



# GENERAL CONDITIONS

HDI Tourist Auto

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## POLICYHOLDERS, INSURED AND BENEFICIARIES BASIC RIGHTS BROCHURE

Did you know that as a *Policyholder, Insured, or Beneficiary* of an insurance policy, you have the following rights?

### When contracting your insurance

- Request your Insurance Agent to provide an identification with a valid license number and type, as well as the address where they conduct their activities.
- Know the amount of the commission or direct compensation that corresponds to your agent for the sale of the *Insurance Contract*.
- Receive the information that allows you to know the General Conditions of your *Insurance Contract*, including the actual scope of the contracted *Coverage*, the way to maintain it, as well as the reasons for termination thereof.

### In the event of any *Incident*.

- Receive the indemnities that are determined as appropriate, even if the insurance contract *Premium* is not paid; provided that the insurance contract is in force, in accordance with the provisions of **Article 40** of the Insurance Contract Law (*Ley Sobre el Contrato de Seguro*).
- Know that, in the insurance of *Damages*, if the affected *Coverage* does not have automatic reinstatement, any *Indemnity* paid by HDI SEGUROS reduces the *Insured Amount* by the same amount. This can be reinstated upon written request and accepted in the same manner, and you must pay the corresponding *Premium* for said reinstatement.
- Know that HDI SEGUROS may choose, as established in the *Policy*, to repair the *Insured Vehicle* or cover the indemnity, making the *Insured* or *Beneficiary* expressly aware of the principles, criteria to be followed, and the options that the *Insured* may choose.
- Collect an *Indemnity* for late payment in case of non-timely payment of the *Sums Insured*.
- Request the issuance of a technical opinion from CONDUSEF, if both you and HDI SEGUROS did not submit to arbitration.

Should there be any question, our customer service phone numbers are available to you: 800 667 31 44.

Additionally, you can visit our Specialized Customer Service Department (UNE), located at Blvd. San Juan Bosco No. 5003, Col. Rancho Seco, 37669, Leon, Guanajuato. Phone: 477 740 2827, from Monday through Friday 9:00 a.m. to 2:00 p.m. or via email to the following address: [une@hdi.com.mx](mailto:une@hdi.com.mx)

**“In compliance with the provisions of Article 202 of the Insurance and Bonding Institutions Law (*Ley de Instituciones de Seguros y de Fianzas*), the contractual documentation and technical note comprising this insurance product were registered with the National Insurance and Bonding Commission, as of the \_ day of \_\_\_\_\_, \_\_\_\_, under number \_\_\_\_\_ / CONDUSEF-\_\_\_\_\_”.**

## PRELIMINARY

*HDI SEGUROS* and the *Policyholder* have agreed on the *Coverages*, insured amounts, and maximum Responsibility amounts that appear on the *Policy Face Page* as contracted, with the understanding that one or more of the *Coverages* **described in clause 1 of these General Conditions** may be chosen; consequently, those not indicated as covered will not be valid between the parties, even if they are included and regulated in these conditions.

The *Policyholder* declares that, in accordance with the provisions of **Article 8** of the Insurance Contract Law, it has informed *HDI SEGUROS* in writing about all significant facts for the assessment of the *Risk* and that may influence the agreed conditions, as they know or should know upon the execution of this contract.

The validity of this contract is established in the *Policy Face Page*.

Both parties agree that these General Conditions govern the Insurance Contract entered into between them and, in all matters not provided for herein, the Insurance Contract Law shall apply.

## DEFINITIONS

**Abandonment:** the material act performed by the *Policyholder* or *Insured* upon parting with the insured property under the *Policy*, with the intention of relinquishing its possession.

**Attorney:** A person appointed by *HDI SEGUROS* with studies in the science of Law and with the necessary experience to provide the services stated on the *Policy*, for the legal defense of the *Insured*.

**Breach of Trust:** the improper disposition made by a person of the insured property of which tenancy, but not ownership, has been conveyed thereto.

**Companion(s):** Shall be understood as the natural person who assists the insurance *Beneficiary* or the user of the *Assistance Services* when necessary and as indicated in these General Conditions.

**Car Accident:** *Collisions*, *Rollovers*, and any event that may cause physical damage to any property, including the *Insured Vehicle* and/or bodily *Injuries* to one or more persons, caused by an external, violent, fortuitous, and sudden cause.

**Malicious acts by individuals:** acts committed by one or more persons outside cases of *Strikes* or *Popular unrest*, intentionally causing physical *Damage* to the *Insured Vehicle*.

**Adaptation and/or Conversion:** any modification and/or addition to the body, structure, coatings, mechanisms, and/or devices that may alter the original design or operation of the *Insured Vehicle* for which it was designed.

**Avalanche:** a considerable mass of snow or earth that collapses from the mountains and rushes down with force.

**Assault:** *Theft* committed using force or violence (whether moral or physical) against persons.

**Insured:** a legal entity or individual entitled to claim the services, payments, or benefits of the *Policy Face Page* and whose name must appear therein.

**Commercial automobile:** any vehicle with private, local public, or federal service plates used for the transportation of cargo, goods, and/or persons for profit.

**Automobile for private use:** a vehicle with a load capacity not exceeding three and a half (3.5) tons and with private service plates. This includes “super duty” vehicles, as long as they are for family *Use* and are not used for the transportation of cargo, goods, or persons for profit.

**Electric automobile:** a vehicle powered by motors that are fed by a high-voltage battery storing electrical energy.

**Hybrid Vehicle:** vehicle with a combination of *Electric* and combustion engines; both systems work together to propel the vehicle.

**Competent authorities:** Authorities recognized under Mexican laws, particularly in any legal matter.

**Breakdown:** *damage* suffered by the *Insured Vehicle* that may prevent it from moving under its own power due to an internal failure, without the intervention of intentional or accidental external factors.

**Major Breakdown:** *damages* caused to the *Insured Vehicle* during its voyage in maritime navigations. Common or major *breakdown* is when any extraordinary sacrifice or expenditure has been made or incurred, intentionally, or reasonably, for the common safety in order to preserve from danger the properties involved in a collective risk of water navigation. The number of common *Breakdowns* shall be borne by all parties interested in the voyage in proportion to the amount of their respective interests. Acts and contributions with regard to common *Breakdown*

shall be governed, unless otherwise agreed, by the international customs and practices included in the current York-Antwerp Rules.

**Preferred Beneficiary:** A legal entity or individual who, upon agreement with *HDI SEGUROS* and at the request of the *Policyholder*, is entitled to the corresponding payment or service over any other *Beneficiary* in case of *Total Loss* due to *Physical Damage* or *Total Theft*. If the name or business name thereof exists, it must appear on the *Policy Face Page* or in an endorsement that may form an integral part of the contract.

**Beneficiary and/or beneficiaries:** Legal entity or individual who, at the time of an *Incident*, is entitled to the corresponding payment or service under the terms of this *Policy Face Page*. In the case of legal entities, the *Legal Representative* will be considered the *Beneficiary*.

**Boat:** the specified vessel in the *Policy Face Page* and the platform or unit on which the vessel is mounted when being towed by the *Insured Vehicle*.

**Impassable Road:** a place that is difficult or impossible to travel because it is in poor condition, or when the road is obstructed, restricted, or due to its terrain and height conditions, does not allow free vehicular circulation, such as, but not limited to: dunes, desert terrain, gaps, and paths where there is no marked or permitted road.

**Policy Face Page or Policy:** document that indicates the general data of the *Policyholder*, vehicle, and covered *Risks*.

**Extraordinary Event or Force Majeure:** an event caused by nature or by human action that could not have been foreseen or, even if foreseen, could not have been prevented.

**Surety:** is the amount that guarantees the return or release of the *Insured Vehicle* or the provisional release of the *Driver* during the criminal procedure, as related to procedural obligations, *damage* repair, or possible fines imposed by the authority involved and that has knowledge of the *Car Accident*, quantified in cash or in a surety bond policy.

**Coverage or Coverages:** are the different *Risks* mentioned in the *Policy Face Page* that *HDI SEGUROS* covers at the time of an *Incident*.

**Collision:** is the impact of the *Insured Vehicle* in a single *Event* with one or more objects; and which, as a consequence, causes *Physical Damages*.

**Driver:** any individual who may operate the *Insured Vehicle*, provided that they are over eighteen (18) years old and have the express or implied consent granted by the *Policyholder*, and also have a valid driver's license or permit.

**Policyholder:** is the individual or legal entity whose name appears on the *Policy Face Page* and who is required to pay the *Premiums*.

**Damage:** personal or material loss resulting directly from an *Incident*.

**Deductible:** economic participation that is invariably charged to the *Insured* or *Beneficiary* in the event of an *Incident*, and which is established for each *Coverage* in the *Policy Face Page*.

**Depreciation:** annual reduction in the value of equipment due to the passage of time and wear and tear resulting from use.

**Disappearance:** the absence or lack of the insured object or property that occurs inexplicably or without apparent cause.



**Popular Unrest/Riots/Civil Commotion:** disorder or violent conflict caused by a group of people, with common political, religious, ideological, economic, or similar origins or purposes, which may threaten or disrupt peace or public order and/or cause unrest and confusion in a locality.

**Deceit:** any acts intended to deceive *HDI SEGUROS* in order to obtain an undue benefit.

**Domicile or permanent residence:** the habitual place of residence of the *Beneficiaries*.

**Illness:** any alteration in health that may originate or manifest itself for the first time after the effective date of the *Coverage* of the *Policy Face Page* and the date of departure of the trip in the *Insured Vehicle*.

**Special Equipment:** any part or accessory installed at the express request of the purchaser or *Owner* of the *Insured Vehicle* in addition to the parts or accessories with which the manufacturer originally adapts each specific model and type presented to the market.

**State of Drunkenness:** intoxication caused by the ingestion of alcohol, with a blood alcohol concentration greater than 0.40 ml/L, as determined by a physician affiliated with any administrative or judicial authority or through laboratory testing, whether conducted privately or by any Public Health Institution.

**Event:** the sum of all individual losses caused directly by the same cause.

**Misplacement:** the action of misplacing things, personal property, or individuals.

**Family Member:** refers exclusively to the spouse and children under twenty-one (21) years old who, at the time of an *Incident*, are financially dependent on the *Insured*.

**Financing:** the process by which funds are obtained and can be used to cover the purchase of a vehicle.

**Fraud:** A *Fraud* is committed by anyone who, by deceiving another person or taking advantage of the error in which they find themselves, unlawfully obtains something or gains undue profit.

**GAP:** the amount corresponding to the difference between the *Outstanding Balance* owed by the *Insured* to the *Preferred Beneficiary* in the credit or financial lease contract entered into for the acquisition of the *Insured Vehicle* and the indemnifiable value of the *Insured Vehicle* on the date of the *Incident*, in accordance with the insurance contract.

**HDI SEGUROS:** *HDI Seguros, S.A. de C.V.*

**Strike:** temporary suspension of work carried out by a coalition of workers, as a pressure tactic on the company to obtain and/or demand certain labor conditions, which may be legally existing or non-existing, as well as lawful or unlawful.

**Subsidence:** the action of sinking or causing the surface of the earth's crust, a building, or a construction to sink suddenly, due to factors that may be natural or as a result of human activity.

**Fire:** *Damage* to the *Insured Vehicle* by fire, without human intervention.

**Influence of Drugs:** when, according to the opinion of a medical examiner, the *Driver* shows intoxication by mineral, vegetable, and/or chemical substances, whose effects can be stimulating, depressing, narcotic, or hallucinogenic, and the *Driver* fails to demonstrate that they were prescribed by a physician.

**Flood:** the penetration of water into the *Insured Vehicle*, from the exterior to the interior, other than the *Normal Tidal Action*, caused by events beyond the control of the *Insured* or *Driver* and resulting in any *Damage* to the body and/or interior of the *Insured Vehicle*.

**Combined Single Limit (CSL):** The Maximum Responsibility Limit of *HDI SEGUROS*, as established in the *Policy Face Page* and operates as the sole *Insured Amount* for each *Event* involving liability that occurs during the *Policy* period including property damage and bodily injury of the third party.

