

# TRAVEL INSURANCE

## COURTESY TRANSLATION

## **NOTICE OF PRIVACY**

(Proponents and applicants, contractors, insured, beneficiaries, trustors, trustees and resource providers).

In compliance with the provisions of the Federal Law on Protection of Personal Data Held by Individuals, Seguros Atlas, SA with address at Paseo de los Tamarindos No. 60-PB, Col. Bosques de las Lomas, 05120 Mexico, DF, Tel . (55) 9177-5000, hereby informs you that it will deal with the general and sensitive personal data that you provide for the evaluation of your insurance application and risk selection and, if applicable, issuance of the insurance contract, processing of your requests payment of claims, administration, maintenance and renewal of the insurance policy, fraud prevention and illicit operations, for statistical information as well as for all purposes related to compliance with our obligations in accordance with those established in the contract itself, the Law on the Insurance Contract and the applicable regulations.

For more information we put at your disposal, our website [www.segurosatlas.com.mx](http://www.segurosatlas.com.mx) in where you can consult our Privacy Notice Integral, as well as the mechanisms to enforce its ARCO right.

## TRAVEL INSURANCE / GENERAL CONDITIONS

### DEFINITIONS

#### Insured

It is the person who in himself or in his goods or economic interests is exposed to the risk covered in the insurance contract.

#### Company

Seguros Atlas SA, issuer of this insurance contract, hereinafter referred to as "the Company" which, in its capacity as insurer and through the obligation of the Insured or contracting party to pay the premium, assumes the coverage of the risks expressly specified, object of this contract, in accordance with these general conditions.

#### Deductible

Amount or percentage established in the cover of the policy for each coverage, whose amount must be exceeded to be paid in each and every claim. This amount is the economic participation that invariably will be in charge of the Insured in case of loss.

#### ARCO Rights

The ARCO Rights (access, rectification, cancellation and opposition), are a set of rights that guarantee the citizen the power to control their personal data. The most important in the exercise of this right is that only the owner of personal data can request access, rectification, cancellation or opposition, provided that they are in a personal data system. Therefore, in this type of request, it will be an indispensable requirement that the personality of the applicant or that of the legal representative be accredited.

#### Compensation

Amount that the Company is obliged to contractually pay in the event of an accident. In no case shall the compensation be greater than the insured sum or maximum limit of liability contracted and stipulated in the policy page or to the replacement value or real value of the damaged good, as appropriate to the coverage affected by the loss, if this is less .

#### Maximum liability limit

It is the limit of insured sum contracted specified in the cover of the policy and has been set by the Insured and is not proof of the existence or value of the insured goods, it only represents the basis to limit the maximum liability of the Company, which in no case will be greater than the replacement value or real value of the goods, according to corresponds to the contracted coverage specified in the cover of the policy.

#### Single and combined limit (LUC).

The coverage that operates as a Single and Combined Limit (LUC) means that the Sum Insured contracted will be unique for the different risks covered, that is, different risks are covered under a single Sum Insured, and the compensation for incidents arising will not exceed the cap of insured sum contracted for one or all events.

#### Policy

Document by which the acceptance of the risk by the Company is recorded and in which the rights and obligations of the Insured are established containing as minimum requirements name and domicile of the contracting party, coverages contracted, sums insured, deductibles, co-insurance, validity , premium and other clauses that must appear in accordance with the legal provisions and those agreed.

## Cousin

Price of the insurance in whose receipt the taxes and surcharges applicable to the Insured are included and which must be paid to the Company to obtain the coverage it offers.

## Reservation of the insured trip

The travel agency or travel provider receives the definitive confirmation of the reservation and respective prices, which is why the issuance of tickets and / or issuance of service orders (Boucher) and the corresponding billing is generated. The reservation of the trip is in firm when all the amounts of those services have been paid, the date in which the previous thing happens is defined as the date of reservation of the insured trip

## Replacement value

It is the amount that will require the acquisition of a new good of the same class and capacity.

## Real value

The real value of an insured asset is understood as the replacement value thereof, less the corresponding depreciation

## Travel insured

The transfer outside the habitual residence of the Insured to a destination described in the title page of the policy, acquired and paid in full in the travel agency or through any of the providers of the trip, either by air, sea or land, until his return back to said residence. The effects of this policy start from the 30 kilometers of displacement of the habitual residence of the Insured.

## PRELIMINARY

The Company and the Insured have agreed as contracted the sections, coverages and amounts insured or maximum limits of liability, deductibles and coinsurance that appear on the cover of the policy, with knowledge that one or several of the sections or coverages can be chosen additional by express agreement, **those that are not expressly indicated, will not have any validity or legal effectiveness between the parties, even if they are mentioned and regulated in these general conditions.**

These general conditions govern the insurance contract concluded between the parties, and in everything not foreseen in these, the provisions of the Law on the Insurance Contract will apply.

## CLAUSE 1ª. SECTION AND COVERAGE SPECIFICATION SECTION I. TRIP CANCELLATION

The Company covers without exceeding the insured amount contracted and stipulated on the cover of the policy for cancellation of travel, the reimbursement of the cancellation expenses that are produced by the Insured and are billed by application of the conditions of sale of the agency. in which the insured trip or any of the trip providers has been purchased, provided that the Insured cancels the trip before the start date of the insured trip. **It specifies that are not covered under this coverage reimbursements or cancellation costs when the reservation of the trip has not become firm, that is to say when the amounts of the same have not been fully paid according to the definition of insured travel, also are not covered by the payments owed to the travel agency or travel provider for cancellation of the same.**

### I.1 Covered risks

The above mentioned cancellation of travel coverage operates under the following causes:

a) Due to the death, corporal accident or illness of:

a.1) The Insured, their spouse or one of their ascendants or descendants: parents, children, grandparents or siblings.

- a.2) Of the person in charge during the trip of the custody of the minor or disabled children.
- b) As a result of a loss or damage to property of the Insured due to a fire, explosion, storm, hail, lightning strike, flood, avalanche, volcanic eruption, earthquake, landslide or crime perpetrated by a third party, if the loss or damage implies an expense that prevents the Insured from making the trip or if the presence of the same is necessary to evaluate the loss or to follow up on legal procedures .
- c) As a result of the loss of employment of the Insured as a result of an unexpected dismissal by the employer that prevents the Insured from making the trip. This subsection is subject to the submission of the corresponding withdrawal to the IMSS (Instituto Mexican Social Security) or ISSSTE (Social Security Institute at the Service of State Workers).
- d) As a result of the start of an employment of the Insured when the person was unemployed at the time of booking the trip and which prevents the Insured from making the trip, subject to the presentation of the corresponding discharge before the IMSS (Mexican Institute of Social Security) or ISSSTE ( Institute of Social Security at the Service of State Workers).
- e) As a result of the application of school exams that the Insured must present to advance to the next school year and / or obtain a certificate of studies, if the date of the exam coincides or is unexpectedly fixed with the date of the insured trip or is scheduled to be presented in a period of 14 days from the end of the insured trip, and that said events prevent the Insured from making the trip.
- f) Risk pregnancy of the Insured or his spouse, provided that the risk status has begun after contracting the policy.
- g) Serious complications in the state of pregnancy that, by medical prescription, force to remain at rest or require the hospitalization of the Insured or his spouse, provided that such complications have occurred after the policy was contracted and before the trip began.
- h) Complications of health of the Insured arising from intolerance to immunization.
- i) In case of delayed start of the insured trip and provided that the cause that causes this fact is covered by the travel cancellation coverage, the Company will reimburse the travel delay expenses that are incurred by the Insured and are billed by application of the conditions of sale of the agency in which the insured trip was purchased or of any of the providers of the trip up to a maximum amount equivalent to the compensation that would have arisen in case the Insured had made the cancellation of insured travel.

## **I.2 Deductible**

The deductible will be understood as the invariable application in each claim of an amount charged to the insured specified in the title page of the policy.

## **Section II. Trip Interruption**

If this section appears on the cover page of the policy, the Company covers, without exceeding the insured amount contracted and stipulated on the cover of the policy, the reimbursement of the expenses borne by the Insured generated by any of the following causes:

- a) **Unscheduled interruption of the insured trip.**  
If as a consequence of a covered risk in accordance with the provisions of section II.1, the Insured is obliged to return in advance to his place of habitual residence, that is, he can not continue with the initial itinerary of the insured trip, the Company covers the additional expenses of the return trip under the same conditions of the initial reservation.

b) Unused travel services.

If as a consequence of a covered risk in accordance with the provisions of section II.1, the Insured is forced to return early to his habitual place of residence, that is, he can not continue with the initial itinerary of the insured trip, the Company covers the pro-rata costs of unused travel services from the date on which the Insured notifies the unscheduled interruption of the trip and until the end of the insured trip.

It is understood as travel services:

b.1) Reservations of means of transport such as transportation services for or from the destination of the insured trip, air travel, sea travel, bus travel, train travel.

b.2) Lodging reservations such as reservation of hotel room, reservation of rest houses, houseboats or yachts.

c) By extension or stay.

If it is not possible to mobilize the Insured or a companion who jointly makes the insured trip due to an accident or illness injury covered in section V, during the insured trip the Insured is covered a daily compensation of USD 60 (USD) for lodging for a maximum period of 10 days.

d) Excursion interrupted.

If, as a consequence of a risk covered in section V, the Insured is temporarily unable to continue with the scheduled itinerary for the excursion that is part of the insured trip, the Company covers the travel expenses incurred so that the Insured reaches their group that makes up the excursion. The maximum limit of liability for the Company consists of the value of the services not used, minus the additional expenses of the return trip under the same conditions of the initial reservation.

e) By phenomena of the nature of extraordinary character.

