network of underground canals which, along the length of the streets, receive sewage water and domestic and industrial waste, as well as rainwater, being carried to purifying installations, or which are emptied into a river of the sea.

b) **Rainwater drainpipe**

A channel installed from the roof of a building down to ground level in order to channel rainwater.

c) **Property**

Any property which, by the nature thereof, may be moved from one place to another, such as potable machinery, furniture, stock, raw materials, finished products or products being made, spare parts, accessories, among others.

d) **Foundation**

Part of the building below ground level or below the first accessible floor, made of masonry, reinforced concrete, steel or concrete, which transfers the loads that supports a structure to the subsoil.

e) **Solid construction**

Buildings, which include the following in the construction thereof:

- Walls: of stone, brick, surrounds, cement block, limestone, adobe or reinforced concrete. Sections of glass block are permitted in these walls.
- Mezzanines: of metal vault, arches, siporex, steel flagstone, tridilosa, brick vault over iron frame or reinforced concrete.
- Roofs: of concrete, brick vault, tie-beams and arches, siporex, steel flagstone, tridilosa with reinforced concrete or concrete mixture with a minimum thickness of 2 ½ centimeters.
- Structure: of structural steel, reinforced concrete, at the base load-bearing walls made from concrete, brick, adobe or masonry.

Those building containing the following are considered as solid constructions:

- Walls or roofs: of metal lamina, multi-panel or asbestos, when such materials are present over a surface area of more than 20% of the total of the walls or roofs.
- Facades: of glass, provided that they are designed and made in accordance with the construction regulations in force at the moment the building is constructed.

f) **Artificial water deposits or flows**

Vessels, reservoirs, dams, wells, manmade lakes, river channels and open-air outlets.

g) **Natural water deposits or flows**

Those coming from tributaries, rivers, springs, brooks or streams, waters contained in lakes or lagoons.

h) **Building under demolition**

Building or construction in which intentional any premeditated work is being performed, whose purpose is the partial or total dismantling, collapse or destruction thereof.
i) Building undergoing reconstruction
Building or construction in which planned and organized work is being performed, whose purpose is to reconstruct it, reestablishing the same physical and functional characteristics as those originally conceived.

j) Building undergoing remodeling
Building or construction in which work is being performed in order to modify or transform it, partially or totally varying its physical and functional characteristics, but provided that it does not imply the modification of its structural support or skeleton.

k) Building under repair
Building or construction in which physical work is being performed in order to return the property to its physical condition or functionality it had immediately prior to the occurrence of the material damage which led to said works.

l) Finished building
The property ready for occupation, which has all its windows and glass installed, finished floors, and with its doors, walls and roofs in place.

m) Lack or insufficiency of drainage in the properties of the insured party.
Lack or insufficiency of capacity of the waste water and rainwater drainage systems of the hydrosanitary installation of the insured property in order to clear the waste created in the use of the property or the capture of rainwater, and which causes saturation of said systems, leading to the overflowing thereof.

n) Retaining walls
Those which confine and retain the land, and which may below the level of the lowest accessible floor, also functioning as foundations and which may be independent, found outside the building without receiving any load and not attached to the structure of the building.

o) Walls made from light materials
Those made from materials other than stone, brick, surrounds, cement block, limestone, adobe or reinforced concrete.

p) Locations situated in the first line of construction to the sea, lake or lagoon shore
Group of insured properties under one sole domicile where the first building in a straight line to the water source is found at least:

- 500 meters from the high tide shore line.
- 250 meters from the “stream” of the lake or lagoon.

“The contractual documents and the technical note making up this product are registered before the National Insurance and Sureties Commission, in accordance with the provisions of articles 36, 36-B and 36-D of the General Mutual Insurance Company Law, under registration number 06-367-111-3 1/1693, dated September 5, 2006.”

ENDORSEMENT OF EARTHQUAKE AND/OR VOLCANIC ERUPTION

Subject to the general and special conditions of the policy by which this endorsement is bound and with a limit in the contracted insured sum, the corresponding properties of the insurance policy are covered against material losses and damages directly caused by Earthquake and/or Volcanic Eruption.

The damages covered by this coverage which are caused by Earthquake and/or Volcanic Eruption shall lead to a separate claim for each of such phenomena; but if various of such events occur within a period of 72 consecutive hours during the validity of the contract, they shall be deemed to be one sole loss, and the caused damages should be included in one sole claim.

Coinsurance. It is an indispensable condition in order to grant this coverage for the Insured Party to bear a percentage of all indemnifiable damages according to the seismic region where the insured properties are found, which is specified in the description of the policy.

Deductible. In each claim for material damages to the buildings, constructions or contents covered by this coverage, the deductibles specified in the description of the policy shall apply to the insured sum for Earthquake and/or Volcanic Eruption. The deductibles are expressed in percentages and calculated based on the difference resulting from discounting the same percentage specified in the description of the policy as coinsurance from the insured sum.

If the insurance policy includes two or more subsections or covers two or more buildings, constructions or contents under any subsection, the deductible shall apply separately with respect to each subsection and, if applicable, with respect to each building, construction or contents thereof.

Indemnifiable proportion. If, upon the occurrence of a loss, the contracted insured sum represents an amount below 80% of the replacement value of the insured properties, the Company shall only respond...
in proportion to the caused damage, after applying the coinsurance for indemnity purposes.

EXCLUSIONS

Under no circumstances shall the Company be liable for:

a) Damages to buildings, installations and constructions which are not completely finished, as well as the contents thereof.

b) Damages directly, indirectly, nearby or remotely caused by nuclear reactions, radiations or radioactive contaminations, whether controlled or not, and whether or not such damages result from Earthquake and/or Volcanic Eruption.

c) Natural vibrations or movements of the subsoil, such as gradual subsidence, displacement and settling.

“The contractual documents and the technical note making up this product are registered before the National Insurance and Sureties Commission, in accordance with the provisions of articles 36, 36-B and 36-D of the General Mutual Insurance Company Law, under registration number CNSF-PPAQ-S0041-0003-2008, dated han/16/2008.”

The english version is only a courtesy in case at controversy the spanish version will prevail.