**Bad faith:** the conscious intention to obtain a benefit in an illicit manner.

**Maneuvers:** Works performed by towing companies to tow a vehicle as a result of a road incident or *Breakdown* in order to load the vehicle onto the tow truck and/or tow it away.

**Mexico or Mexican Republic:** The United Mexican States.

**Riot:** a tumultuous gathering and disturbance of public order involving protest, disobedience, or violence against persons or property, or a threat to authority to intimidate or compel it to make a decision, carried out by a group of people to assert or obtain a right, either to exercise it or to avoid compliance with a law.

**Negligence:** carelessness or failure to comply with an obligation.

**Occupant and/or Occupants:** any individual traveling in the *Insured Vehicle* at the time of a *Car Accident*. The number of *Occupants* covered by this contract will be determined based on the technical specifications of the manufacturer of the brand, with a maximum of seven (7) *Occupants*.

**Preexisting Condition:** for the purposes of this insurance, any condition falling within the following items shall be considered as such:

- a) That it has been declared before the insurance contract was concluded;
- b) that there is a medical record or clinical summary, issued by an authorized physician, determining the existence of the Condition prior to the execution of the insurance contract;
- c) that there is a diagnosis through laboratory tests, imaging studies, or any other recognized diagnostic means prior to the date of the insurance contract; or
- d) that prior to the execution of the insurance contract, the *Insured* has incurred expenses that are verifiable by documentary evidence, in order to receive medical treatment of the condition in question.

**Stoppage:** suspension of collective activities, carried out by the workers of a work center, when they decide not to work for some reason or protest not related to labor relations.

**Partial loss:** means the *Damage* suffered by the *Insured Vehicle* when the amount of the repair of the losses or Physical Damages that occur as a result of a *Car Accident* covered under the *Policy Face Page*, including labor, parts, and materials, as assessed by *HDI SEGUROS*, is less than seventy-five percent (75%) of the *Insured Amount* established in the *Policy Face Page* for **Coverage 1. Physical Damages** or **Coverage 2. Total Theft**.

**Total Loss:** means the *Damage* suffered by the *Insured Vehicle* when the amount of the repair of the losses or Physical Damages resulting from a *Car Accident* covered under the *Policy Face Page*, including labor, parts, and materials, as assessed by *HDI SEGUROS*, equals or exceeds seventy-five percent (75%) of the *Insured Amount* established in the *Policy Face Page* for **Coverage 1. Physical Damages**, **2. Total Theft**.

**Prejudice:** the deprivation of any lawful gain that should have been obtained if the *Incident* or traffic, road, and/or automobile accident had not occurred.

**Statute of Limitations:** means the non-exercise of a right by the simple passage of time. In the case of automobile insurance, it is two (2) years from the occurrence of the *Incident*.

**Premium:** the insurance payment or financial contribution that the *Policyholder* must pay to *HDI SEGUROS* for the *Risks* covered under the *Policy*.

**Owner:** an individual or legal entity who can prove legitimate ownership of the *Insured Vehicle*.

**Rebellion/Insurrection:** individuals who, not being active-duty military personnel, with violence and the use of weapons, attempt to:

- a) Abolish or amend the Political Constitution of the United Mexican States.
- b) Amend, destroy, or prevent the integration of any governmental or constitutional institutions, or their free exercise.
- c) Obstruct or prevent the performance of duties by any of the high government officials, or by the constituted Authority.

**Refund:** the return of money to the person who had spent it.

**Trailer:** a house type unit that includes the fixed equipment with which it is equipped. This also refers to the non-motorized vehicle with rear axle(s), not equipped with means of propulsion, and intended to be towed by a motor vehicle.

**Risk:** Any future *Event* of uncertain realization.

**Altercation:** a dispute between two or more individuals with the intent to cause harm.

**Theft:** the unauthorized taking of someone else's property without the *Owner's* consent.

**Outstanding balance:** the amount of the credit or financial lease debt for the acquisition of the *Insured Vehicle*, without considering negative balances, late payments, late interest, penalties, or any other accessory expenses or charges, accrued and unaccrued interest, last charges, insurance *premiums*, payments for extended warranties, uncollected services, *Refund* of taxes, fees, guarantees, as well as any payments of overdue monthly installments prior to the *Incident*.

**Assistance Services:** services provided to the *Insured Vehicle* and the *Beneficiaries* in accordance with the specific terms and conditions and as per the *Coverages* contracted in the *Policy Face Page*.

**Incident:** a specific manifestation of the insured *Risk* due to a fortuitous, sudden, and unforeseen event that causes *Damages* covered in the insurance *Policy*, obliging *HDI SEGUROS* to indemnify the *Damage* up to the liability limit contracted and specified in the *Policy Face Page*, provided that no exclusion contained within the insurance contract applies.

**Subrogation:** the act by which *HDI SEGUROS* replaces the *Insured* in the exercise of all their rights and obligations against third parties causing the *Incident* in the terms of **Article 111** of the Insurance Contract Law.

**Insured Amount:** the maximum Responsibility limit to be borne by *HDI SEGUROS* for each of the contracted *Coverages*, determined at the time of contracting the insurance and specified in the *Policy Face Page*.

**Sunroof:** sliding roof.

**Nearest workshop:** a workshop or automotive service agency established in the *Mexican Republic* that is closest to the location of the *Breakdown*.

**T-bar:** removable glass roof installed in the *Insured Vehicle* by the Automobile manufacturer.

**Third party:** individuals involved in the *Incident* that gives rise to the claim under the *Policy*, other than: the *Policyholder*, the *Insured*, the *Companion*, the *Occupants*, or the *Driver*, all of the *Insured Vehicle*.

**Terrorism:** Acts against goods or services, public or private, or against the physical, emotional, or life integrity of individuals, using toxic substances, chemical, biological, or similar weapons, radioactive material, nuclear material, nuclear fuel, radioactive mineral, radiation source, or instruments emitting radiation, explosives, firearms, or by fire, flood, or by any other violent means, causing alarm, fear, or terror in the population or in a group or sector thereof, to threaten national or international security, pressure the authority of any State, any international body or organization, or an individual, or force them to make a decision.

**Policyholder:** the individual or legal entity whose name appears on the *Policy Face Page*.

**Title of ownership:** document that certifies the legitimate possession and rights of the *Insured Vehicle*.

**UMA:** Measurement and Updating Unit, plural: UMAs. To determine the equivalence of UMAs in local currency, the amount of the obligation will be multiplied by the value of the UMA, as published by INEGI on the date of its compliance.

**Vehicle Use:** This characteristic defines the use given to the *Insured Vehicle*, as established in the *Policy Face Page*, thereby determining the type of *Risk* assumed by HDI SEGUROS.

**Commercial Value:** It will be determined at the time of the *Incident* in accordance with the “Average Price Paid” value indicated in the J.D. Power Guide

**Vandalism:** an act of destruction, violence, and illegality, carried out by one or more persons causing physical damage or destruction to the insured property.

**Abandoned vehicle:** when the *Insured Vehicle* remains parked for a period exceeding fifteen (15) calendar days on someone else’s property without the knowledge or permission of the latter, or when during the same period the *Insured Vehicle* is on a public road.

**Insured Vehicle:** the automotive unit described in the *Policy Face Page*, including the parts or accessories that the manufacturer originally adapts to each specific model and type presented to the market, **with the exception of any type of armor**.

**Salvage Vehicle:** a unit that has been declared as *Total Loss* by an insurance company and sold by them.

**Rollovers:** An *Event* during which the *Insured Vehicle*, due to loss of control, spins and partially or completely loses its upright position with respect to the asphalt or road on which it is traveling.

**Free Zone:** comprised of the forty-three (43) municipalities along the northern border of the States of Baja California, Sonora, Chihuahua, Coahuila, Nuevo Leon, and Tamaulipas.

## CLAUSE 1. COVERAGE SPECIFICATIONS

### 1. Physical Damages

#### *I. Coverage*

If described as covered on the *Policy Face Page*, it covers the *Physical Damages* or losses suffered by the *Insured Vehicle* as a result of the following *Risks*:

- a) *Collisions* and *Rollovers*.
- b) Breakage, detachment, or *Theft* of glass (windshield, side windows, quarter windows, *Sunroof*, and *T-bar*).
- c) *Fire*, lightning, and explosion.
- d) Cyclone, hurricane, hail, earthquake, volcanic eruption, *Avalanche*, rockfall, collapse of land or buildings, structures, or other objects, falling trees or branches, and *Flood*, caused by overflowing of rivers, lakes, or estuaries, except for seawater.
- e) Acts of individuals participating in *Stoppages*, *Strikes*, labor *Riots*, Rallies, *Popular Unrest*, *Riots*, or *Malicious acts by individuals*, occurring during such acts, or caused by the repressive measures taken by legally recognized authorities in the performance of their duties when intervening in such acts, **damages caused by Vandalism are expressly excluded**.
- f) Transportation: stranding, *Subsidence*, *Fire*, explosion, *Collision* or *Rollover*, derailment or fall of any means of transport in which the *Insured Vehicle* is being transported; fall of the *Insured Vehicle* during loading, transshipment or unloading *Maneuvers*, as well as contribution for *Major Breakdown* or *Salvage Charges*.
- g) Transportation expenses: It includes the cost of transporting the *Insured Vehicle* to the location designated by *HDI SEGUROS* for appraisal and/or repair. In the event that the *Insured* chooses to transport it on their own to a location other than the one selected by *HDI SEGUROS*, the expenses therefore will be reimbursed up to a limit of five hundred US dollars (USD 500.00)
- h) *Special Equipment*: *Physical Damages* sustained by the *Special Equipment* with which the *Insured Vehicle* is equipped is also covered, adding the amount of said *Special Equipment* to the value of the vehicle, thus constituting the *Insured Amount*. The value of said *Special Equipment* shall be determined according to the value of any *adaptations*, *conversions*, or equipment, or modifications made to the vehicle's structure, supported by appraisal or invoice.

In the event of an *Incident*, where *Adaptations*, *Conversions*, or *Special Equipment* are damaged, the indemnifiable amount will be the cost of the *Adaptation*, modification, *Conversion*, or *Special Equipment*, less any wear and tear resulting from use, as determined by an appraisal conducted or validated by *HDI SEGUROS*.

It is understood that the physical *Damages* or losses suffered by the *Insured Vehicle* as a result of the aforementioned *Risks* will be covered even in the event that they occur when said *Insured Vehicle* has been the subject of acts constituting the crime of *Breach of Trust*, **except as indicated in the specific exclusions of this Coverage.**

In the case of *trust abuse* under the terms of this *Coverage*, in order to proceed, a complaint must be filed before the competent authorities for the crime of *Breach of Trust* against whoever is responsible and/or against anyone who has offended the *Owner* of the *Insured Vehicle*.

**The cost of fines, violations, and/or any other concept unrelated to transportation is not covered.**

## II. Maximum Responsibility Limit

The Maximum Responsibility Limit of *HDI SEGUROS* for these *Coverages* is established in the *Policy Face Page* and operates as the sole *Insured Amount* for the various *Risks* covered in this section. In no event will the total of the indemnities exceed the *Insured Amount* contracted per *Event*.

## III. Deductible

The amount or percentage of the *Deductible* for this *Coverage* is established in the *Policy Face Page*.

For both *Partial Losses* and *Total Losses*, the *Deductible* is calculated by applying the percentage of *Deductible* stipulated in the *Policy Face Page* to the *Insured Amount* contracted and indicated therein.

In claims for glass breakage, the *Deductible* to be paid by the *Insured* is twenty percent (20%) of the total value of the affected glass.

If the responsibility for the occurrence of the *Incident* corresponds to a *Third Party* and the affected *Insured* decides to repair the vehicle with *HDI SEGUROS*, they will initially pay the *Deductible* specified in the *Policy Face Page* and subsequently, if *HDI SEGUROS* recovers the amount of the *Damage* to the *Insured Vehicle*, it will be reimbursed in the manner indicated as follows.

If *HDI SEGUROS* recovers from the responsible *Third Party* the total or partial amount of the *Damage* caused to the *Insured Vehicle*, *HDI SEGUROS* will reimburse the *Insured* the amount of the *Deductible* in proportion to the amount recovered in relation to the total amount of the *Damage*.