The Company covers a daily compensation of USD 60 (US Dollars) for a maximum of 10 days in case of interruption of the unscheduled trip or extension of stay in case the Insured is unable to continue with the insured trip because of floods, mudslides, earthquakes, volcanic eruptions or cyclonic storms, hurricane, swell, storm surge or mudslide in the resort.

F) Ski track closure.

If this coverage appears on the cover of the policy and as a result of bad weather or maintenance process, the ski slope is closed at the destination of the insured trip, the Insured is covered for the reimbursement of transportation expenses to another ski slope with a maximum limit of responsibility of up to 20 USD (American Dollars) per day and up to a maximum amount of 250 USD (American Dollars).

## II.1 Covered risks

The above mentioned coverage of trip interruption, operates for the following causes:

a) Due to the death, corporal accident or illness of:

a.1) The Insured, their spouse or one of their ascendants or descendants: parents, children, grandparents or siblings.

a.2) Of the person in charge during the trip of the custody of the minor or disabled children.

b) As a result of a loss or damage to property of the Insured due to a fire, explosion, storm, hail, lightning strike, flood, avalanche, volcanic eruption, earthquake, landslide or crime perpetrated by a third party, if the loss or damage implies an expense that prevents the Insured from making the trip or if the presence of the same is necessary to evaluate the loss or to follow up on legal procedures.

c) Due to the loss of prosthesis or loss of joint implant.

## II.2 Deductible

The deductible will be understood as the invariable application in each claim of an amount charged to the insured specified in the title page of the policy.

## Section III. Travel delay

If this section appears on the cover page of the policy, the Company covers without exceeding the insured sum contracted and stipulated on the cover of the policy, the additional expenses such as hotel expenses, food and transportation costs incurred by the Insured. as a result of the programmed travel delay, by means of reimbursement to the Insured against delivery of the delayed transport ticket and vouchers of expenses according to the risks covered that are specified in this section.

### III.1 Covered risks

The above mentioned coverage of travel delay, operates for the following causes:

a) Delay in the departure of the means of transport. This coverage operates in case the means of public transportation chosen by the Insured to carry out the insured trip, is delayed for more than 8 hours with respect to the scheduled departure time.

b) Loss of means of transport due to "en route" accident. This coverage operates if, as a consequence of an accident involving the means of public or private transportation contracted to reach the airport, port, railway station or bus, loses the means of transport contracted to carry out the scheduled trip.

c) Delay in the trip due to overbooking. This coverage operates in the event that the carrier exceeds the number of seat reservations of those actually available in the contracted public transport means and as a consequence there is a delay in the scheduled trip. In case the delay is more than 6 hours, the Company indemnifies the amount of the expenses incurred by the Insured up to the limit of the insured sum contracted for this coverage specified in the title page of the policy.

For coverage of travel delay, it will be understood that none of the risks covered may be cumulative or complementary, since once the claim of one of them is presented, the others will be eliminated, understanding that the others were originated by the same cause .

## Section IV. Luggage

If this section appears on the cover page of the policy, the Company covers, without exceeding the insured amount contracted and stipulated on the cover of the policy, the losses or damages suffered to the luggage during the insured trips. This coverage begins to operate from the registration or "check-in", that is, the baggage check-in with airline, train, boat, bus, or check-in at the hotel, on the day of the start of the insured trip. and it ends when the insured arrives at his destination and is in charge of his luggage.

### IV.1 Covered goods

This section covers personal items that are used during the insured trip, such as clothing and accessories of the dress, watches, wallets without including the money and / or valuables , bags, pens, pens, jewelry, electronic devices and objects, electric, photographic, video, sports equipment, gifts and travel souvenirs against the risks of numeral IV.3.

For the purposes of this policy, insured baggage is classified as:

a) Baggage of hand. It is the one carried by the Insured during the trip, such as a handbag or wristwatch.

b) Checked baggage. It is the one that is under the custody of the carrier or tourist service provider that is the checked or "check-in" baggage with airline, train, boat, bus, hotel.

c) Ski. If this coverage appears as covered on the cover of the policy, the ski equipment that is part of the checked baggage is covered in case of loss, theft or damage. The following depreciation table is applied to the value of the purchase price to make the indemnity for claims of this coverage .

Months Value of the purchase price

MONTHS	VALUE OF THE PURCHASE PRICE
12	85%
24	65%
36	45%
48	30%
60	20%
+ DE 60	0%

d) Ski rental If ski coverage appears on the cover of the policy and in case of loss, theft or damage of the Insured's own ski equipment, up to the maximum amount of USD 400 (US Dollars) is covered as a rental payment concept. of equipment to Ski .

#### IV.2 Sums insured

For the purposes of this section, the sum insured operates as follows and is stipulated on the policy page:

a) Items lost or destroyed. The real value of the assets at the date of the loss with a limit on the insured sum contracted and stipulated in the policy's title page.

b) Damaged items The cost of repairing them, with a maximum limit on the real value of the property at the time of the accident.

c) Photos, films of photos, videos, audio and data. The value of the affected material without considering its content, with a maximum limit on the real value of the goods at the time of the loss. Video and / or photographic equipment and accessories that are transported as checked baggage are not covered.

d) Identification documents and visas. The official costs for the redispach of the document, with a limit on the insured sum contracted and stipulated in the policy page.

e) Valuable items. They are covered up to 50% of the sum insured with a maximum limit on the real value of the assets at the time of the loss. Precious objects are jewelery, watches, precious metal objects, furs, paintings, objects of art, silver and precious metals in precious metals, unique objects, mobile phones and accessories, cameras and accessories for photography and video, radio, registration of the reproduction of the sound or of the image, as well as its accessories, models and remote-controlled accessories, rifles, hunting shotguns, as well as its optical accessories, wheelchairs and medical devices.

The jewels and skins are guaranteed only against theft and only when they are deposited in a hotel safe or carried by the insured.

Valuables are not covered if they are transported as checked baggage.

f) Within the sum insured for this coverage, with a maximum limit on the real value of the goods at the time of the accident, the technological information and software equipment is included along with its accessories, even for a sub limit of USD 500 (American Dollars).



g) Within the sum insured for this coverage, with a maximum limit on the real value of the assets at the time of the loss, the sports equipment with accessories is included up to 25% of the sum insured. The damages suffered by these teams due to their own operation will not be considered covered under this coverage.

h) Gifts and souvenirs are insured for up to 10% of the sum insured for this coverage, with a maximum limit on the real value of the goods at the time of the loss.

i) Baggage in a parked motor vehicle. Stolen luggage stolen from a motor vehicle parked during the insured trip, or from containers attached to the vehicle secured with locks, if the loss occurs between 6:00 AM and 10:00 PM local time of the place in where the insured trip is made. Travel breaks with a duration of less than two hours are covered at all times.

### IV.3 Covered risks

The goods mentioned in numeral IV.1 are covered up to the total of the insured amount stipulated in the cover of the policy the following risks:

a) Hand luggage if it is lost or damaged during the insured trip as a result of:

a.1) Theft, loss or damage of the insured property as a result of a robbery with violence and / or assault or attempted robbery, provided that the theft is perpetrated by any person or persons who, using force or violence either moral or physical subtracts (n) the property of the Insured.

a.2) Accidents suffered by the means of transport.

a.3) Fire, explosion, storm, hail, lightning, flood, avalanche, volcanic eruption, earthquake and landslide.

b) Documented baggage if it is lost or damaged while in the custody of a designated carrier, the hotel providing the lodging, or a baggage deposit.

c) Baggage delay. If this coverage appears on the cover of the policy, the Company covers the Insured for up to the total insured amount contracted, through reimbursement, the expenses that have been generated due to the delay of 24 hours in the delivery of your checked baggage. **In the event that the delay is produced on the return trip to your usual place of residence, this coverage does not operate.**

d) If ski coverage appears as contracted and in case of delay for more than 12 hours of the insured's own ski equipment registered as checked baggage, up to 250 USD (American Dollars) is covered for rent payment of a skiing equipment .

### IV.4 Deductible

The deductible will be understood as the invariable application in each claim of an amount charged to the insured specified in the title page of the policy.

The deductible will not be applicable for this section if:

a) Loss or damage to baggage occurs while it is under the responsibility of an airline.

b) The Insured has presented the claim of damages previously to another Company for refund reasons, and the Company of this insurance is involved in the settlement of the claim.

## IV.5 Exclusions

It is not covered under this coverage

a) Goods and equipment for professional use, currency, bank notes, travel tickets, collections of stamps, titles of any kind, identity documents and in general, all paper documents and securities, credit cards, tapes and / or discs with memory, documents registered in magnetic or filmed bands, collections and professional material, prosthetics, glasses and contact lenses. For this purpose personal computers are not considered as professional material.

b) Theft, except inside the hotel rooms or apartments, when they are locked. For these purposes, theft is understood to be that abduction committed inadvertently, without violence or intimidation of people or force in things.

c) Damage due to normal or natural wear, self-abuse and inadequate or insufficient packaging. Those produced by the slow action of the weather.

d) The losses resulting from an object, not entrusted to a carrier, have simply been lost or forgotten.

e) Theft from the practice of camping or caravanning in free camping, being totally excluded the valuables in any type of camping.

f) Damage, loss or theft, resulting from the effects and personal belongings that have been left unattended in a public place or in a place made available to several occupants.

g) Breakage, unless it is caused by an accident of the means of transport, by simple theft or fracture, by armed aggression, by fire or by extinction of the same.

h) Damages caused intentionally by the Insured, or serious negligence of the Insured and those caused by spillage of liquids that go inside the baggage.

i) All motor vehicles, as well as their accessories and accessories.