## IV. Exclusions applicable to Coverage 1. Physical Damages

In addition to the exclusions indicated in clause 2, *Risks* not covered by the Contract, as provided for in these *General Conditions*, the *Risks* that in no case are covered by the Insurance Contract under this *Coverage* are:

- a) *Coverage* does not apply when the *Damage* is caused by the normal tidal action or when the *Insured Vehicle* is driven off conventional roads or on *Impassable Roads*.
- b) In the event of subsection e), point 1. of this *Coverage*, the *Incident* will be admissible only if the *Insured* and/or the *Insured Vehicle* and/or its *Occupants* have not actively participated in the described acts.
- c) *Material Losses* or *Damages* as a result of the crime of *Breach of Trust* or *Fraud*, when committed by:

- c.1) **Family Members** of the *Policyholder, Insured and/or Driver*, or individuals who are financially dependent on them.
- c.2) **The Policyholder or Driver.**
- c.3) **Employees or individuals providing services to the Policyholder, Insured, and/or Driver.**
- c.4) **Individuals engaged in the buying, selling, leasing, or Financing of the Insured Vehicle.**
- c.5) **Individuals whose actions arise from or are a consequence of any type of contract or agreement, including, but not limited to, purchase and sale, Financing, daily rental.**
- d) **Losses or Damages suffered by the Insured Vehicle when HDI SEGUROS demonstrates that a change of Driver was made with the purpose of obtaining a benefit.**
- e) **Losses or Damages suffered by the Insured Vehicle when the vehicle is lacking a valid title of ownership.**  
**Losses or Damages suffered by the Insured Vehicle when the vehicle is lacking a valid temporary vehicle importation permit if not in a free zone.**

## 2. Total Theft

### I. Coverage

If described as covered in the *Policy Face Page*, it covers the *Total Theft* of the *Insured Vehicle* and the material losses or *Damages* suffered as a result of its *Total Theft*.

**This Coverage applies only if a criminal complaint for Theft is filed before the competent authorities against whoever is responsible and/or whoever has offended the Owner of the Insured Vehicle.**

Additionally, when *Coverage 1. Physical Damages* has not been contracted in the *Policy Face Page*; the following *Risks* are covered by this *Coverage*:

- a) Cyclone, hurricane, hailstorm, earthquake, volcanic eruption, *Avalanche*, rockfall, collapse of buildings, structures, or other objects, falling trees or branches, and *Flood*.
- b) Acts of individuals participating in *Stoppages, Strikes, labor Riots, Rallies, Popular Unrest, Riots, or Malicious acts by individuals* during the commission of such acts, or caused by the measures of repression taken by legally recognized authorities in the performance of their duties when intervening in such acts.
- c) Transportation: stranding, *Subsidence, Fire, explosion, Collision or Rollover*, derailment or fall of the means of transportation in which the *Insured Vehicle* is being transported; fall of the *Insured Vehicle* during loading, transshipment or unloading *Maneuvers*.
- d) *Fire, lightning, and explosion, except when these occur as a result of a Collision or Rollover of the Insured Vehicle.*

This *Coverage* shall apply even when the events giving rise to the *Incident* constitute the crime of *Breach of Trust*, **except as provided in the specific exclusions of this Coverage.**

In the case of *Breach of Trust* under the terms of this *Coverage*, and in order to proceed, a complaint must be filed before the competent authorities for the crime of *Breach of Trust* against whoever is responsible and/or against anyone who has offended the *Owner* of the *Insured Vehicle*.

## II. Maximum Responsibility Limit

The Maximum Responsibility Limit of *HDI SEGUROS* for this *Coverage* is established in the *Policy Face Page* and operates as the sole *Insured Amount* for the various *Risks* covered in this section. In no event will the total of the indemnities exceed the *Insured Amount* contracted per *Event*.

## III. Deductible

The amount or percentage of the *Deductible* for this *Coverage* is established in the *Policy Face Page*.

For both *Partial Losses* and *Total Losses* caused by the total *Theft* of the *Insured Vehicle*, the *Deductible* to be paid is calculated by applying the percentage of *Deductible* stipulated in the *Policy Face Page* to the *Insured Amount* contracted and indicated therein.

In the event of recovery of the *Insured Vehicle* due to *Total Theft*, the *Deductible* contracted for this *Coverage* will be applied when *HDI SEGUROS* makes any payment for losses or *Damages* suffered by the *Insured Vehicle*. **The Insured shall be responsible for the cost incurred for the storage, flattening, or safeguarding of the Insured Vehicle in a pound or place designated for this purpose** and, on the other hand, the cost of the transfer of the *Insured Vehicle* shall be borne by *HDI SEGUROS*, **if HDI SEGUROS carries out the repair.**

## IV. Exclusions applicable to Coverage 2. Total Theft

In addition to the exclusions set forth in clause 2, *Risks* not covered by the Contract, as provided for in these General Conditions, the *Risks* which in no case are covered by the Insurance Contract under this *Coverage* are:

a) *Theft, Breach of Trust, or Fraud* committed by:

a.1) *Family Members* of the *Policyholder, Insured, or Driver, or individuals* who are financially dependent on them.

a.2) *The Policyholder or Driver.*

a.3) *Employees or individuals* providing services to the *Policyholder, Insured, and/or Driver.*

a.4) *Individuals* engaged in the buying, selling, leasing, or *Financing* of the *Insured Vehicle.*

a.5) *Individuals* whose actions arise from or are a consequence of any type of contract or agreement, including, but not limited to, purchase and sale, *Financing, daily rental.*

b) *The Partial Theft* of parts and/or accessories of the *Insured Vehicle, except for the items* covered by Coverage 7. PARTIAL THEFT and if it was contracted.

c) *The cost of fines, violations, or any other related concept* associated with the *Total Theft* of the *Insured Vehicle.*

d) *Losses or Damages* suffered by the *Insured Vehicle* when the vehicle is lacking a valid title of ownership.



e) Losses or *Damages* suffered by the *Insured Vehicle* when the vehicle is lacking a valid Temporary vehicle importation permit if not in a free zone.

### 3. Third Party Liability for Damages

#### I. Coverage

If described as covered in the *Policy Face Page*, it covers the Civil Liability incurred by the *Insured* or any person who, with their express or implied consent, uses the *Insured Vehicle* and, as a result of such use, causes any of the following types of *Damage*:

- a) Bodily injuries or death to *Third Parties*, **except when they were Occupants of the *Insured Vehicle* at the time of the *Incident*.**
- b) Physical *Damages* to *Third Parties'* property, **except when they are Occupants of the *Insured Vehicle* at the time of the *Incident*.**

In no event will the entitlement to compensation corresponding to this *Coverage* be subject to the payment of the *Deductible*, if any, agreed upon in the *Policy Face Page*.

Additionally, if the *Insured Vehicle* is of the *Electric* or *Hybrid* type, Civil Liability incurred by the *Insured*, or any person who, with express or implied consent, may use the *Insured Vehicle* is covered, when, due to the recharging of its battery/batteries, *Damage* is caused to *Third Parties'* property and/or causes bodily injuries or death to *Third Parties*.

The *Insured Amount* of this *Coverage* will apply (if appropriate) in the following cases:

- a) Upon exhaustion of the insured amount under any other similar and mandatory *Coverage* that the *Insured* has contracted.
- b) In the absence of such similar and mandatory *Coverage*.
- c) Since the aforementioned similar and mandatory *Coverage* does not proceed.

In the case of *private cars* and *pickups*, the insurance coverage will also include the civil liability incurred by the *Special Equipment* installed in the *Insured Vehicle* listed as follows: bull bars, running boards, roof racks, bike racks, and/or roll bars for bodily injuries or death to *Third Parties*, **provided that they are installed on the *Insured Vehicle* at the time of the *Incident*. Unless otherwise agreed, *Third Party Liability for Damages* to their persons caused by the cargo carried by the previously listed *Special Equipment* is not covered.**

#### II. Maximum Responsibility Limit

The Maximum Responsibility Limit of *HDI SEGUROS* under this *Coverage* is established in the *Policy Face Page* and operates as the *Combined Single Limit (CSL)* for the various *Risks* covered under this *Coverage*.

The payment of indemnities arising from the same *Event* reduces the respective *Insured Amount*; however, it will be automatically reinstated to the amount established in the *Policy Face Page* for future *Events* that occur within the insurance period.

The *Insured Amount* under this *Coverage* will apply in excess of the *Insured* amount under any other insurance in force at the time of the *Incident* covering the same *Risk* of Civil Liability insured by this *Coverage* and taken out in compliance with a legal or administrative provision, or, in the absence of such insurance or when such insurance is not applicable.

Additionally, and up to an amount equal to the Maximum Responsibility Limit stated in the *Policy Face Page*, this *Coverage* is extended to cover the expenses and fees for which the *Insured* or any person who, with their express or implied consent, uses the *Insured Vehicle*, may be liable in a civil lawsuit brought against them due to their liability.

**In the case of *Trailers*, only the civil liability caused by the first *Trailer* will be covered, provided that it is being towed by the *Insured Vehicle*. Unless otherwise agreed, the second *Trailer* will not be covered.**

### III. Deductible

This *Coverage* operates without the application of a *Deductible*.

## IV. Exclusions applicable to Coverage 3. Third Party Liability for Damages

In addition to the exclusions set forth in clause 2, Risks *not* covered by the Contract, as provided for in these General Conditions, the *Risks* which in no case are covered by the Insurance Contract under this *Coverage* are:

- a) Liability for death or bodily injury suffered by the *Driver* or any other *Occupant* of the *Insured Vehicle*, except for medical expenses covered under the Medical expenses for *occupants* section. Liability arising from intentional acts committed by the *Owner*, or the *Driver* of the *Insured Vehicle* is also not covered.
- b) Civil liability due to running over of persons who are *Family Members* of the *Insured* or persons who are in the service of the latter.
- c) It is agreed that the *Insured Vehicle* that caused the *Damages* and its *Occupants* will not be considered *Third Parties*, therefore, the *Damages* suffered by the vehicle and/or the *Occupants* are excluded from this *Coverage*.
- d) In the case of a *Hybrid* or *Electric* vehicle:
  - d.1) Failure to follow the battery charging instructions as indicated in the *Insured Vehicle's* manufacturer's manual.
  - d.2) Due to defect or breakage of the battery charging cable provided or recommended by the manufacturer of the make of the *Insured Vehicle*.
  - d.3) Due to electric discharge(s), whether of lower or higher voltage than permitted or indicated by the manufacturer for charging the battery of the *Insured Vehicle*.
  - d.4) For charging the battery of the *Insured Vehicle* with equipment not authorized by the manufacturer's brand.

- d.5) When the battery is charged directly at the manufacturer's facilities or distributing agency authorized of the make of the *Insured Vehicle*.
- e) Injuries, death of the *Insured* or *Driver* and/or *Damage* to property owned by the *Policyholder, Insured* and/or *Driver*.
  - f) Civil Liability for *Damages* to property under the custody, within the *Insured Vehicle*, of the *Policyholder, Insured*, and/or *Driver*.
  - g) Civil Liability for injury, death, and/or *Damage* to property owned by *Family Members* and/or individuals economically dependent on the *Policyholder, Insured*, and/or *Driver*.
  - h) Any benefit or indemnity that the *Policyholder* and/or *Insured* must pay arising from labor-related obligations, such as work accidents and/or occupational *Risks*.
  - i) Civil Liability for bodily injury, death, and/or *Damage* to property owned by *Occupants* of the *Insured Vehicle*.
  - j) *Injuries and/or Preexisting*, recurring, and/or chronic *Conditions*.
  - k) Civil Liability for injury, death, and/or *Damage* to property owned by *Third Parties* caused by intentional acts of the *Policyholder, Insured*, and/or *Driver* of the *Insured Vehicle*.
  - l) Any acknowledgment of debts, transactions, or any other act of the same nature, executed without the consent of **HDI SEGUROS**.
  - m) Civil Liability for injury, death, and/or *Damage* caused by cargo.
  - n) Civil Liability for injuries, death, and/or *Damages* caused by loading and unloading *Maneuvers*.
  - o) Any *Damage* to the environment, as well as the expenses for cleaning and/or removal resulting from such *Damage*.
  - p) The Civil Liability for injuries, death, and/or *Damages* caused by the *Insured Vehicle*, when it is used for a different purpose than that declared on the *Policy Face Page*.