## Section V. Medical assistance

Said section in case of contracting must be expressly indicated on the cover of the policy and the Company covers without exceeding the insured sum contracted and stipulated on the cover of the policy which operates as a single and combined limit (LUC).

It also stipulates that in case of granting a sub insured sum limit in any of the coverage of this section, this amount is part of the insured sum contracted and is not additional.

These coverages operate as follows:

### V.1 Medical

#### V.1.1 Covered assets

The expenses incurred are covered, for medical services including hospitalization, surgical interventions, medical fees and prescribed medications, dental expenses, medical transfer, transport and repatriation, prolongation of the insured's hospitalization, displacement and stay of a family member of the insured, services for death and early return to the home that are generated in case of accident or illness of the Insured that occurs during the trip insured in this policy, below. The relationship between the Insured covered under this coverage and the medical providers is under their responsibility, so the Company assumes no responsibility for the service received or payment of damages.

#### **V.1.1.1 Medical and hospitalization expenses**

The medical treatment expenses that are required during the insured trip are covered and they are disbursed by medical order. The cost of:

- a) Treatment of patients, if required, includes admission to the hospital and surgical interventions.
- b) Medications and bandages, up to 300 USD (American Dollars). This amount is a sub limit of the sum insured contracted, so it is contemplated within it.
- c) In case of premature birth, the cost of the treatment required by the newborn up to the insured amount contracted and stipulated on the cover of the policy. The above operates in cases in which the insured trip takes place without previously having complications in pregnancy.
- d) If the pregnancy presents complications during the insured trip, the required medical treatment is covered, up to the insured sum contracted and stipulated on the policy page, to avoid immediate risks that threaten the life of the mother and / or the baby, **but not for abortion**, provided that the pregnant woman is under 38 years of age or less than 30 weeks pregnant at the time of the problem.
- e) Assistive devices such as walking aids, wheelchair rental, oxygen if required for the first time due to an accident or illness during the insured trip prescribed by a doctor, up to a total of 250 USD (US Dollars) . This amount is a sub limit of the sum insured contracted, so it is contemplated within it.

#### **V.1.1.2 Prolongation of the Insured's hospitalization in the insured trip**

In the event that the attending physician indicates that it is not possible to transfer the Insured from the place where they are hospitalized due to an accident or illness occurred during the insured trip to another hospital for the continuation of their treatment, the Company will pay the costs of the medical treatment until the day in which it is possible to move the Insured and up to the total of the insured sum insured and stipulated in the title page of the policy.

#### **V.1.1.3 Dental expenses**

Emergency dental treatment is provided to alleviate pain, including simple or temporary fillings and cures to restore denture functions and dental replacement, up to a total of USD 150 (US Dollars). This amount is a sub limit of the sum insured contracted, so it is contemplated within it.

#### **V.1.1.4 Stay of a relative**

If a child up to twelve years of age covered by this insurance policy has to be hospitalized, the Company will pay the lodging costs of a person accompanying him or her in the hospital up to a maximum of \$ 500 (American Dollars). This amount is a sub limit of the sum insured contracted, so it is contemplated within it.

#### **V.1.1.5 Medical transfer**

In the event that in the trip insured there is any illness, injury or trauma, such as requiring the hospitalization of the Insured, this coverage covers the transfer of the same, from the place in which it is during the trip, to the nearest hospital or your habitual residence, using the most appropriate means of transport according to the circumstances including air ambulance. The transfer will be made under the conditions agreed upon by the Company's doctor in coordination with the attending physician. The insured sum contracted is the one stipulated in the cover of the policy for assistance benefits and operates as a single and combined limit (LUC)

#### **V.1.1.6 Repatriation and / or services due to death**

In the event of the death of one of the Insured during the trip, the Company will carry out the necessary procedures for the transport or repatriation of the body and will cover the expenses of transfer until its burial. At the request of the relatives, the Company will cover burial at the place of death or transfer of ashes to the city of permanent residence of the Insured.

The Company will cover the costs of transporting the insured escorts to their respective domicile or place of burial, provided that such transfer can not be made in the means of transport provided for the trip.

In the event that the deceased Insured had traveled without an adult companion, the Company will cover the payment of a tourist class round ticket for a family member, in the most convenient means of transportation, from their place of residence to their place of death.

The insured sum contracted is the one stipulated in the cover of the policy for assistance benefits and operates as a single and combined limit (LUC)

#### **V.1.1.7 Deductible**

The deductible will be understood as the invariable application in each claim of an amount charged to the insured specified in the title page of the policy.

### **Section VI. Additional benefits of medical assistance.**

The Company will provide 24-hour assistance services through its emergency call center, in case the Insured requires any of the following services.

#### **VI.1 Medical reference**

The Company provides the Insured's request for information on the medical care options available at the place of travel, and whenever possible, will have a doctor who speaks Spanish or English. Up-to-date information about doctors, clinics and hospitals is provided at the place of travel, if required, initial psychological counseling is provided via telephone that requires due to trauma suffered during the insured trip. **The company will not be responsible for the quality of services borrowed, of the costs incurred, or of the consequences that derive from them.**

#### **VI.2 Care in case of hospitalization**

When the Insured receives treatment as an inpatient in a hospital derived from an accident or illness during the insured trip and if the insured has a family doctor or one that he / she trusts, at the request of the Insured, the Company will try to communicate it to the Insured. the doctors who are taking care of him in the place of the trip, in order that all share the information of the medical procedures that are being developed. If requested, the Company will also be responsible for keeping the family members of the Insured informed.

#### **VI.3 Displacement and stay of a companion**

In the event that the hospitalization is greater than five days, the Company will cover the following expenses up to a maximum limit of liability contracted and stipulated on the policy page. The amount of a return trip of a relative to the place of hospitalization in economy class as well as the expenses of stay in a hotel, which are stipulated in 150 USD (American Dollars) per day for the companion. This amount is a sub limit of the sum insured contracted, so it is contemplated within it.

#### **VI.4 Delivery of medicines**

When the Insured requires medicines that have been lost during the trip, the Company will support the Insured in the procurement or replacement of medicines, and will pay for the delivery services. The Insured must pay for the cost of replacing the medicines.

### **VI.5 Search and rescue expenses**

The Company covers up to 5,000 USD (American Dollars) the search, rescue, transportation or repatriation expenses generated in the event of an accident of the Insured that occurs during the trip insured in this policy, by means of civil or military rescue or by agencies that are used to handle the insured accident. This amount is a sub limit of the sum insured contracted, so it is contemplated within it.

## **Section VII. Support services**

In case of contracting and appearing expressly indicated on the cover of the policy, the Company provides the assistance services 24 hours a day through its emergency call center, in case the Insured requires any of the following services.

### **VII.1 Loss of means of payment for travelers**

If the Insured suffers a financial loss caused by theft, robbery or any other loss of their means of payment, the Company will contact the Insured's bank:

The Company will help in the transfer of the amount released by the Insured's bank. If it is not possible to make contact with the Insured's bank within 24 hours and if it is required as an emergency situation, the Company may make a loan to the Insured for up to the insured amount contracted and stipulated on the cover of the policy. , same as the Insured must reimburse the Company within a maximum period of one month after having completed the insured trip.

### **VII.2 Cancellation of Credit or Debit Cards**

If the Insured loses, loses or suffers the theft of their credit or debit cards during the insured trip, the Company provides assistance regarding telephone and contact numbers for the early cancellation of the cards with the Insured's bank.

However, the Company will not be responsible for the cancellation of payments with the card properly carried out or for any pecuniary loss that occurs from the time of the theft or loss of the cards and the time of cancellation of the same.

### **VII.3 Loss of travel documents**

In case of theft or loss of essential documents for the continuation of the insured trip, such as passport, visas or airline tickets, or any other document related to the trip, the Company will provide advice on the procedure to be followed, to the extent possible. possible, the recovery or re-expedition of lost or stolen documents.

### **VII.4 Location and reshipment of luggage and personal effects**

In the case of theft or loss of baggage or personal effects of the Insured, the Company will advise for the denouncement of the facts and will help its location; if the objects were recovered, it will also take charge of the shipment to the place where the Insured is or to the place of permanent residence of the same.

### **VII.5 Delay, cancellation, overselling, loss of flight or any other means reserved**

In the event of delay, cancellation, overselling or loss of the means reserved for the insured trip, the Company will help, insofar as possible, the Insured to re-book and obtain again a reserved means that will allow it to continue with the insured trip. At the request of the same, the Company will be responsible for informing third parties of the changes in the planned itinerary.

### **VII.6 Early return to home**

The Company will be responsible for the supplementary expenses for the early return of the Insured to his habitual residence, in case of the death of a relative in the first degree such as: parents, spouse and children, if the Insured could not use his original ticket for the he came back.

### **VII.7 Information to third parties**

The Company will be responsible for transmitting, at the request of the Insured, the urgent messages that it requests from the events subject to the benefits referred to in this policy. In case of changes in the itinerary or if the Insured faces an immediate emergency, the Company will be in charge of transmitting the information to the relatives and the employer.

### **VII.8 Security information and notification**

At the request of the Insured, the Company will be responsible for providing information on:

- a) The nearest embassy, consulate or diplomatic representation providing address and contact telephone number.
- b) Notices of warnings and security of the Ministry of Foreign Affairs or any other official authority.

### **VII.9 Support for legal expenses and legal proceedings.**

If the Insured is arrested or is in the process of being detained, the Company, at his request, will help him to obtain a lawyer and / or an interpreter and, if necessary, he will be able to make a loan to the insured for the payment of the costs. legal and / or interpreter, or a loan for the payment of a bond; in both cases, the Insured must reimburse said amounts to the Company at the conclusion of the trip, or at the latest within three months of the said loans being made.