## 4. Medical expenses for occupants

### I. Coverage

If described as covered on the *Policy Face Page*, it covers the payment of Medical Expenses for hospitalization, medication, medical care, nurse care, ground ambulance service, and burial expenses, resulting from bodily injuries suffered by the *Insured* or any *Occupant* of the *Insured Vehicle*, occurring while inside the compartment, cabin, or area designated for the transportation of persons, at the time of *Collisions* or *Rollovers* of the *Insured Vehicle*.

The same medical expenses will be covered in the event of injuries resulting from the Total *Theft* of the *Insured Vehicle* with violence, *Assault*, or attempted *Assault*.

The types of *Occupant's* Medical Expenses covered by the *Policy Face Page* include the following:

- a) Hospitalization

The cost of food for the *Occupants* of the *Insured Vehicle* who have sustained injuries, as well as hospital room charges, physical therapy expenses, hospitalization-related costs, and, in general, the payment for drugs and medications prescribed by a physician.

b) Medical care

Fees for services rendered by physicians, surgeons, osteopaths, or physical therapists legally authorized to practice their respective professions.

c) Nurses

The cost of services for nurses with a nursing degree or a license to practice.

d) Ground ambulance services

The expenses incurred for ground ambulance services when deemed necessary, at the discretion of the attending physician.

e) Funeral expenses

The expenses incurred for this purpose, considering a maximum of twenty-five percent (25%) of the *Insured Amount* per *Occupant*, that will be reimbursed upon submission of the respective receipts.

f) In the event that the *Insured Vehicle* is of the *Electric* or *Hybrid* type, bodily injuries suffered as a consequence of battery leakage, intoxication, electric shock, or electrical failure due to high-voltage (HV) battery charging of the electric motor are covered, provided that the *Insured Vehicle* is in the process of recharging and the *Insured* and/or *Occupants* are outside the vehicle.

g) In the event that the *Insured Vehicle* is of the *Electric* or *Hybrid* type, bodily injuries suffered as a consequence of battery leakage, intoxication, or electric shock as a result of *Collisions* or *Rollovers* of the *Insured Vehicle* are also covered.

**All These benefits apply to the natural persons described on subsection I. Coverage of this section.**

## II. Maximum Responsibility Limit

The Maximum Responsibility Limit of *HDI SEGUROS* for this *Coverage* is established in the *Policy Face Page* and operates as the *Combined Single Limit (CSL)* for the various *Risks* covered under this *Coverage*. In no event will the total of the indemnities exceed the *Insured Amount* contracted per *Event*.

The initial responsibility limit of *HDI SEGUROS* for each *Occupant* of the *Insured Vehicle* who has been injured in the *Car Accident* is the amount resulting from dividing in equal proportions the *Insured Amount* contracted in the *Policy Face Page* for this *Coverage*, among the total number of *Occupants* of the *Insured Vehicle* who have been injured.

If the amount of Medical Expenses for one or more *Occupants* exceeds the initial liability limit per person and there is a *Insured Amount* to be distributed because the initial liability limit for other injured parties has not been exhausted, said limit will be extended for the injured parties who may require it as follows: the remaining *Insured Amount* for those injured *Occupants* who did not exhaust the initially established limit will be divided among the number of injured parties whose covered Medical Expenses have exceeded said initial limit.

In the event that, at the time of the *Car Accident*, the number of *Occupants* exceeds the maximum number of authorized persons, according to the vehicle's capacity indicated on the registration card, the indemnity per *Occupant* will be reduced proportionally.

### III. Payment method for medical and/or hospital care

The *Insured* may choose among the physicians and hospitals included in the list provided by the adjuster of *HDI SEGUROS*, in which case *HDI SEGUROS* will directly pay to the physician(s) and/or hospital(s) concerned.

Payment of medical expenses will cease automatically upon the disappearance of the effects of the injury, upon discharge by the attending physician, upon exhaustion of the *Insured Amount*, or if the patient fails to attend any follow-up appointments or medical therapies, since the latter will be considered as medical discharge.

### IV. Deductible

This *Coverage* operates without the application of a *Deductible*.

### V. Exclusions applicable to Coverage 4. Medical expenses for occupants

In addition to the exclusions set forth in clause 2, Risks not covered by the Contract, as provided for in these General Conditions, the *Risks* which in no case are covered by the Insurance Contract under this *Coverage* are:

- a. If, after the occurrence of a *Theft*, no report is filed with the appropriate authorities for *Theft* and/or injuries.
- b. For the purposes of this *Coverage*, travelers or passengers using the *Insured Vehicle* for Public Service shall not be considered *Occupants*.
- c. *Preexisting*, chronic, or recurring injuries, and/or *Conditions*, or pathological conditions not derived from the *Car Accident*.
- d. Non-standard hospital rooms.
- e. Additional beds and *Companion's* meals.
- f. Orthodontic treatments and cosmetic surgery not related to the *Car Accident*.
- g. Medical expenses incurred as a result of injuries sustained by the *Occupants* arising from *Altercations*.
- h. Fees, medical or surgical treatments performed by acupuncturists and naturopaths; nor medical or surgical treatments based on hypnotism and chelation therapy.
- i. When the *Insured Vehicle* is used by the *Driver* for suicide, voluntary mutilation, or attempt of any of these, even if the *Driver* is in a state of mental derangement.
- j. Civil liability due to running over of persons who are *Family Members* of the *Insured* or persons who are in the service of the latter.
- k. To motorcycle *Drivers*.

## 5. Trailers and Boats

### I. Coverage

If described as covered on the *Policy Face Page*, *Trailers* and *Boats* are covered for the same *Risks* contracted in the *Policy* of the *Insured Vehicle* that tows them, even when the *Trailer* is detached from the motor vehicle or parked.

The *Boat* is covered only while on land, with the liability of HDI SEGUROS ceasing at the moment it is separated from the *Insured Vehicle* or *Trailer*.

### II. Maximum Responsibility Limit

The Maximum Responsibility Limit of HDI SEGUROS for this *Coverage* is established in the *Policy Face Page* and operates as the sole *Insured Amount* for the various *Risks* covered in this section. In no event will the sum of the indemnities exceed the *Insured Amount* contracted for each of the *Coverages* of the *Insured Vehicle*.

In the event of *incidents* to *Trailers* and *Boats* that affect *Coverage 1. Physical Damages* or *Coverage 2. Total Theft*, the amount of the *Insured Amount* must be established according to the *Commercial Value* of the *Trailer* or *Boat*, taking into account the average value resulting from considering the value of the “*Average Price Paid*” indicated in the *JD Power Guide* in force at the time of the *Incident* or according to the report known as *CCC One Market Valuation Report*.

With regard to the Civil Liability arising from *Trailers* and *Boats*, this does not imply an increase in the *Sums Insured*, but solely refers to the inclusion of these *Risks* in the *Insured Amount* of said *Coverage 3. Third Party Liability for Damages*.

### III. Deductible

The *Trailers* and *Boats* are subject to the payment of the specified per-unit *Deductible* for *Coverages 1. Physical Damages* and *2. Total Theft*, on the *Policy Face Page*, as the case may be.

## IV. Exclusions applicable to Coverage 5. Trailers and Boats

In addition to the exclusions set forth in clause 2 *Risks not covered by the Contract*, as provided in these *General Conditions*, the *Risks* that are in no case covered by the Insurance Contract under this *Coverage* are:

- a. This insurance does not cover Medical expenses for *occupants* for injuries sustained inside the *Trailer* or *Boat*.
- b. Household goods and personal items located in *Trailers* or *Boats*.
- c. The *Damages* suffered or caused by the *Trailer* and/or *Boat* during loading and unloading *maneuvers* of the *Trailer* or the *Boat's* platform.
- d. Losses or damages suffered or caused by the trailer or pulled vehicle when it is higher than 4 mts height from the floor to end of trailer or vehicle.

## 6. GAP

### I. Coverage

If described as covered on the *Policy Face Page*, when the *Insured Vehicle* suffers an *Incident* in which the payment of a *Total Loss* affecting *Coverage 1* is determined. **Physical Damages** or **2. Total Theft**, in addition to the corresponding indemnification, *HDI SEGUROS* will pay the *Preferred Beneficiary*, as stipulated in the *Policy Face Page* or endorsement, the *GAP*.

The information regarding the *Outstanding Balance* amount will be provided by the *Preferred Beneficiary* through the credit or financial lease information table, indicating the *Outstanding Balance* of the debt, and sending it to *HDI SEGUROS* via email.

The *GAP* payment will only be applicable if *Coverages 1. Physical Damage* and **2. Total Theft** are contracted on the *Policy Face Page*.

### III. Maximum Responsibility Limit

The Maximum Responsibility Limit of *HDI SEGUROS* for this *Coverage* will be the percentage stated on the *Policy Face Page* over the *Insured Vehicle's Commercial Value*, not exceeding twenty-five percent (25%) of the *Insured Vehicle's Commercial Value* at the time of the *Incident*.

### III. Deductible

This *Coverage* operates without the application of a *Deductible*.

## IV. Exclusions applicable to Coverage 6. GAP

In addition to the exclusions set forth in clause 2 Risks not covered by the Contract, as provided in these General Conditions, the *Risks* that are in no case covered by the Insurance Contract under this *Coverage* are:

- a) Lease or credit charges; final charges; uncharged service fee; *Refund* of prepaid taxes and fees; or any other income that may be recoverable upon cancellation of the insurance *Coverages*, service contracts, or warranties; disposition fees, termination fees, penalty fees, late interest, penalties, insurance *premiums*, payments for extended warranties, or other items added to the initial lease or credit balance.
- b) Payments for overdue monthly credit payments prior to the *Incident*, as well as accrued and unaccrued interest, including negative balances in the credit or financial lease.
- c) *Incidents* of the *Insured Vehicle* that *HDI SEGUROS* has determined as inappropriate under the various *Coverages* of the insurance contract.
- d) *Incidents* involving the *Insured Vehicle* in which *HDI SEGUROS* does not declare a *Total Loss*.

## 7. Partial Theft

### I. Coverage

If described as covered on the *Policy Face Page* or endorsement, *Theft of Special Equipment* and the *Adaptations* and/or *Conversions* permanently installed in the *Insured Vehicle* are covered.

### II. Maximum Responsibility Limit

The Maximum Responsibility Limit of *HDI SEGUROS* for this *Coverage* is established in the *Policy Face Page* or endorsement and will cover the *Incidents* that occur until the maximum Responsibility limit is exhausted.

The indemnity for *Special Equipment* and covered *Adaptations and/or Conversions* shall never exceed the manufacturer's suggested retail price, based on the official agency price list corresponding to the make of the *Insured Vehicle* at the time of the *Incident*, including installation costs.

In the case of indemnities, *Depreciation* to *Special Equipment and Adaptations and/or Conversions* will be considered, which will be calculated starting from the year in which the invoice for the *Special Equipment, Adaptations and/or Conversions* was issued and the years elapsed up to the date on which the *Incident* occurs. The percentage indicated in the following table will be multiplied by the *Special Equipment Value* indicated on the invoice, and the result will be the amount to indemnify:

Special Equipment Theft	
Years elapsed	% to indemnify
0	100%
1	75%
2	50%
3	25%
4 or more	0%

### III. Deductible

The amount or percentage of the *Deductible* for this *Coverage* is indicated in the endorsement or *Policy Face Page*.

For this *Coverage* to be applicable, the amount of the partial Theft must exceed the agreed *Deductible* amount.

### Event Report

As soon as the *Owner* of the *Insured Vehicle* becomes aware of the *Theft Event*, and no later than within five (5) calendar days, they must file a report, for which they must follow these steps:



- In the event that the total amount of *Special Equipment and Adaptations and/or Conversions* stolen in the same *Event* exceeds the *Deductible* amount of this *Coverage*, the *Owner* of the *Insured Vehicle* must file a report with the appropriate authorities, **a requirement without which this Coverage will not take effect.**

The foregoing does not exempt the *Insured* from any other information or requirement requested by the authority.

- Request a certified copy of the report from the authority that took notice. A certified copy shall be understood as a true copy of the original complaint or record where the Public Prosecutor's Agent certifies that the document in question is a true copy of the original.
- If as a result of the *Theft Event* the recovered unit cannot move on its own, the *Insured Vehicle's Driver* must transport it at its own cost and *Risk*, unless the transportation is covered by *HDI SEGUROS* under any of the contracted *Coverages* described in the *Policy Face Page*.
- Once the *Insured* has paid the *Deductible*, *HDI SEGUROS* will proceed with the replacement of the stolen *Special Equipment and Adaptations and/or Conversions*. In the event of indemnification, the *Deductible* amount will be deducted from it.

#### IV. Exclusions applicable to Coverage 7. Partial Theft

In addition to the exclusions set forth in clause 2 Risks not covered by the Contract, as provided in these General Conditions, the *Risks* that are in no case covered by the Insurance Contract under this *Coverage* are:

- a) Any accessories not permanently installed in the *Insured Vehicle* are excluded, such as: video game consoles, headphones, GPS navigation systems, television screens, etc.
- b) Personal property.
- c) *Damage* caused to the *Insured Vehicle* or any of its components as a result of the *Partial Theft Event*. This *Coverage* is limited to the replacement of the *Special Equipment and Adaptations and/or Conversions* that have been stolen and are covered by this *Coverage*, including labor only associated to installation thereof, plus any applicable taxes (repairs are excluded).
- d) In the event of early termination of this *Coverage* or exhaustion of the contracted *Insured Amount*.
- e) Partial Theft is not covered if it occurs:
  - e.1) When the *Insured Vehicle* is *Abandoned*.
  - e.2) Within an automotive workshop or dealership.
  - e.3) Within a pound, pension, shelter, or any other vehicle deposit designated by the competent authorities.
  - e.4) When the *Theft* occurs under the valet parking or parking services and the original service receipt is not provided to *HDI SEGUROS*.

- f) **Special Equipment and Adaptations and/or Conversions** that do not have proof of ownership or installation.
- g) Any type of armor or protection that the *Insured Vehicle* may have, whether original or installed subsequently.
- h) Partial *Theft* when the amount is less than the agreed *Deductible*.

## 8. Vandalism

### I. Coverage

If described as covered in the *Policy Face Page* or endorsement, Physical *Damages* due to *Vandalism* are covered under **Coverage 1. Physical Damages**.

### II. Maximum Responsibility Limit

The Maximum Responsibility Limit of *HDI SEGUROS* for this *Coverage* is the *Insured Amount* contracted for **Coverage 1. Physical Damages**.

### III. Deductible

The amount or percentage of the *Deductible* for this *Coverage* is the one corresponding to **Coverage 1. Physical Damages**

### IV. Exclusions applicable to Coverage 8. Vandalism

In addition to the exclusions set forth in clause 2 Risks not covered by the Contract, as provided in these General Conditions, the *Risks* that are in no case covered by the Insurance Contract under this *Coverage* are:

- a) All accessories that are not permanently installed in the *Insured Vehicle* are excluded, such as: video game consoles, headphones, GPS navigation systems, television screens, etc. Personal belongings are not covered.
- b) The exclusions specifically established for Coverage 1. Physical Damages
- c) Partial theft, except for the assets covered by Coverage 7. PARTIAL THEFT and if it was contracted.

## 9. Waiver of uninsured third party tort deductible

### I. Coverage

If it is described as covered in the *Policy Face Page* or endorsement, the exemption from payment of the applicable *Deductible* in the event of an *Incident* of the *Insured Vehicle* affecting **Coverage 1. Physical Damages due to Collision or Rollover** is covered, except in **Coverage 8. Vandalism**.

The exemption under this *Coverage* shall consist of the **NON**-collection of the *Deductible* when the *Damage* caused to the *Insured Vehicle* by a *Third Party* exceeds the *Deductible* of **Coverage 1. Physical Damages** contracted in the *Policy Face Page*, in accordance with the valuation carried out by HDI SEGUROS, and when the liability is attributable to a *Third Party*, in accordance with the report of the competent Authority that becomes aware of the *Car Accident* (Federal Preventive Police, State Traffic Police or Municipal Traffic Police, etc.), or as determined by the adjuster assigned by HDI SEGUROS to handle the *Car Accident*.

**This benefit applies only and exclusively when the responsible *Third Party* is identified and registered in the authority's report; otherwise, it cannot be granted.**

The *Insured* undertakes with HDI SEGUROS to carry out any necessary procedure to safeguard its right of *Subrogation* against the *Third Party* responsible for the *Incident*.

## II. Maximum Responsibility Limit

The Maximum Responsibility Limit of HDI SEGUROS for this *Coverage* is established in the *Policy Face Page* or endorsement.

## III. Deductible

The amount or percentage of the *Deductible* for this *Coverage* is established in the *Policy Face Page* or endorsement.

## IV. Exclusions applicable to Coverage 9. Waiver of uninsured third party tort deductible

In addition to the exclusions set forth in clause 2 Risks not covered by the Contract, as provided in these General Conditions, the *Risks* that are in no case covered by the Insurance Contract under this *Coverage* are:

- a) The exemption of any other *Deductible* other than **Coverage 1. Physical Damages** applicable to the different *Coverages* provided in the *Policy Face Page*.
- b) *Damages* caused as a result of *Vandalism*.

## 10. Increase in the *Insured Amount* for Medical Expenses due to injuries caused by an uninsured third party.

### I. Coverage

If described as covered in the *Policy Face Page* or endorsement, an increase of fifty percent (50%) will be made in *Insured Amount* originally contracted under **Coverage 4. Medical expenses for occupants** when an *Incident* occurs where the *Third Party* is at fault and does not have an insurance *Policy* covering the injuries sustained by the *Driver* and the *Occupants* of the *Insured Vehicle*.

The absence of a Third-Party insurance *Policy* must be verified beforehand by a competent authority or by *HDI SEGUROS*.

### II. Maximum Responsibility Limit

The Maximum Responsibility Limit of *HDI SEGUROS* for this *Coverage* is established in the *Policy Face Page* or endorsement.

### III. Deductible

The amount or percentage of the *Deductible* for this *Coverage* is established in the *Policy Face Page* or endorsement.

### IV. Exclusions applicable to Coverage 10. Increase in the Insured Amount for Medical Expenses due to injuries caused by an uninsured third party.

In addition to the exclusions set forth in clause 2 Risks not covered by the Contract, as provided in these General Conditions, the *Risks* that are in no case covered by the Insurance Contract under this *Coverage* are:

The same exclusions as Coverage 4. Medical expenses for occupants

## 11. Lawsuit exemption against an uninsured third party.

### I. Coverage

If described as covered in the *Policy Face Page* or endorsement, the *Insured* and/or *Driver* is released from filing a lawsuit or report for the damages caused to the *Insured Vehicle*, provided that no authority forcibly demands it, and therefore the *Physical Damages* to the *Insured Vehicle* will be covered under Coverage 1. **Physical Damages**. When an *Incident* occurs where the *Third Party* is found responsible and does not have a Car insurance *Policy* covering the *Damages* caused to the insured unit, **except for the Risks and situations provided in Coverage 8. Vandalism**.

### II. Maximum Responsibility Limit

The Maximum Responsibility Limit of *HDI SEGUROS* for this *Coverage* is established in the *Policy Face Page* or endorsement.

### III. Deductible

The amount or percentage of the *Deductible* for this *Coverage* is established in the *Policy Face Page* or endorsement.

## IV. Exclusions applicable to Coverage 11. Lawsuit exemption against of an uninsured third party.

In addition to the exclusions set forth in clause 2 Risks not covered by the Contract, as provided in these General Conditions, the *Risks* that are in no case covered by the Insurance Contract under this *Coverage* are:

When the *Third Party* has a car insurance and does not accept liability.

## 12. Excess Liability for Third Party Death

### I. Coverage

If described as covered in the *Policy Face Page* or endorsement, this *Coverage* covers the Civil Liability incurred by the *Insured* or any person who, with their express or implied consent, uses the *Insured Vehicle* and, as a result of such use, causes the death of *Third Parties*.

**For the purposes of this Coverage, Occupants or passengers of the Insured Vehicle shall not be considered Third Parties at the time of the Incident.**

The payment of any indemnity under this *Coverage* reduces the respective *Insured Amount* by the same amount, which may be reinstated at the request of the *Insured* and subject to the acceptance of HDI SEGUROS, in which case the *Insured* shall be obliged to pay the corresponding *Premium*.

### II. Maximum Responsibility Limit

The Maximum Responsibility Limit of HDI SEGUROS for this *Coverage* is established in the *Policy Face Page* and operates once the *Insured Amount* of Coverage 3. **Third Party Liability for Damages** is exhausted.

This *Coverage* extends to cover the expenses and costs for which the *Insured* or any person who, with their express or implied consent, uses the *Insured Vehicle*, may be condemned in a civil lawsuit brought against them due to their Civil Liability for causing the death of *Third Parties* as a result of the accident.

This *Coverage* also provides, within the same contracted liability limit, indemnification for moral *Damage* for which the *Insured* and/or any person who, with their express or implied consent, uses the *Insured Vehicle*, may be sentenced by final and enforceable judgment, the amount of which shall in no case exceed twenty-five percent (25%) of the *Insured Amount* contracted for this *Coverage*, thus operating as a sublimit of said *Insured Amount*.

Notwithstanding the foregoing, in the event that the *Insured* and/or any person who, with their express or implied consent, uses the *Insured Vehicle*, is obliged to cover any amount for Civil Liability, it is understood that the remainder of the *Insured Amount* will be the basis for calculating the twenty-five percent (25%) sublimit of the obligation for moral *Damage* payable by HDI SEGUROS.

### III. Deductible

This *Coverage* operates without the application of a *Deductible*.

#### IV. Exclusions applicable to Coverage 12. Excess Liability for *Third Party* Death.

In addition to the exclusions stated in clause 2 EXCLUSIONS, the *Risks* that are in no case covered by the Insurance Contract under this *Coverage* are:

- 1) Any claim arising from an incident that occurred prior to the inception of this *Excess Coverage*.
- 2) Any claim arising from any other type of civil liability other than *Third-party* death indemnity.
- 3) Any claim arising from the *Insured's* or *Driver's* liability for causing damages or death to the *Occupants* of the *Insured Vehicle*.
- 4) Death of the *Driver* of the *Insured Vehicle*.
- 5) Physical damage to *Third Parties* to their property and/or bodily injuries.
- 6) The intentional killing of *Third Parties* by the *Driver* of the *Insured Vehicle*.
- 7) Death by intentional act or inexcusable *Negligence* of the victim.

## CLAUSE 2. EXCLUSIONS

This insurance shall in no event cover:

- a) The liability for death or bodily injury suffered by the *Driver* of the *Insured Vehicle* or any other *Occupant* thereof, except for medical expenses covered by *Coverage 4*. Medical expenses for *occupants*. Nor shall it cover liability arising from intentional acts committed by the *Owner* or the *Driver* of the vehicle.
- b) Civil liability for *Damages* and/or injuries to *Family Members* of the *Insured* or those in their service.
- c) Unless otherwise agreed in writing, the expenses and fees for the legal defense of the *Driver*, the *Insured*, or the *Owner* of the *Insured Vehicle*, arising from any *Car Accident*, as well as the cost of surety, fines, or any kind of bonds, and also any penalties or any other obligations other than the damage repair, are not covered.
- d) Losses or physical *Damages* suffered by the *Insured Vehicle* when traveling off conventional roads or when they are in *Impassable* conditions.
- e) When the *Insured Vehicle* is participating in competitions or safety, endurance, or speed tests at the time of the *Incident*.
- f) The *Damages* suffered or caused by the *Insured Vehicle* when used for the purpose of teaching or instructing handling or operation thereof.
- g) The damages suffered or caused by the *Insured Vehicle* as a result of using it to tow *Trailers* or *Boats*, unless *Coverage 5. Trailers and Boats* has been contracted.
- h) The *Damages* suffered by the *Insured Vehicle* when driven by persons who do not have a license or authorization, as issued by the corresponding authority, in accordance with the law, or when driven by a person who is in a *State of Drunkenness*, as determined or certified by the

corresponding authority, if these circumstances directly influenced the occurrence of the *Incident*.