## **Section VIII. Accidents**

In case of contracting and appearing expressly indicated on the cover of the policy, the Company covers the following:

### **VIII.1 Accidental death**

The Company covers up to the limit of the insured sum contracted and specified on the cover of the policy, the payment of indemnities in case of death as a result of accidents that occurred to the Insured during the trips made by the same.

For all the coverages mentioned below, children under 14 years of age are covered by the risk of death, as a result of a travel accident, only for burial expenses without exceeding the limit of insured sum contracted for this section and specified on the cover page. of the policy.

### **People older than 80 years of age are not covered.**

The death is covered if the accident occurs:

- a) In a means of public transport, such as: airplane, regular line boat, train or regular bus in which you travel as a passenger, including the ascent and descent of said means of locomotion .

### **Individuals traveling on private rental or single-engine planes whether propeller, turboprop, jet or on cruise ships are excluded from insurance coverage.**

- b) Accident as a passenger in any form of public transport such as taxi, rental car with driver, tram, bus, train or suburban train during the direct route between the point of departure or arrival (home / hotel) to the terminal of the trip or station , airport, sea port

## VIII.2 Maximum limit of compensation

When is proved that the death occurred as a result of an accident traveling, the Company will pay up to the limit of the sum insured contracted for this section specified on the cover page of the policy.

## Section IX. Multiviaje

This type of insurance is granted when, due to the needs of the Insured, multiple trips are required during one year of validity, which will be stated on the policy page.

The sections to be granted are:

Section I.- Cancellation of trips

Section II.- Trip interruption

Section III. Travel delay

Section IV.- Luggage

Section V.- Medical assistance

Section VI.- Benefits of medical assistance services Section VII.- Assistance services

Section VIII.- Accidents.- For this particular section, in multiday contracting, the insurance cost for persons between 70 and 80 years of age is doubled.

These sections will operate according to these general conditions in each trip made and up to the insured amount contracted for each section, applying the limits, unique and combined limits and sub limits of each one of them.

**Trips with durations greater than 45 consecutive days, covered by the same ticket or transportation document, are not covered for this section.**

## Clause 2. General exclusions applicable to all sections

The Company will not be liable in any case for loss or damage as a result of:

- a) **Fraud, fraud or bad faith of the Insured, their relatives, or whoever represents their interests.**
- b) **By nature phenomena of an extraordinary nature, such as floods, mudslides, earthquakes, volcanic eruptions or cyclonic storms, hurricane, swell, storm surge, except as specified in section IV, numeral IV.3, subsection a.3**
- c) **Medical treatment that is the reason for the insured trip, periodic medical check-ups, preventive, pediatric, endodontic dentistry, periodontics, orthodontics, fillings, dental prostheses, apicectomies, implantology and the diagnostic means necessary to perform these treatments.**
- d) **If the insured takes the trip despite requiring treatment for medical reasons (for example, dialysis) in a hospital near his place of habitual residence and require that this policy covers the treatment at the place of travel.**
- e) **For diseases or injuries derived from chronic diseases or those diagnosed before the trip.**
- f) **Buy or repair pacemaker, any type of prosthesis, visual aid devices.**
- g) **Expenses for treatments and / or medications that are not scientifically recognized.**
- h) **For treatments in health spas or clinics or other rehabilitation methods.**

- i) Due to pregnancy and childbirth, except as provided in Section III.1 subsection d)
- j) For prenatal care or abortion.
- k) Bodily injuries that occur in a state of mental derangement, paralysis, stroke, epilepsy, diabetes, alcoholism, substance abuse, spinal cord diseases, syphilis, AIDS, encephalitis, and, in general, any injury or illness that diminishes the physical or mental capacity of the Insured.
- l) Bodily injuries that occur as a result of participation in criminal actions, provocations, fights -except in case of self-defense- and duels, recklessness, bets or any risky or reckless undertaking and accidents suffered as a result of pandemics, earthquakes , floods and volcanic eruptions.
- m) Diseases, hernias, lumbago, heart attacks, intestinal strangulation, complications of varicose veins, poisonings or infections that do not have as a direct and exclusive cause an injury resulting from an accident while traveling. The consequences of surgical operations or unnecessary treatments for the healing of accidents suffered and those that belong to the care of the person.
- n) Injuries that occur as a result of accidents resulting from the use of two-wheeled vehicles with displacement greater than 75 cc
- o) Injuries that occur in the exercise of a professional activity, except those of a commercial, artistic or intellectual nature.
- p) It is not covered if the loss is intentionally caused by the Insured.
- q) Situations of aggravation of an accident occurred prior to the formalization of the policy are not included.
- r) Cosmetic surgery.
- s) The Insured does not follow the restrictions, recommendations or suggestions of the airline, the crew, the government or any other official authority during their trip.
- t) Mental illnesses and depressions without hospitalization or that justify a hospitalization of less than seven days.
- u) Illnesses that are being treated or have medical care within 30 days prior to the date of travel reservation.
- v) That the Insured is under the effects of drugs, solvents, or alcohol, except for drugs prescribed by a certified physician, but not those used for the treatment of drug addiction.
- w) Losses or damages suffered by the Insured, as a consequence of war operations, whether from foreign war or civil war, insurrection, subversion, rebellion, expropriation, requisition, confiscation, seizure or detention by the legally recognized authorities, with motive of its functions, when intervening in said acts.
- x) Terrorism.
  - i. Terrorism shall be understood, for purposes of this policy:



ii. The acts of a person or people what by yes same, or in representation of someone or in connection with any organization or government, carry out activities by force, violence or by the use of any other means for political, religious, ideological, ethnic or political purposes of any other nature, intended to overthrow, influence or pressure to the de facto or de jure government to make a determination, or alter and / or influence and / or produce alarm, fear, terror or anxiety in the population, in a group or section of it or of some sector of the economy.

iii. Based on the foregoing, losses or material damages are excluded for such direct and indirect acts that, with a mediate or immediate origin, are the result of the use of explosives, toxic substances, firearms, or by any other means, in against people, things or public services and that, in the face of threat or possibility of recurrence, produce alarm, fear, terror or anxiety in the population or in a group or sector of it.

iv. It also excludes losses, damages, costs or expenses of any nature, directly or indirectly caused by, or resulting from, or in connection with any action taken to control, prevent or suppress any act of terrorism.

y) For acts and / or acts of armed forces or security forces or bodies, even if these are carried out in times of peace.

z) The non-presentation for any reason of the essential documents in every trip, such as passports, visas, vaccination certificates.

aa) Complications of pregnancy status, except as indicated in subsections f and g) of section I.1.

bb) As a result of events related to radioactive energy.

cc) Due to suicide and / or injuries or sequelae caused by the attempt of the same.

dd) For injuries that the Insured infringes due to inexcusable fault.

ee) For payments owed to the travel agency or travel provider as a result of the cancellation of the insured trip.

ff) The fact that the Insured is involved in:

i. The training or action supervised by a military authority.

ii. Any sport that is practiced professionally or under a payment contract.

gg) Sports competitions or in their respective preparatory training as amateur, and at any level, in motor sports (cars, motorcycles or any motorized vehicle), flight sports, diving, using oxygen tanks or breathing apparatus, and free diving. Dangerous sports such as abseiling, football, baseball, big game hunting, bungee jumping, boxing, boating, rappelling, football and cricket, dangerous expeditions, endurance events, go karts, motor rally, hockey, ice hockey, marathons, motorcycle acrobatics, martial arts, mountain bikes, polo, climbing, weapon safaris, parachuting, gliding, war games, water ski jumping, weight lifting, river descent and wrestling, mountaineering, climbing, spelunking, skiing , surf, motocross, speed or resistance races, Ascents or aeronautical trips, gliding, hang gliding, paragliding, polo, boxing, rugby, spearfishing, parachuting or others of similar degree of risk.

hh) Epidemics or pandemics officially declared by the health authorities.

ii) When the certificate or medical report requested by the Company in clause 6, numeral 3, does not demonstrate the inability to travel by the Insured.

jj) Consequential damages resulting from strikes, popular uprisings, civil commotion, vandalism and damages by acts of ill-intentioned people.

kk) Goods and equipment for professional use, currency, bank notes, travel tickets, collections of stamps, titles of any kind, documents of any kind, with the exception of official identity documents and visas. Values on paper, credit cards, tapes and / or discs with memory, documents registered in magnetic or filmed bands, collections and professional material, prosthetics, glasses and contact lenses. For this point personal computers are not considered professional material.

ll) For robbery without violence and / or loss or loss, except inside the hotel rooms, when they are locked. We understand robbery without violence that abduction committed to carelessness, without violence or intimidation to people or force in things.

mm) Damage due to normal or natural wear, self-abuse and inadequate or insufficient packaging. Those produced by the slow action of the weather.

nn) The losses resulting from an object, not entrusted to a carrier, that has simply been lost or forgotten.

oo) Damage, loss or theft resulting from personal items used during the insured trip that have been left unattended in a public place.

pp) Any type of consequential loss.

qq) The Insured is traveling on an aircraft that does not belong to a commercial airline of public passenger transport authorized for the public transport of passengers.

rr) The Insured is operating or rendering services as a member of the crew of the aircraft.

ss) The Insured does not follow the restrictions, recommendations or suggestions of the airline, the crew, the government or any other official authority during their trip.

tt) Damage caused intentionally by the insured, or serious negligence of this and those caused by spillage of liquids that go inside the baggage .

### **Clause 3. Principle and Termination of validity**

This insurance comes into force from the moment the insured trip begins, continues during the course of the trip until the end of the insured trip, except for section I which becomes effective from the date of reservation of the insured trip and ends in the start date of it.

In the case of multi-trip insurance, the insurance comes into force from the moment the insured trip starts, continues during the course of the trip until the end of the insured trip with a maximum duration per trip of 45 days, that is, the insurance only covers trips during the validity of this policy specified on the cover of the same, for periods of travel duration of 45 days, after the 45 days of travel have passed, it is necessary to return to the place of origin to have insurance coverage

### **Clause 4. Premium and payment obligations**

#### **1. Premium.**

In accordance with article 34 of the Law on the Insurance Contract, the premium paid by the Insured expires at the time of the insurance contract.

## **2. Cessation of the effects of the contract due to non-payment.**

The Company and the Insured, in accordance with the provisions of article 40 of the Law on the Insurance Contract, shall fix by common agreement the term in which the premium shall be paid.

If the premium or the corresponding fraction has not been paid, in the cases of payment in installments, within the agreed term, the effects of the contract shall automatically cease at twelve o'clock on the last day of that term. In case the term has not been agreed upon, a period of thirty calendar days following the expiration date will be applied.

Unless otherwise agreed, the term provided in the preceding paragraph shall not be applicable to the compulsory insurance referred to in Article 150 Bis of this Law. In the event of a compensable loss, the company shall deduct from the compensation due to the beneficiary, the total of the unpaid premium or the fractions of these not liquidated.

**Therefore, in case of default of the payment of the premium in any of its modalities, the contract will cease in its full effect and without the need of a judicial declaration.**

## **3. Rehabilitation.**

Notwithstanding the provisions of the foregoing points, the Insured may, within thirty days following the last day of the grace period indicated in the previous point, pay the premium for this insurance, in which case for the sole fact of the payment mentioned above, the effects of this insurance will be reinstated from the time and date indicated in the payment voucher, and the original validity will be extended automatically for a period equal to that between the last day of the aforementioned grace period, and the time and day on which rehabilitation will take effect.

However, if at the latest upon making the payment in question, the Insured requests in writing that this insurance retain its original validity, the Company will adjust, and in its case, immediately refund pro rata the premium corresponding to the period during the which ceased the effects of the same, according to article 40 of the Law on the Insurance Contract, whose initial and terminal moments are indicated at the end of the preceding paragraph.

In case the time is not included in the payment voucher, the insurance will be rehabilitated from twelve hours after the payment date.

Without prejudice to its automatic effects, the rehabilitation referred to in this clause must be recorded by the Company for administrative purposes, in the receipt issued for the corresponding payment, and in any other document issued after said payment.

## **4. Place of payment.**

The agreed premiums must be paid at the offices of the Company or at the banking institutions indicated by the latter, upon delivery of the receipt and proof of payment.

In the event that the Insured or contracting party makes the total payment of the premium or the total of the corresponding part of it if its fractional payment has been agreed, in any of the banking institutions indicated by the Company, it will be under its responsibility to make reference to the number of the policy that is being paid, so that the proof that for such effect is issued by said banking institutions, makes full proof of the payment of the premium or fraction thereof, of this insurance contract, until such time as the Company makes it delivery to the Insured of the corresponding receipt

### Clause 5ª. Sums insured

The amount that will be paid in each coverage as a compensable loss, is for each risk that is covered under this contract and that is specified in the title page of the policy.

For the coverage that operates in this policy, any indemnity that the Company pays will reduce in equal amount its responsibility, being able to be reinstated the sum insured at the request of the Insured, previous acceptance of the Company, in which case the Insured must pay the corresponding premium. . If the policy includes several paragraphs, the reduction or reinstallation will be applied to the subsection or subsections affected.

### Clause 6. Rates

The rates for this insurance are contemplated per person, by number of travel days, destinations, ages and coverages contracted, so that in case of hiring by family group, business group, student group and in general groups with an affinity, will indicate on the cover or specification of the policy the number of people that make up the group, so the sums and premiums will be calculated by the number of people who took out the insurance.

### Clause 7ª. Obligations of the insured

In the event of a loss, the Insured undertakes to:

#### a) Precautions

Execute all acts that tend to avoid or diminish the damage. If there is no danger in the delay, it will request instructions from the Company, and must abide by those indicated by it. The expenses made by the Insured, which are not manifestly inadmissible, will be covered by the Company, and if the latter gives instructions, it will anticipate said expenses.

**If the Insured does not comply with the obligations imposed on him by the preceding paragraph, the Company shall have the right to limit or reduce the indemnity, up to the value to which it would have risen if the Insured had complied with said obligations .**

#### b) Warning of loss.

Give notice to the Company as soon as it becomes aware of the occurrence of the claim and the right constituted in its favor by the insurance contract, within a period not exceeding five days, except in cases of force majeure or fortuitous, and must give it as soon as possible. how one or the other ceases. When the insured does not comply with this obligation, the company it will reduce the benefit due up to the amount that would have been imported if the notice had been given in a timely manner.

The Company will be released from all the obligations of the contract if the Insured fails to give the notice within the aforementioned period, with the intention of preventing timely verification of the circumstances of the incident.

#### c) Notice to the authorities.

Submit a formal complaint or complaint to the competent authorities, as soon as it becomes aware of the facts, when it is a theft or other criminal act that may be grounds for claim under this policy, as well as cooperate with the Company to achieve recovery of the goods or the amount of the damages suffered. **In the event that the Insured unjustifiably refuses to do so, he will compensate the Company for the damages and losses caused.**

2. In addition to the foregoing, the Insured undertakes to:

a) Claim notice:

The Insured undertakes to notify the Company, as soon as it becomes aware of the claims or demands received by him or his representatives, for which purpose he will send the documents or copies thereof, which for that reason have been delivered to him.

Failure to comply with this obligation on the part of the Insured will free the Company from covering the compensation that corresponds to the coverage affected by the loss. **The Company will not be bound by recognition of debts, transactions or any other legal acts of a similar nature, made or arranged without its consent. The confession of the materiality of an event can not be assimilated to the recognition of a responsibility.**

b) Trip Cancellation Notice. In the event of an event occurring according to the provisions of Clause 1. Specification of Coverage coverage I. Cancellation of travel, which is the cause of a cancellation of the trip, the Insured has the obligation to carry out the procedures for the cancellation of the travel immediately in order to keep cancellation charges to a minimum.

c) In section IV in case of claiming lost or destroyed items, the Insured must provide evidence proving the existence of the goods as well as their damage or loss, for which the insured must deliver to the Company the report with the airline, boat, bus, hotel, report to the police, records of theft before the Public Ministry or competent authority presenting a list and detailed description of the lost items.

d) Damages to checked baggage with carrier or hotel must be reported by the Insured at the time of receiving the baggage and detect that there are damaged or lost property. The insured must deliver to the Company the confirmation certificates corresponding to the report of the damages.

3. At the express request of the Company, the Insured will be obliged to do the following:

a) Submit a certificate or medical report that demonstrates the inability to travel.

b) Allow the Company to carry out an investigation regarding the inability to carry out the trip due to an injury due to an accident or illness, in order for said disability to be confirmed by a specialist doctor designated by the Company and submitted to the medical examinations indicated by the Company.

4. Communicate the existence of other insurance:

When insurance is contracted with several companies against the same risk and for the same interest, the insured will have the obligation to inform each one of the insurers, the existence of the other insurances.

The notice must be given in writing and indicate the name of the insurers, as well as the sums insured .

If the insured intentionally omits the indicated notice, or if he contracts the various insurances to obtain an illicit benefit, the Company will be released from its obligations.

## **Clause 8. Basis of valuation and compensation of damages**

1. Company Law In the event of losses that affect insured property, you may choose to replace or repair them to the satisfaction of the insured, or pay in cash the actual value or replacement thereof on the date of the loss and without exceeding the insured sum in force .

2. Documents, data and reports that the Insured must submit to the company

a) The insured is obliged to verify the basis of his claim and how many ends are recorded in it. The Company shall have the right to demand from the Insured all kinds of reports on the facts related to the incident and by

which the circumstances of its realization and the consequences thereof may be determined and the Insured shall deliver to the Company, the documents and data that are they specify in the following paragraphs

b) A statement of the damages caused by the loss, indicating in the most detailed and accurate way possible, which were the stolen and / or damaged goods, as well as the amount of the corresponding damage, taking into account the value of said insured property in the moment of the accident.

c) Verification of the previous existence of the insured property stolen or damaged, through invoices, appraisals, witnesses, relationship that has been incorporated in the policy, photographs or video filming

d) Purchase note or valuation invoice or certificates

e) Detailed list of all the insurances that exist on the insured goods.

f) All the data related to the circumstances in which the accident occurred and certified copies of the actions carried out by the public prosecutor or by any other authority that had intervened in the investigation, due to the complaint that the insured must present about the sinister or facts related to it.

Without prejudice to the aforementioned documentation and information, the realization of the incident shall be considered, for the purposes of this insurance, with the mere presentation of the criminal complaint, its ratification and proof of ownership and prior existence.

In no case may the claim be verified in court, in accordance with the provisions of Article 71 of the Law on the Insurance Contract.

All documents such as invoices or sales purchase notes must comply with current tax requirements.

3. The intervention of the Company in the valuation, or any assistance that the Company or its representatives provide to the Insured or to third parties, will not imply acceptance by the latter of any responsibility with respect to the claim (article 119 of the Law on the Insurance Contract) .

4. For effective compliance with article 71 of the Law on the Insurance Contract, it will be understood that the Insured has complied with its obligation, delivering to the Company the documentation that for each case is specified in the instructions that will be delivered together with the policy. , and that is part of it.

5. Report of claims and / or assistance.

In case of a situation of loss and / or assistance, and before initiating any action, the Insured must call the telephone assistance center providing the following information:

a) Name of the person making the report b) Policy number

c) Name of the Insured

d) Validity of the policy

e) Description of the facts

f) Name and password of the insurance agent.