The scope of these exclusions applies to private vehicles, as for commercial vehicles intended for the transportation of goods, pick-ups, panel vans, trailers, trucks, buses, and/or taxis, no *Damages* caused or suffered by the unit will be covered when it is driven by a person without an appropriate license to drive the *Insured Vehicle* and/or a driving permit, or when at that time the person is in a *State of Drunkenness* or under the *Influence of Drugs*.

- i) The *Damages* suffered or caused by the *Insured Vehicle*, when driven by individuals under the *Influence of Drugs*, if these circumstances directly influenced the occurrence of the *Incident*.
  - j) The *Theft* of car parts or accessories, unless it is a direct consequence of the total *Theft* of the *Insured Vehicle*, or in this case, the exclusion will also not apply if *Coverage 7. Partial Theft* was contracted.
  - k) The indirect loss suffered by the *Insured* and/or any *Occupant* of the *Insured Vehicle*, as well as the expenses arising as a result of the *Incident*, such as lodging, meals, transportation, phone calls, car rental, or the deprivation of the *Insured Vehicle* or similar expenses.
  - l) The Physical *Damages* suffered by the *Insured Vehicle* due to lack or loss of oil in the engine, transmission, gearbox, etc., or due to lack or loss of water in the radiator, unless they occur as a result of an *Incident* affecting any of the *Coverages* provided by the insurance contract.
  - m) The mechanical breakdown or failure of any part of the *Insured Vehicle*, as a result of its use, unless directly caused by the occurrence of any of the *Risks* covered by this *Policy*.
  - n) Losses or *Damages* due to natural wear and tear of the *Insured Vehicle* or its parts, as well as any *Depreciation* in its value.
  - o) Losses or *Damages* caused to the *Insured Vehicle* as a result of war operations, whether arising from foreign war or civil war, *Insurrection*, *Rebellion*, expropriation, requisition, confiscation, seizure, or detention by legally recognized authorities in the performance of their duties or for any similar cause.
- Losses or *Damages* caused to the *Insured Vehicle* when it is used for any military service, with or without the *Insured's* consent, will also not be covered.
- p) Losses or *Damages* caused by the normal tidal action, even if it results in *Flooding* due to the exposure of the *Insured Vehicle* to the tide.
  - q) The *Damages* caused by the *Insured Vehicle* due to overloading or subjecting it to excessive traction in relation to its strength or capacity.
  - r) The *Damages* caused to or suffered by the *Insured Vehicle* when its measurements exceed the dimensions allowed by the Official Mexican Standard NOM-012-SCT-2-2017.
  - s) The *Third-Party Liability* for *Damages* to its property and/or persons when the *Insured Vehicle* is driven in restricted airport areas, with restricted areas for the purpose of this exclusion being understood as airplane runways or hangars.

- t) In claims for glass breakage, the payment or replacement of the seals and support hardware or the opening or closing mechanisms of the glass, with which the manufacturer originally adapted the *Insured Vehicle*, are not covered.
- u) Losses or *Damages* suffered by the *Insured Vehicle* when *HDI SEGUROS* demonstrates that a change of *Driver* was made with the intention of causing it to incur in error or obtain some benefit.
- v) *Damages* caused to viaducts, bridges, scales, or any public road and underground objects or facilities, either by vibration or by the weight of the vehicle or its cargo.
- w) Losses or *Damages* caused by connecting rod breakage of the *Insured Vehicle*, unless the damage is caused by any of the *Risks* covered by the *Policy*, without *prejudice* to the provisions of *section p)* of this clause.
- x) The rupture, mechanical breakdown, or lack of resistance of any part of the *Insured Vehicle* as a result of intentionally driving or attempting to drive through flooded roads or any natural watercourse.
- y) Losses or *Damages* suffered by the *Insured Vehicle* when the vehicle is lacking a valid title of ownership.
- z) Losses or *Damages* suffered or caused by the *Insured Vehicle* when the vehicle is lacking a valid temporary vehicle importation permit if not in a free zone.

## CLAUSE 3. INSURED'S OBLIGATIONS

### a) Precautions

In the event of an *Incident*, the *Insured* must take appropriate precautions under the circumstances to prevent the *Damage* from worsening; therefore, the *Insured* must not abandon the *Insured Vehicle*, except in cases of force majeure.

If the *Insured* fails to comply with the obligations set forth in the preceding paragraph, *the obligation of HDI SEGUROS* shall be limited to indemnifying the *Insured* for the *Damage* suffered, only up to the amount it would have been, had the *Insured* complied with said obligations.

### b) Notice of *Incident*

In the event of a *Car Accident* or *Theft* of the *Insured Vehicle*:

The *Insured* shall immediately report the *Incident* to *HDI SEGUROS* at 477 740 28 18, available twenty-four (24) hours a day, three hundred sixty-five (365) days a year, and follow the following recommendations:

1. The *Insured* shall be obliged to give immediate notice to *HDI SEGUROS* as soon as they become aware of the event, **or within a period not exceeding 5 days**, except in cases of Extraordinary Event or *Force*



*Majeure*, and must do so as soon as one of the other has ceased. **The untimely failure to provide this notice will result in the indemnity being reduced to the amount that would have been payable for the Incident, had HDI SEGUROS been promptly notified thereof**, in accordance with **Article 67** of the Insurance Contract Law.

2. Once the *Insured* has notified HDI SEGUROS of the *Incident*, it shall be obliged to initiate the assessment of the *Damages*, within a period not exceeding seventy-two (72) hours, counted from the moment the *Insured* has made the vehicle available to HDI SEGUROS and released it from the authorities, if applicable. HDI SEGUROS will notify the *Insured* through the Customer Service phone numbers listed in their *Policy*, or via the contact information provided by their Adjuster.
3. The time required for the repair of the *Insured Vehicle* will depend on the extent of the *Damage* and the availability of parts or components in the market and from HDI SEGUROS suppliers. Once the workshop, agency, or representative has all the necessary and appropriate parts to repair the *Damage* to the *insured vehicle*, they will have up to thirty (30) calendar days for the necessary work in labor and painting, with the possibility of extending said period by fifteen (15) additional days if the repair of the *Insured Vehicle* requires it. The repair warranty shall be subject to the one offered by the manufacturer, importer, or distributor of the parts, as well as to those provided by the workshop or agency regarding their labor. Once HDI SEGUROS delivers the repaired vehicle to the *Insured*, or the customer picks it up from the chosen workshop, they will have thirty (30) calendar days to report any claim or anomaly in the vehicle's repair in order to generate the necessary repair supplements and for such claim to be valid. **Claims made after this period, following the delivery of the vehicle, will not be covered by HDI SEGUROS.**
4. If HDI SEGUROS fails to initiate the adjustment of the *Damages* within the term of seventy-two (72) hours mentioned in the preceding **point 2.**, the *Insured* shall be entitled to proceed with the repair of the *Damages* and shall have the right to demand the amount of such repair in accordance with the terms of this insurance contract. In any event, HDI SEGUROS will notify the *Insured*, who in turn, undertakes to notify HDI SEGUROS of the commencement of repairs.

**If the *Insured* performs the repair before the deadline indicated in the preceding paragraph, HDI SEGUROS will also not be able to recognize the damages suffered.**

5. Upon completion of the assessment and acknowledgment of liability, HDI SEGUROS will proceed to indemnify the *Insured* for the amount of the appraised *Damages*. Likewise, in these cases, HDI SEGUROS will notify the *Insured* through the Customer Service phone numbers listed in their *Policy* or through the contact information provided by their Adjuster.
6. HDI SEGUROS may reduce the indemnity for the *Damage* suffered or caused if, due to the fault of the *Insured*, the damages are not assessed before the *Insured* leaves the *Mexican Republic*, as this fact would prevent them from knowing the existence or magnitude of the *Incident* and the events that occurred or influenced its occurrence.
7. For the *Incident* to be valid, the vehicle must be legally in circulation in the country and have a valid temporary import permit, except for the *Free Zone*.
8. In case of *Theft* or any other criminal act that may be the subject of a claim under this *Policy*, the *Insured* shall immediately notify the relevant Mexican Authorities and cooperate with HDI SEGUROS to obtain the recovery of the vehicle, or the amount of the *Damage* suffered. In any event, HDI SEGUROS will

acknowledge or deny liability within thirty (30) days following the date on which it has received all relevant documentation.

9. If so requested, the *Insured* shall promptly grant sufficient power of attorney in favor of *HDI SEGUROS* or the person it appoints, to take over and handle on behalf of the *Insured*, the defense or settlement of any claim or to pursue, in the name of the *Insured* and for its own benefit, the claim for *Damages* or any other against Third Parties. *HDI SEGUROS* shall have full discretion for the handling or settlement of any claim, and the *Insured* shall provide all necessary reports or assistance.
10. Any assistance provided by *HDI SEGUROS* or its representatives to the *Insured* or to *Third Parties* shall not be construed as an acceptance of the validity of the claim.
11. In the event of glass breakage, *HDI SEGUROS* will provide telephone advice on the steps to follow. In the event of glass repair or breakage, you must make the payment to the agency or workshop that, at that time, is delivering your car properly repaired.
12. The *Insured* may choose between payment for *Total Loss* or payment for *Damages*, discounting the *Deductible* from the correspondent indemnity.
13. In the event that the *Insured Vehicle* is deemed a *Total Loss*, pursuant to this insurance contract, the *Insured* or *Beneficiary* shall provide the following documentation:
  1. Original Title of Ownership.
  2. Vehicle Key Sets.
  3. Current registration in your country of origin.
  4. Copy of Identification.
  5. Copy of Passport.
  6. Properly filled out Know Your Customer form.
  7. Properly canceled Temporary Importation Permit. *HDI SEGUROS* is not responsible for the cancellation of the temporary import permit.
  8. Copy of bank statement for transfer.

If the origin of the *Incident* affects **Coverage 2. Total Theft**, in addition to the aforementioned points, it is necessary to file a report with the appropriate authorities and submit the original report at the time of filing your claim.

***HDI SEGUROS* shall not be bound by recognition of debts, transactions, or any other similar legal acts, made or entered into without its consent.**

**The *Insured's* failure to comply with the series of obligations set forth in this clause will release *HDI SEGUROS* from covering the indemnity corresponding to the *Coverage* affected by the *Incident*.**

## CLAUSE 4. RESPONSIBILITY LIMIT

The responsibility of *HDI SEGUROS* shall not exceed the value of the *Damage* caused to the *Insured Vehicle* on the date of the *Incident*, plus the reasonable cost of its installation. In no event will it exceed the insured value of said vehicle, taking into account the provisions of **Clause 9 REDUCTION AND REINSTATEMENT OF INSURED AMOUNT**, as well as the following:

In the event of *Total Loss* due to *Physical Damage* or *Theft* of the *Insured Vehicle*, *HDI SEGUROS* may:

- a. Indemnify the *Insured*, considering the responsibility limit established in accordance with the *Commercial Value*. The *Commercial Value* of the *Insured Vehicle* shall be determined by taking into account the average value resulting from considering the "*Average Price Paid*" as indicated in the JD Power Guide effective at the time of the *Incident*.
- b. In no event shall the value of the indemnity exceed the limit of the *Insured Amount* described in the *Policy Face Page*.

In the case of vehicles classified as *Salvage*, the maximum Responsibility limit of *HDI SEGUROS* will be the value of a vehicle with similar characteristics declared as *Salvage* on the date of the *Incident*, minus a twenty-five percent (25%) *depreciation*. The *Insured* is obligated to declare to *HDI SEGUROS*, at the time of acquiring their Tourist Automobile Insurance *Policy*, if the vehicle is classified as *Salvage*; otherwise, they will not be entitled to claim the insured values in the *Policy*, and the corresponding depreciations for this type of *Salvage* vehicles will apply.