Call the area of sinister damages to raise the claim report to the following numbers

**01 (800) 849 3917**

**01 (55) 9177 5000**

**01 (55) 2167 6009**

**01 (55) 2167 6012**

**No reimbursement of the services contracted by the insured will be paid without the prior consent of the company, except in the case of proven force majeure that prevents him from communicating with the same or with the third parties in charge of providing said services.**

When the Company makes the payment of any of the indemnities foreseen in these coverages, the Insured will transfer all the rights that attend it to third parties, and will be obliged to extend the documents that are required for such purpose.

The Company will make the payments and indemnities referred to in this policy, provided that this does not generate profit for the insured.

### **Clause 9. Territoriality**

The coverage covered by this policy as well as the assistance services referred to people, their luggage and personal effects will be extended to all the world, unless stipulated otherwise.

### **Clause 10<sup>a</sup>. Fraud, fraud or bad faith**

**Termination of obligations of the Insurer so that the right to be compensated for the following causes is lost:**

1. It is the obligation of the contracting party and / or his representative, to declare in writing, all the important facts for the assessment of the risk that he knows or must know at the moment of the conclusion of the contract.
2. In case of omissions and / or false statements from the contracting party and / or representative, when declaring in writing in the Company's requests or in any other document, the Company may terminate the contract in full in terms of the provisions of Article 47 of the Law on the Insurance Contract, in relation to articles 8, 9 and 10 of the same Law.
3. If the Insured, the beneficiary or its representatives, with the purpose of making it an error, disguise or inaccurately declare facts that would exclude or could restrict said obligations.
4. If, with the same purpose, they do not deliver to the Company in time the documentation specified in clause 7 of these general conditions.
5. If there is in the loss or in the claim fraud or bad faith of the Insured, the beneficiary, the assignees or the attorneys of any of them.

### **Clause 11. Early termination of the contract**

The parties expressly agree that this contract may be terminated in advance. When the Employer terminates it, it shall have the right to the corresponding premium, in proportion to the effective time not run from the date of termination of the contract indicated in writing to the company.

When the Company terminates it, it will do so by written notification to the Employer, with the termination of the insurance having effect, fifteen days after the respective notification has been made. The Company must return the entire premium, in proportion to the unexpired term, at the latest upon making such notification, without whose requirement it will be deemed not made.

### **Clause 12th. Prescription**

All the actions that derive from this insurance contract will expire in two years, counted from the date of the event that originated them in accordance with the provided in the terms of article 81 of the Law on the Insurance Contract, except in the cases of exception set forth in article 82 of the same Law.

The prescription will be interrupted not only by ordinary causes, but also by those referred to in articles 50 Bis and 66 of the Law of Protection and Defense to the User of Financial Services, as well as by the provisions of article 84 of the Law About the Insurance Contract. Likewise, it will be suspended in the cases foreseen therein.

### **Clause 13. Competition**

In case of dispute, the contractor, Insured and / or the beneficiary, may go in the first instance to the Specialized Unit of Attention to Queries and Claims of Seguros SA, SA, where the query or claim raised will be attended and a response will be given.

If the disagreement persists, they may go to any of the delegations of the National Commission for the Protection and Defense of the Users of Financial Services within the Mexican Republic, if the parties do not submit to the arbitration of the same, or who the latter propose, the rights of the claimant will be left safe to be asserted before the judge of the domicile of said delegations. In any case, it is up to the claimant to go before the aforementioned instances or directly before the aforementioned judge.

### **Clause 14th. Communications**

Any statement or communication related to this contract must be sent to the Company in writing, precisely at your address, indicated on the cover of the policy.

The requirements and communications that the Company must make to the Insured or his successors will be valid if they are made at the last address known by the Company.

### **Clause 15th. Currency**

It is agreed between the parties that the payment of any compensation that proceeds in accordance with these general conditions will be in national currency or Dollars of the United States of America.

However, in accordance with Article 8 of the Monetary Law, such obligations may be settled by the Company in National Currency at the exchange rate to settle obligations denominated in foreign currency payable in the Mexican Republic published by the Bank of Mexico in the Daily Official of the Federation, the banking business day immediately preceding that in which the payment is made.

### **Clause 16th. Subrogation of rights**

The Company will be subrogated up to the amount paid in the rights of the Insured, as well as in their corresponding actions, against the authors or those responsible for the loss. If the Company so requests, at the expense of the same, the Insured shall record the subrogation in a public deed. If due to the facts or omissions of the Insured, subrogation is totally prevented, the Company will be released from its obligations.

If the damage was only partially compensated, the Insured and the Company will concur to enforce their rights in the proportion that corresponds to them.



### **Clause 17th. Payment of Compensation**

Once the cause and degree of responsibility of the Company have been established, the credit resulting from the insurance contract will expire thirty days after the date on which the company has received the documents and information that will allow it to know the basis of the claim, in accordance with the provisions of article 71 of the Law on the Insurance Contract.

### **Clause 18th Interest rate**

In the event that the Company, notwithstanding having received all the documents and information that allow it to know the basis and determination of the claim that has been presented to it, does not comply with the obligation to pay compensation, capital or income under the terms of the Article 71 of the Law on the Insurance Contract, is obliged to pay the Insured, beneficiary or third party damaged compensation for default in accordance with the provisions of article 276 of the Law of Insurance and Bonding Institutions during the period of default . Said interest shall be computed from the day following that in which the obligation becomes obligatory.

### **Clause 19. Expertise**

In case of disagreement between the Insured and the Company, about the amount of any loss or damage, the matter will be submitted to the opinion of an expert that both parties designate by common agreement in writing; but if they do not agree on the appointment of a single expert, two will be appointed, one for each party, which will be done within ten days from the date on which one of them was required by the another in writing for him to do it. Before beginning their work, the two experts will name a third party in the case of discord.

If one of the parties refuses to name its expert or simply does not do so when it is required by the other party, or if the experts do not agree on the appointment of the third party, it will be the judicial authority, which, at the request of any of the parties, will make the appointment of the expert, the third expert or both if necessary.

The death of one of the parties if it were a natural person, or its liquidation if it were a legal person, occurred while the expert is being carried out, will not annul or affect the powers or attributions of the expert, or of the experts or of the third expert, according to the case, or if one of the experts of the parties or the third expert dies before the opinion will be appointed another by whom it corresponds (the parties or the judicial authority) to replace it.

Expenses and fees arising from the expert's report will be borne by the Company and the Insured in equal parts, but each party will cover the fees of its own expert.

The expert opinion referred to in this Clause does not mean acceptance of the claim by the Company, it will simply determine the loss that the Company would be obliged to compensate, leaving the parties free to exercise the actions and oppose the corresponding exceptions.

### **Clause 20. commissions**

During the validity of the policy, the contracting party may request in writing the institution to report the percentage of the premium that, as a commission or direct compensation, corresponds to the intermediary or legal entity for his intervention in the execution of this contract. The institution will provide such information, in writing or by electronic means, within a period not to exceed ten business days after the date of receipt of the request.

### **Clause 21<sup>a</sup>. Acceptance of the contract (Article 25 of the Insurance Contract Law).**

If the contents of the policy or its modifications do not agree with the offer, the Insured may request the corresponding rectification within thirty days following the day on which the policy is received. After this period, the stipulations of the policy or its modifications will be considered accepted.

### **Clause 22<sup>a</sup>. Jurisdiction**

It is agreed between the parties that for any legal effect that is generated in accordance with these general conditions will be submitted to the competent courts in Mexico, expressly waiving any other jurisdiction that may correspond.

### **Clause 23<sup>a</sup>. Transcription of articles cited Law on the Insurance Contract (LSCS). Law on the Insurance Contract (LSCS).**

Article 8. The proposer shall be obliged to declare in writing to the insurance company, in accordance with the relative questionnaire, all the important facts for the assessment of the risk that may influence the agreed conditions, such as those known or must be known in the moment of the conclusion of the contract.

Article 9 . If the contract is concluded by a representative of the Insured, all important facts must be declared or must be known to the representative and the represented party.

Article 10 . When insurance is proposed for the account of another, the proponent must declare all important facts that are or should be known to the third party or its intermediary.

Article 34. Unless otherwise agreed , the premium will expire at the time of conclusion of the contract, as regards the first insurance period; meaning the period for which the premium unit is calculated by insurance period. In case of doubt, it will be understood that the insurance period is one year.

Article 40. If the premium or the corresponding fraction has not been paid, in the cases of payment in installments , within the agreed term, the effects of the contract shall automatically cease at twelve o'clock on the last day of that term. In case the term has not been agreed upon, a period of thirty calendar days following the expiration date will be applied. Unless otherwise agreed, the term provided in the previous paragraph shall not apply to the mandatory insurance referred to in Article 150 Bis of this Law.

Article 47 .Any omission or inaccurate declaration of the facts referred to in articles 8, 9 and 10 of this law, will empower the insurance company to consider the contract terminated as of right, even though they have not influenced the realization of the contract. Sinister.

Article 53. For the effects of the previous article it will always be presumed:

I. That the aggravation is essential, when it refers to an important event for the assessment of a risk of such luck that the company would have contracted under different conditions if upon concluding the contract it had known an analogous aggravation;

II. That the insured knows or must know any aggravation arising from acts or omissions of his tenants, spouse, descendants or any other person who, with the consent of the insured, lives in the building or has in his possession the furniture that was the subject of the insurance .

Article 70. The obligations of the company shall be extinguished if it shows that the Insured, the beneficiary or the representatives of both, in order to make it incur in error, disguise or inaccurately declare facts that would exclude or could restrict said obligations. The same will be observed if, for the same purpose, the documentation referred to in the previous article is not sent in time.

Article 71. The credit resulting from the insurance contract will expire thirty days after the date on which the company has received the documents and information that will allow it to know the basis of the claim. The clause in which it is agreed that the credit can not be demanded only after having been recognized by the company or proven in court will be null.

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

I. In five years, in the case of death coverage in life insurance.

II. In two years, in the other cases.

In all cases, the deadlines will be counted from the date of the event that gave rise to them.

Article 82. - The term referred to in the previous article will not run in case of omission, false or inaccurate statements about the risk incurred, but from the day in which the company had knowledge of it; and if it is about the realization of the accident, from the day it has come to the knowledge of the interested parties, who must demonstrate that until then they ignored this realization.

In the case of third-party beneficiaries, it will also be necessary for them to have knowledge of the right constituted in their favor.

Article 84. In addition to the ordinary causes of interruption of the prescription, this will be interrupted by the appointment of experts on the occasion of the realization of the loss, and in the case of action in payment of the premium, for the requirement of payment.

## **LAW OF INSURANCE INSTITUTIONS AND BOND INSTITUTIONS**

ARTICLE 276 (LISF) . If an Insurance Institution does not comply with the obligations assumed in the insurance contract within the terms that it legally has for its fulfillment, it must pay the creditor a compensation for delay in accordance with the following:

I. Obligations in national currency will be denominated in Investment Units, at the value of these on the due date of the periods referred to in the initial part of this article and their payment will be made in national currency, at the value of the Investment Units, have the date on which it is made, in accordance with the provisions of the second paragraph of section VIII of this article.

In addition, the Insurance Institution will pay a default interest on the obligation denominated in Investment Units in accordance with the provisions of the preceding paragraph, which will be capitalized monthly and whose rate will be equal to the result of multiplying by 1.25 the cost of liabilities denominated in Investment Units of the banks' multiple banking institutions

country, published by the Bank of Mexico in the Official Gazette of the Federation, corresponding to each of the months in which there is a delay;

II. When the main obligation is denominated in foreign currency, in addition to the payment of that obligation, the Insurance Institution will be obliged to pay a moratorium interest which will be capitalized monthly and will be calculated applying the amount of the obligation itself, the percentage that results from multiplying by 1.25 the cost of term deposits of liabilities denominated in United States dollars, of the country's multiple banking institutions, published by the Bank of Mexico in the Official Gazette of the Federation, corresponding to each of the months in which there is default;

III. If, on the date on which the calculation is made, the reference rates for the calculation of the moratorium interest referred to in sections I and II of this article have not been published, that of the immediately preceding month shall apply and, in the event that such rates are not published, the moratorium interest will be computed by multiplying by 1.25 the rate that replaces them, in accordance with the applicable provisions;

IV. The default interest referred to in this article shall be generated per day, from the date of expiration of the periods referred to in the initial part of this article and until the day on which the payment foreseen in the second paragraph of the fraction is made. VIII of this article. For its calculation, the reference rates referred to in this article must be divided by three hundred and sixty-five and multiply the result by the number of days corresponding to the months in which the non-compliance persists;

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

SAW. The rights of the creditor to indemnity benefits established in this article are inalienable. The agreement that seeks to extinguish or reduce them will not have any legal effect. These rights will arise due to the mere passing of the term established by the Law for the payment of the principal obligation, even if it is not liquid at that time.

Once the amount of the principal obligation has been established in accordance with the agreement of the parties or in the final decision rendered in a trial before the judge or arbitrator, the indemnity benefits established in this article must be covered by the Insurance Institution on the amount of the main obligation thus determined;

VII. If in the respective trial the claim is appropriate, even if the payment of the compensation for delay established in this article has not been demanded, the judge or arbitrator, in addition to the main obligation, must condemn the debtor to cover these benefits as well to the preceding fractions;

VIII. Compensation for default consisting of the updating and interest system referred to in sections I, II, III and IV of this article will be applicable to all types of insurance, except in the case of surety insurance that guarantees indemnities related to the non-payment of tax credits, in which case the provisions of the Fiscal Code of the Federation will be applied.

The payment made by the Insurance Institution will be made in a single exhibition that includes the total balance for the following items:

- a) Default interest;
- b) The update referred to in the first paragraph of section I of this article, and
- c) The main obligation.

In the event that the Insurance Institution does not pay in a single exhibition all the amounts of the obligations assumed in the insurance contract and the compensation for default, the payments made will be applied to the concepts indicated in the order established in the previous paragraph, so that compensation for default will continue to be generated in terms of this article, on the amount of the principal obligation not paid, until

it is covered in full.

When the Institution interposes a means of defense that suspends the procedure of execution foreseen in this law, and a final judgment is issued in which the impugned acts remain, the corresponding payment or collection must include the compensation for delinquency that until that moment had generated the main obligation, and

IX. If the Insurance Institution, within the deadlines and legal terms, does not pay the compensation for late payments, the judge or the National Commission for the Protection and Defense of Users of Financial Services, as appropriate, will impose a fine of 1000 to 15000 Salary Days.

In the case of the administrative procedure of execution foreseen in article 278 of this Law, if the insurance institution, within the terms or legal terms, does not pay the compensation for late payments, the Commission will impose the fine indicated in this fraction, at the request of the executing authority that corresponds according to section II of said article.

ARTICLE 277 (LISF). In jurisdictional matters for compliance with the final judgment that is dictated in the procedure, the Judge of the records will require the Insurance Institution, if it has been condemned, so that it verifies within the seventy two hours following, to have paid the benefits to which it had been condemned and in case of omitting Upon verification, the Judge orders the intermediary of the securities market or the depository institution of the securities of the Insurance Institution that, without liability to the depository institution and without requiring the consent of the Insurance Institution, carries out the auction of securities owned by the Institution of Insurance, or, in the case of institutions for the deposit of securities referred to in the Securities Market Law, transfer the securities to an intermediary of the stock market so that the latter may carry out said auction.

In the contracts entered into by the Insurance Institutions for the administration, intermediation, deposit or custody of securities or securities that form part of their assets, the obligation of the securities market intermediary or the depository institution to comply with the provisions established must be established. in the previous paragraph.

In the case of contracts entered into by the Insurance Institutions with securities depository institutions, the intermediary of the securities market to which the depository institution must transfer the securities must be foreseen in order to comply with the provisions of the preceding paragraph and with which the Institution of Insurance must have a contract that establishes the obligation to auction securities to comply with the provisions of this article.

The intermediaries of the securities market and the depository institutions of the securities with which the Insurance Institutions have contracts for the administration, intermediation, deposit or custody of securities that form part of their assets, will be subject, as indicated in this article, to the provisions of this Law and the other applicable provisions.

The competition for territory to sue in matters of insurance will be determined, at the option of the claimant, by reason of the domicile of any of the delegations of the National Commission for the Protection and Defense of Users of Financial Services. Likewise, the Judge of the domicile of said delegation shall be competent; any agreement stipulated contrary to the provisions of this paragraph shall be null and void.

#### **Law of the National Commission for the Protection and Defense of Users of Financial Services (CONDUSEF).**

Article 50 Bis. Each Financial Institution must have a Specialized Unit that will have the purpose of attending queries and claims of the Users. Said Unit will be subject to the following:

I. The Unit Owner must have the power to represent and compel the Financial Institution to comply with the agreements derived from the attention given to the claim;

II. It will have regional managers in each state in which the Financial Institution has branches or offices of attention to the public;

III. The expenses derived from its operation, operation and organization shall be borne by the Financial Institutions;

IV. You must receive the query, claim or clarification from the User by any means that facilitates its reception, including the reception in branches or offices of attention to the public and respond in writing within a period not exceeding thirty business days, counted from the date of receipt, and

V. The holder of the Specialized Unit must present within ten business days following the close of each quarter, a report to the National Commission of all inquiries, claims and clarifications received and addressed by the Financial Institution in the terms that the Commission National establish through general provisions issued for this purpose.

The presentation of claims before the Specialized Unit will suspend the prescription of the actions to which they may give rise.

The Financial Institutions must inform by means of notices placed in visible places in all their branches, the location, opening hours and responsible or responsible for the Specialized Unit. Users may, at their discretion, present their query or claim to the Specialized Unit of the Financial Institution in question or before the National Commission.

The Specialized Units will be supervised by the National Commission.

Article 66. The claim that meets the indicated requirements, by its mere presentation, will interrupt the prescription of the corresponding legal actions, until the procedure ends.

**“In compliance with the provisions of Article 202 of the Law on Insurance and Bonding Institutions, the contractual documentation and the technical note that make up this insurance product were registered with the National Insurance and Bonding Commission, as of the day June 1, 2015, with the number PPAQ-S0023-0034-2015 “.**

## **ORIGINAL ADDITIONAL COVERAGE RESORTS**

### **General Conditions Civil liability**

The Company is obliged to pay the damages, prejudice and moral damages that the Insured causes to third parties during the trip in accordance with the applicable legislation in the area of civil liability in force in the United Mexican States or foreign legislation in case the damages caused are abroad, due to non-intentional acts or omissions that occurred during the validity of this policy, and that cause the death or impairment of the health of said third parties or the deterioration or destruction of property owned by them.

The damages and moral damage are protected in the measure that result to be a direct and immediate consequence of the damages caused under the protection of this policy.

For the purpose of this coverage, it is understood as the duration of the trip 12 hours before departure of the airplane flight and 12 hours after having landed it.

The civil liability incurred by the Insured for damages to third parties is ensured, derived from trips made within the Mexican territory or abroad in case of having contracted coverage for damages abroad in any of the following cases:

- a. Trips made for pleasure and for holiday purposes.
- b. Trips made with work reasons.
- c. Trips made for academic and / or student purposes.