Once the corresponding indemnity has been paid, the insurance contract will be automatically terminated, and ***HDI SEGUROS* will have no further obligations.**

In the event that the vehicle suffers any *Damages* requiring parts that are not available in the market, when proceeding to settle in cash, in accordance with section **b) Notice of Incident, point 5 of clause 3 INSURED'S OBLIGATIONS**, the liability of *HDI SEGUROS* will be limited to paying the *Insured* the value of said parts, at the list price of the distributing agencies, plus the cost of installation of said parts, which may be mutually determined by *HDI SEGUROS* and the *Insured*, or which, in the absence of such agreement, is set by an adjuster.

## CLAUSE 5. LOSS OF RIGHT TO INDEMNIFICATION

**Without prejudice to other exclusion causes stipulated in this *Policy*, if the claim submitted by the *Insured* is inaccurate, fraudulent, dubious, in *Bad Faith*, or with the intention of causing *HDI SEGUROS* to incur in error or conceal it, the *Insured* will lose all right to indemnification under this insurance.**

## CLAUSE 6. OBLIGATION TO NOTIFY THE EXISTENCE OF OTHER INSURANCE

It is mandatory for the customer to immediately notify *HDI SEGUROS*, in writing, of the existence of any other insurance contracted with another company for the *Insured Vehicle*, covering the same *Risk* and for the same interest, indicating the name of the insurer and the *Insured Amount*.

If there are other insurance policies covering the same insurable interest, each insurance company will pay the corresponding indemnity in proportion to its responsibility limits.

**If the *Insured* intentionally fails to give notice that they are taking out various insurances with the aim of obtaining an illicit benefit, *HDI SEGUROS* shall be released from its obligations.**

## CLAUSE 7. SUBROGATION

HDI SEGUROS shall be subrogated, up to the amount paid, in the rights of the *Insured*, as well as in their corresponding actions against the authors or parties responsible for the *Incident*. If requested by HDI SEGUROS, at the *Insured's* cost and expense, the *Insured* shall record the Subrogation in a public deed. **If the *Insured's* acts or omissions prevent Subrogation, HDI SEGUROS shall be released from its obligations.**

If the *Damage* was indemnified only in part, the *Insured* and HDI SEGUROS will jointly assert their rights in the corresponding proportion.

## CLAUSE 8. SALVAGE

By virtue of the fact that this contract is applicable to Tourist Automobile Insurance *Policies*, which are temporarily imported into the National Territory, in the event that HDI SEGUROS determines the *Total Loss* of the *Insured Vehicle* as a result of any of the *Risks* covered in *Coverage 1. Physical Damages*, it is expressly agreed that in no event will HDI SEGUROS acquire salvaged effects of the *Insured Vehicle*, and it will be the obligation of the *Insured* to repatriate the remains of the vehicle to their country at their own expense.

If the *Insured* does not do so within a period of thirty (30) calendar days from the date on which HDI SEGUROS will make the corresponding indemnification, it shall have the right to proceed with the destruction of the vehicle.

In the event that the determination of *Total Loss* is a result of the *Total Theft* of the *Insured Vehicle* and it is recovered by HDI SEGUROS at a date subsequent to the one on which the corresponding indemnity was paid to the *Insured*, it is expressly agreed by the parties that HDI SEGUROS will proceed with the destruction or commercialization of the vehicle.

## CLAUSE 9. REDUCTION AND REINSTATEMENT OF INSURED AMOUNT

Any indemnity paid by HDI SEGUROS will reduce the *Insured Amount* by an equal amount, which may be reinstated at the request of the *Insured*, who will pay the corresponding *Premium*. If the *Policy* comprises multiple *Risks* and sections, the reduction or reinstatement shall apply to the affected *Risk* or section.

## CLAUSE 10. PREMIUM PAYMENT

In accordance with **Article 34** of the Insurance Contract Law, the *Premium* becomes due and must be paid at the time of the execution of the contract. The effective term of the contract is specified in the *Policy* or in the Payment Receipt.

HDI SEGUROS shall not be able to evade liability for the occurrence of the *Risk*, through clauses agreeing that the insurance will not take effect until after payment of the *Premium*.

Unless expressly stated otherwise in the *Receipt* or *Policy*, the established *Premiums* shall be paid at the offices of HDI SEGUROS, at its insurance agents' offices, or through the banking institutions designated by HDI SEGUROS, upon presentation of the corresponding payment receipt. These payments may also be made through the electronic

means that *HDI SEGUROS* has available for the *Insured*, in accordance with the provisions of clause **16 USE OF EQUIPMENT, ELECTRONIC, OPTICAL MEANS OR ANY OTHER TECHNOLOGY** of these General Conditions.

The *Insured* may choose to have the *Premium* amount charged to a credit or debit card or to a bank account, for which they must provide written authorization to process such charge and undertake to maintain sufficient balances when using a debit card or bank account to cover the amount of said charge. In the event that, for causes attributable to the *Insured*, the corresponding *Premium* cannot be charged, the insurance contract will automatically cease to be effective.

The account statement, receipt, folio, or transaction confirmation number, showing such charge, transfer, or deposit, shall constitute full proof thereof.

## CLAUSE 11. EARLY TERMINATION OF THE CONTRACT

Notwithstanding the effective term of the contract, the parties agree that only *HDI SEGUROS* may terminate the contract prematurely, being obligated to refund the unearned portion of the *Premium*, deducting a minimum net *Premium* equivalent to thirty (30) days of the daily *Premium*. Any refund due will be paid within thirty (30) days from the date of request.

## CLAUSE 12. JURISDICTION

In case of any dispute, the complainant may file a claim with the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF) at its headquarters located at Av. Insurgentes Sur 762, Col. del Valle, Mexico City, Mexico, at the following phone numbers 55-53-40-09-99 and 800-999-80-80 and on the website [www.condusef.gob.mx](http://www.condusef.gob.mx), or at the nearest delegation to the *Insured's address* or at the Specialized User Service Unit (UNE) of *HDI SEGUROS* through the following number 477 740 2827, or via email at the following address: [une@hdi.com.mx](mailto:une@hdi.com.mx); which will address user inquiries or complaints, in accordance with Articles 50 Bis and 68 of the Law for the Protection and Defense of Financial Services Users.

It is the prerogative of the claimant to resort to the administrative bodies referred to in this clause or directly to the appropriate court.

## CLAUSE 13. STATUTE OF LIMITATIONS

All actions arising from this insurance contract shall prescribe within two (2) years, as provided for in **Article 81** of the Insurance Contract Law, from the date of the event that gave rise to them, except for the exceptions set forth in **Article 82** of the same Law.

The *Statute of Limitations* shall be interrupted not only by the ordinary causes, but also by the appointment of an expert or by the commencement of the procedure indicated by **Article 277** of the Insurance and Bonding Institutions Law.

The *Statute of Limitations* period shall be interrupted not only by ordinary causes, but also by the appointment of an expert or by the commencement of a claim under **Articles 50 bis** and **65** of the Law for the Protection and Defense of Financial Services Users.

Filing the respective claim with the Specialized Unit (UNE) of *HDI SEGUROS* suspends the *Statute of Limitations* with respect to the actions claimed.

### CLAUSE 14. RIGHT TO INFORMATION

During the term of the *Policy*, the *Policyholder* may request in writing that *HDI SEGUROS* inform them of the percentage of the *Premium* that, by way of commission or direct compensation, corresponds to the intermediary or legal entity for their involvement in the execution of this contract. *HDI SEGUROS* will provide such information, in writing or by Electronic Means, within a period not exceeding ten (10) business days following the date of receipt of the request.

### CLAUSE 15. LANGUAGE

The English text of the General Conditions is a courtesy translation. The text in Spanish contains the official terms of the *Coverage*. In case of conflict, the Spanish text will prevail.

### CLAUSE 16. USE OF EQUIPMENT, ELECTRONIC, OPTICAL OR ANY OTHER TECHNOLOGICAL MEANS

In accordance with **Article 214** of the Insurance and Bonding Institutions Law, with the prior consent of the *Insured*, *HDI SEGUROS* may use equipment, electronic, optical or any other technological means in the execution of its operations and provision of services, including the electronic or digital issuance of its *Policies*, as well as their endorsements and annexes.

The *Insured* consents to *HDI SEGUROS* issuing the *Policies* and their endorsements or annexes, in writing or through electronic, optical or any other technological means, and may not object to the use of these means or oppose them. Therefore, in the interpretation and fulfillment of this contract, they shall be subject to the provisions of **chapter 4.10 of the Use of Electronic Means for the Contracting of Insurance and Bonding Operations** of the Single Circular of Insurance and Bonds, agreeing to their authorization for the contracting of any of the operations and services:

1. Contracting or canceling an insurance product.
2. Inquiries regarding your *Policy* information.
3. Request updates and modifications of information related to your *Policy*.
4. Request clarifications, receive notices, or report operations carried out on your *Policy*.
5. As well as any other service that *HDI SEGUROS* may make available to you by electronic means.

Therefore, we inform you of the terms and conditions for the use of electronic means, and that this information is available for your consultation on the website [www.hdi.com.mx](http://www.hdi.com.mx) at any time. Please note that by signing this instrument, the *Insured* gives full consent to the contracting of operations and the provision of services through electronic means, these being understood as any equipment, optical means or any other technology, automated data processing systems and communication networks, whether public or private, including but not limited to the use of:

1. Mobile phone equipment.
2. Global data network known as the Internet.

3. Electronic audio response operations and voice-to-voice telephone operations, or any other operations using the telephone.
4. Automatic teller machines.
5. Computer terminals.

*HDI SEGUROS* has and will continue to inform the *Insured* of the risks inherent in the use of electronic means for carrying out irregular or illegal operations that could be detrimental to their assets on the aforementioned website and/or through periodic dissemination of security recommendations for conducting operations through electronic means. Therefore, we kindly ask you to review them frequently.

Finally, we wish to confirm that the use of electronic services provides significant benefits for the *Insured*; however, its improper use also entails certain security risks that may result in various forms of fraud to their detriment. These risks can be mitigated by following certain basic guidelines for protecting personal information and Access Codes:

- Do not carry out operations nor request the provision of services on public computers such as Internet cafés, business centers in hotels and airlines, etc., as this may jeopardize the confidentiality of information such as user numbers and PINs.
- Install anti-spyware and anti-virus software on your personal computer and keep it updated.
- Reduce the amount of mail you receive containing your personal data.
- Verify the legitimacy of any request for personal and financial information, received through any means, especially via email. *HDI SEGUROS* will never ask you to provide your Access Codes via email.
- Do not share your Access Codes with anyone, use different codes for each electronic means you use, and choose codes that are difficult for a third party to guess and that include letters and numbers.
- Never carry your Access Codes with you, memorize them or keep them in a secure place.

## CLAUSE 17. DEFAULT INTEREST

In the event that *HDI SEGUROS*, despite having received the documents and information allowing it to understand the basis of the *Claim* that has been filed, fails to fulfill the obligation to indemnify within thirty (30) days following the date on which *HDI SEGUROS* received all the documents and information allowing it to understand the basis of the *Claim* in the terms of **Article 71** of the Insurance Contract Law, it shall be conventionally obliged to pay the *Insured*, the affected third party, or their *Beneficiaries*, an Indemnity for delay, in accordance with **Article 276** of the Insurance and Bonding Institutions Law.

## CLAUSE 18. PRIVACY NOTICE

*HDI SEGUROS*, S.A. de C.V., with address at Boulevard San Juan Bosco No. 5003, Col. Rancho Seco, 37669, Leon, Guanajuato, Mexico. Acting as the Responsible Party, we collect Personal Data in order to provide the contracted services and will process it in accordance with the primary purposes: I) the prospecting, underwriting, contracting, and renewal of insurance *Policies*; II) billing and collection; III) determining driving habits, IV) telematics and telemedicine; V) *Incident* handling and follow-up; VI) fraud or crime prevention; VII) creating and managing your online service profile and mobile application; VIII) managing the provision of the coverages and/or benefits contracted with health service providers; IX) repair services, X) payment of indemnities and refunds; XI) *Deductible* collection and recoveries; XII) coinsurance and reinsurance; XIII) statistics, XIV) salvage sales; and XV) access, control, and security within branches or offices; and secondary purposes: a) marketing and market research; b) advertising or commercial prospecting of products, services, and promotions not contracted; c) invitations to participate in contests, recreational or non-profit altruistic activities promoted by *HDI SEGUROS*, d) conducting service surveys, and e) *Risk* prevention.