## Scope of coverage

The obligation of the Company includes:

- a) The payment of damages, damages and consequential moral damage for which the Insured is responsible, in accordance with the provisions of this policy.
- b) The payment of the defense expenses of the Insured, within the conditions of this policy.
- c) This coverage includes, among others:

1. The payment of the amount of premiums for judicial bonds that the Insured must grant in guarantee of the payment of the sums that are claimed as civil liability covered by this insurance contract. As a result, they do not consider included within the obligations that the Company assumes under this contract, the bonuses for bonds that must be granted as security for the Insured to reach their preparatory, provisional or conditional freedom, during a criminal process.
2. The payment of expenses, costs and legal interests that the Insured must pay by judicial or arbitral decision.
3. The payment of the expenses incurred by the Insured, due to the processing and settlement of the claims.

## Delimitation of scope of coverage

- a) The maximum limit of liability for the Company, for one or all claims that may occur during the term of this insurance, is the insured amount indicated in the policy.
- b) The limit of insured sum that appears as contracted is a limit that corresponds only to the person who appears as Insured on the cover of the policy.
- c) The occurrence of several damages during the validity of the policy, arising from the same or the same cause, will be considered as a single loss, which, in turn, will be deemed to have occurred at the time of the first damage of the policy. series.
- d) The payment of the expenses referred to in point 2 of subsection b) will be included up to 50% within the sum insured contracted.

## Notice in case of disaster

In the event of loss covered by this contract, the following premises must be observed:

- a) To take precautions:

The Insured undertakes to execute all acts that tend to avoid or diminish the damage. If there is no danger in the delay, the Insured will request instructions from the Company and must abide by what it indicates. The expenses made by the Insured, which are reasonably necessary and appropriate to avoid or diminish the damage, will be covered by the Company, and if the latter gives instructions, it will be able to anticipate these expenses.

**If the Insured does not comply with the obligation to take precautions and follow the instructions of the Company, the latter shall have the right to limit or reduce the indemnity, up to the value to which it would have been raised if the Insured had complied with said obligations.**

- b) Notice of claim.

The Insured or his representative, as soon as he becomes aware of any claim or claim for a loss that occurred within the validity of the policy, is obliged to notify the Company, in writing, within a period not exceeding 5 (five) days. natural and within the same period send you by specialized courier the original documents received or copy of them. **Failure to comply with this obligation on the part of the Insured will free the Company from covering the compensation corresponding to the coverage affected by the loss up to the amount that would have been imported if the notice had been given in a timely manner.**

- c) Cooperation and assistance of the Insured with respect to the Company:

The Insured undertakes, in all proceedings that may be initiated against him, due to the responsibility covered by the insurance:

- To provide the data and evidence, that have been required by the Company for its defense, if necessary or when the Insured does not appear.
- To exercise and enforce the actions and defenses that correspond to it in law.
- To appear in all proceedings.
- To grant powers in favor of the lawyers that the Company designates to represent them in the aforementioned procedures, in case they can not intervene directly in all the procedures of said procedures.

All expenses incurred by the Insured, in order to comply with said obligations, shall be borne by the insured sum related to defense expenses.

d) Process direction:

Once the obligation of the Insured indicated in subsection b) of this clause has been fulfilled, the Company undertakes to express it immediately in writing, whether or not it assumes the direction of the process.

If you do not make such a statement in the manner provided, it will be understood that the Company has assumed the direction of the proceedings against the Insured and the latter must cooperate with it, in the terms indicated above.

In the event that the Company does not assume the direction of the process, it will advance the Insured in advance up to the amount it was obliged to pay for this concept, so that the Insured covers the expenses of his defense, which he must perform with due diligence. The Insured must inform the Company in writing of the state that keeps the process when it is required.

In the event that the Company assumes the direction of the process, regardless of the result obtained at the end of the process, **the Company will not have any responsibility for the resolution thereof, provided that the Company has acted diligently; However, if the Company acts with gross negligence, the expenses will be covered in their entirety without exceeding the insured amount in effect at the time of the loss. and)**

e) Claims and demands:

The Company is authorized to carry out the settlement of the claims out of court or judicially, to direct trials or promotions before authority and to enter into agreements.

The Company will not be obliged to respond for recognition of debts, transactions or any other legal acts of a similar nature - whether made or agreed upon - if the Insured carried them out without the written authorization of the Company. The confession of the materiality of an event can not be assimilated to the recognition of a responsibility.

f) Refund:

If, after acceptance of the Company, the Insured indemnifies the affected party in whole or in part, the payment will be reimbursed in the corresponding proportion.



## PRIVATE EXCLUSIONS OF THE CIVIL SECURITY SECTION

In no case shall the Company be liable for loss or damage as a result of:

- a) External responsibilities, in which the Insured, by agreement or contract, undertakes to replace the original obligor, to repair or compensate eventual and future damages to third parties in their persons or in their properties.
- b) Responsibilities and / or damages caused by nuclear reaction or radioactive contamination.
- c) Liability and / or damages caused to third parties by products manufactured, delivered or supplied by the insured or by the work performed.
- d) Responsibilities and / or damages caused with reasons for works, constructions, extensions or demolitions.
- e) Responsibilities for contamination of any kind.
- f) Responsibilities as a result of loss of property or theft.
- g) Responsibilities and / or damages caused to property owned by third parties that are in possession of the Insured by deposit, custody or by order of authority and that are in the power of the Assured in lease, sublease or loan.
- h) Responsibilities derived from the use, ownership or possession of vessels, aircraft or motorized land vehicles.
- i) Responsibilities derived from damages caused intentionally or with complicity and / or participation of the Insured or their representatives or employees.
- j) Responsibilities for damages suffered by the spouse, concubine and / or concubinage, the parents, the children, brothers, parents or political brothers, and other relatives of the Insured who live permanently with him.
- k) Responsibilities attributable to the Insured in accordance with the Federal Labor Law, Social Security Law or other provision complementary to said Laws.
- l) Responsibilities for damages derived from the exploitation of an industry or business, the exercise of a trade, profession or paid service or a charge or activity of any kind, even if they are honorary.
- m) Civil Liability for Professional Risks.
- n) Serious guilt or inexcusable negligence of the victim.
- o) Claims and / or damages caused by unforeseeable circumstances or force majeure, fights, fights, malicious acts, popular uprisings, strikes, announcements of bombs and / or danger of bombs and / or similar.
- p) Guarantee of the products that the Insured sells, including genetic damage to people or animals.
- q) Any liability or damage and / or obligation to defend resulting from damage to property, harm to persons, impairment of health, occupational disease, disability, shock, death, mental anguish or mental harm, at any time resulting from the manufacture of, extraction of, use of, sale of, installation of, removal of, distribution of or exposure to products containing † abacus, asbestos, asbestos fibers, dimethyl isocyanates, oxyquinoline, chlorinated biphenyls such as dioxins, furans, chlorofluorocarbons, askareles, chlorophenols, chlorinated hydrocarbons, pesticides such as aldrin, chlordane, dieldrin, endrin, mirex, toxaphene, ddt, heptachlor and hexachlorobenzene ; toxic mold, aflatoxins and mycotoxins; Urea foam, formaldehyde, diethyl (DES), methyl, terbutyl, ether, dimethyl socianate, terephthalates, organochlorines, mercury and its components, lead, heavy metals and their compounds; genetically modified products and organisms, transgenic products; contraceptives and treatments for human fertility, latex or latex products, electromagnetic fields.
- r) Loss, damage, destruction, distortion, deletion, corruption or alteration of electronic information caused by a computer virus or the failure of an external network or the loss of use, reduction in functionality, costs or expenses of any nature resulting from them, without taking into account any other cause or event contributing, concurrent or in any sequence of the loss.
- s) Any claim resulting from damages caused by the transmission of diseases.
- t) Any compensation that has or represents the character of a fine, a penalty, a punishment or an example, such as those called for "punitive damages", for "damages for revenge", for "exemplary damages" or others with similar terminology .
- u) Physical injuries or damage to property to which the Insured may be accused of serious fault for:
  - Being under the influence of alcohol.
  - That the Insured has originated or contributed to the intoxication of the person directly causing the damage.
  - That the Insured has provided alcoholic beverages: or
  - Contrary any legal provision related to the sale, donation, distribution or use of alcoholic beverage.

This exclusion only applies if the Insured is engaged in the manufacture, distribution or sale of alcoholic beverages or is employed or provides services to a company that has the aforementioned business.

v) The Insured's obligation under labor laws, including disability benefits. Responsibility of the Insured as employer. Physical injuries to an Employee of the Insured.

w) Physical injuries or damage to property that derives from:

- The transportation of mobile equipment by a car owned or operated by or leased to the Insured; or
- The use of mobile equipment for any speed race, demolition or dubbing activity.

y) By phenomena of the nature of extraordinary character, such as floods, avalanches of mud, earthquakes, volcanic eruptions or cyclonic storms, hurricane, blow of sea, swell.

z) Fines.

aa) Ex gratia payments.

bb) For genetic damage to people, animals or plants or living being that is presumed to have a central nervous system.

cc) For infectious diseases

dd) For losses and / or damages to goods or persons that, directly or that derive or that are related to the "internet operations".

For purposes of this section, "internet operations" is understood as:

1. The use of email systems by the Insured
2. Access to the World Wide Web computer network (www) or to a public internet site, by the Insured.
3. Access to the Insured's "intranet" that is available through the "World Wide Web" computer network (www). "Intranet" is understood as the internal data and information resources of the Insured.
4. The operation and maintenance of the Insured's website (his website).
5. The recommendations or information found on the Insured's website.