The *Insured* may consult the full version of this Privacy Notice on the website [www.hdi.com.mx](http://www.hdi.com.mx).

## CLAUSE 19 TERRITORIALITY

The *Coverages* provided by the Tourist Insurance Policy shall apply in the event of *Car Accidents* occurring within the Mexican Republic, except for *Coverages 1. Physical Damage* and *2. Total Theft*, which will also apply in the territories of the United States or Canada, as appropriate to the *Insured's Permanent Residence*.

Repairs, indemnities, and/or refunds under this Insurance may be carried out in Mexico, and in the event that the *Insured* chooses to repair the *Insured Vehicle* abroad, the repair and reimbursable costs in accordance with this Insurance Contract shall be governed by the budget authorized by one of the specialized providers of *HDI SEGUROS* abroad.

## CLAUSE 20 ACCEPTANCE OF THE CONTRACT AND AMENDMENTS TO ARTICLES 19 AND 25 OF THE INSURANCE CONTRACT LAW

If the content of the *Policy* or its amendments do not match the offer, the *Insured* may request the corresponding correction within thirty (30) days following the day on which the *Policy* is received. Once this period has elapsed, the provisions of the Insurance Contract or its amendments will be deemed accepted.

In accordance with **Article 19** of the Insurance Contract Law, any modification to this contract must be made in writing and with the prior agreement of the parties. In the event that modifications to the contract are requested from *HDI SEGUROS* through an intermediary authorized by the same, the explicit authorization of the *Insured* must be included in the request. In any case, the modifications made to these General Conditions will be previously registered with the National Insurance and Bonding Commission.

## CLAUSE 21 COMMUNICATIONS

Any statement or communication related to this contract must be sent to *HDI SEGUROS* in writing, precisely to its address located at Boulevard San Bosco No. 5003, Col. Rancho Seco, 37669, Leon, Guanajuato, by calling 477 740 2827 or via email at: [une@hdi.com.mx](mailto:une@hdi.com.mx)

In all cases where *HDI SEGUROS'* registered office address is different from the one stated, *HDI SEGUROS* shall notify the *Insured* of all information and notices that need to be sent and for any other legal purpose.

The requirements and communications that *HDI SEGUROS* must make to the *Insured* or their successors in interest shall be valid if made at the last known address of *HDI SEGUROS*.

## CLAUSE 22 AGGRAVATION OF RISK

In accordance with **Article 52** of the Insurance Contract Law, the *Insured* must notify *HDI SEGUROS* of any material aggravations inherent to the *Risk* during the term of the insurance, within twenty-four (24) hours of becoming aware thereof. If the *Insured* fails to give notice or causes a material aggravation of the *Risk*, the obligations of *HDI SEGUROS* shall cease automatically in the future, unless the *Insured's* default has no influence on the claim or on the extent of its benefits.

In the event that, in the present or in the future, the *Policyholder(s)*, *Insured(s)*, and/or *Beneficiary(ies)* engage(s) in or is/are associated with any illegal activities, it shall be deemed a material aggravation of the *Risk* in terms of the law.



Therefore, the obligations of *HDI SEGUROS* shall cease automatically, if the *Policyholder(s)*, *Insured(s)*, and/or *Beneficiary(ies)*, as defined in **Article 492** of the Insurance and Bonding Institutions Law and its general provisions, are convicted by a final judgment that has become final and conclusive, for any offense linked to or derived from the provisions of **Articles 139 to 139 Quinquies, 193 to 199, 400 and 400 bis** of the Federal Criminal Code and/or any article related to organized crime within national territory; said judgment may be issued by any competent local or federal authority, or legally recognized by the Mexican Government, or if the name of the *Policyholder(s)*, *Insured(s)*, or *Beneficiary(ies)*, their activities, assets covered by the *Policy*, or their nationalities, is (are) published on any official list related to offenses linked to the aforementioned articles, whether national or foreign, from a government with which the Mexican Government has entered into any international treaty in the aforementioned matter, in terms of **section X, Thirty-Ninth Provision, section VII, Forty-Fourth Provision, or Seventy-Seventh Provision** of the Agreement whereby the General Provisions referred to in Article 492 of the Insurance and Bonding Institutions Law, applicable to insurance institutions and mutual insurance companies, are issued. If applicable, the obligations of the contract will be reinstated once *HDI SEGUROS* becomes aware that the name(s) of the *Policyholder(s)*, *Insured(s)*, or *Beneficiary(ies)* are no longer on the aforementioned lists. *HDI SEGUROS* shall deposit with the competent judicial authority any amount that, as a result of this *Insurance Contract*, may be due to the person or persons referred to in the preceding paragraph, so that said authority may determine the destination of the resources. Any unpaid amount that is paid after the fulfillment of the previously established conditions shall be deposited in favor of the corresponding authority.

## CLAUSE 23 LIMITATION AND EXCLUSION OF SANCTIONS AND SEIZURES

*HDI SEGUROS* will not be obliged to provide coverage nor will it have responsibility to pay any claim or provide any benefit derived from the *Policy*, to the extent that providing said coverage, paying said claim or providing said benefit may expose *HDI SEGUROS* to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of México, the European Union, the United Kingdom or United States, provided that the country imposing the sanction, restriction or prohibition has signed with México an international treaty relating to the matters indicated in this clause.

## ASSISTANCE SERVICES

### I. LEGAL ASSISTANCE

#### 1. Legal defense

*HDI SEGUROS* will provide the *Insured*, upon request, the professional services of attorneys appointed thereby, for legal assistance and representation as a result of any road incident, from the moment the *Insured* is made available to the Public Prosecutor and/or Judge until the conclusion of the matter. *HDI SEGUROS* will bear the necessary procedural expenses for the defense of the *Insured*. This service is available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

In the event that, due to distance and/or the inability to locate the Attorney in the area, the *Insured* shall be authorized, with prior approval from *HDI SEGUROS*, to retain the services of an *Attorney* for legal assistance and defense for a period not to exceed sixty (60) days in *UMAs*.

As a result of this service, *HDI SEGUROS* is obliged to:

1. Process, if applicable, the *Insured's* release in accordance with the applicable legislation.
2. Carry out the necessary procedures for the return of the *Insured Vehicle*.
3. Guarantee, through a bond, the repair of the *Damage* and possible pecuniary penalties resulting from the negligent act.

All these procedures will be carried out before the Public Prosecutor and/or Judge. The liability of *HDI SEGUROS* will commence once the *Insured* provides the documentation required by the authorities to commence, continue, or conclude any procedure, including, but not limited to personal freedom or return of the vehicle.

#### 2. Bond or Surety

*HDI SEGUROS* undertakes to deposit the bond or *Surety* guarantees, as the *Combined Single Limit (CSL)* per *Event*, with automatic reinstatement to obtain the benefits indicated in **sections 1, 2, and 3** of the preceding point 1, up to the limit of the *Insured Amount of Coverage 3. THIRD PARTY LIABILITY FOR DAMAGES* specified in the *Policy Face Page*.

In order to obtain these guarantees, it will be necessary for the *Insured* to appoint the *Attorney* designated by *HDI SEGUROS*.

**In case Coverage 3. THIRD PARTY LIABILITY FOR DAMAGES has not been contracted, the *Insured* will be liability for ensuring the repair of the damage and/or pecuniary sanctions resulting from the negligent act.**

**In the event that the *Insured* incurs in any of the exclusion causes agreed upon in this Coverage or in the Tourist Insurance Policy, which results in *HDI SEGUROS* rejecting the Incident and *HDI SEGUROS* has already granted any type of guarantee (bond or surety), the *Insured* undertakes to pay or replace it immediately.**

### 3. Legal Assistance for Theft

HDI SEGUROS undertakes to provide legal advice and assistance within the *Mexican Republic*, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, to the *Insured* who has suffered *Theft* or attempted *Theft* in the *Insured Vehicle*.

HDI SEGUROS shall be responsible, without limitation, for the payment of attorney fees and legal expenses arising from the actions referred to in the preceding paragraph.

### 4. Legal assistance for the cancellation of the temporary import permit for the *Insured Vehicle*

In the event that the *Insured* must cancel the temporary import permit of the *Insured Vehicle*, either due to its *Total Theft* or *Total Loss* due to a *Car Accident*, HDI SEGUROS will assist the *Insured* in the formalities and procedures to carry out said cancellation before the Mexican authorities.

**This service will be provided exclusively to the *Insured Vehicle*, i.e., it would not apply in the event that the *Insured* wishes to add a new vehicle and must cancel the previous one.**

## II. TRAVEL ASSISTANCE

### A) TOURIST ASSISTANCE

**The assistance services indicated herein will only be provided if the *Beneficiary* is traveling while driving the *Insured Vehicle*.**

#### 1. Automobile phone assistance

HDI SEGUROS will inform the *Insured* by telephone about the price and location of toll booths on the main roads and gas stations (diesel and regular) in the *Mexican Republic*, as well as the shortest routes between two (2) cities. The phone numbers and addresses of pound lots, storage facilities, and offices in the *Mexican Republic* shall be provided.

#### 2. Coordination with embassies or consulates

At the request of the *Insured*, HDI SEGUROS will coordinate the *Insured's* connection with the embassy or consulates of their country of origin.

#### 3. Tourist telephone assistance

HDI SEGUROS will provide *Insured* parties with tourist information via telephone, such as:

- Formalities, visas, and documents.
- Exchange rate.

- Weather.
- Local customs.
- Major holidays.
- Sports and local sports competitions.
- Ticket agencies.
- Children's attractions.
- Shopping centers.
- Exhibitions and shows.
- Museums and art galleries.
- Festivals and special events.
- Music.
- Hotels and restaurants.
- Nightlife.
- Practical tips.

## 4. Emergency communication service

In the event of an emergency, *HDI SEGUROS* may keep the *Family Members*, attending physician, or company informed about the patient's condition. The cost of communications shall be borne by *HDI SEGUROS*.

**In no event will *HDI SEGUROS* be liable for the content, accuracy, and form of the information transmitted.**

### B) VEHICLE ASSISTANCE

#### 1. Towing Service for *Breakdown, Collision, and Flood*

In the event of *Breakdown or Flood* of the *Insured Vehicle*, and if it is immobilized, unable to continue moving on its own, or cannot be repaired at the site of the *Breakdown*, at the *Insured's* request, *HDI SEGUROS* will arrange and cover, up to a maximum limit of one thousand US dollars (USD 1,000.00) per trip, with no limit of *Events*, the towing of the vehicle to the nearest repair facility.

In the event of a *Collision* of the *Insured Vehicle*, **provided that it is absolutely necessary**, *HDI SEGUROS* will arrange and cover the towing of the vehicle to the location specified by the *Insured*, up to a maximum limit of five hundred US dollars (USD 500.00) per trip, with no limit of *Events*.

In the event that the *Insured* decides to transport the *Insured Vehicle* to the territory of the United States of America for repair, *HDI SEGUROS* will cover the towing of the *Insured Vehicle* up to a maximum limit of five hundred US dollars (USD 500.00) per trip; if there is any excess amount, the *Insured* would be responsible for the difference.

The obligation of *HDI SEGUROS* is limited to the payment of the tow of the *Insured Vehicle*; **it does not cover expenses for *Maneuvers, tolls, etc.***

In the event that the *Policy* also covers *Trailers* and/or semitrailers, they may also be towed by a tow truck up to the limit of five hundred US dollars (USD 500.00) per trip and trailer, with no limit of *Events*.

In all cases of towing the *Insured Vehicle*, it is necessary for the *Insured* or their representative to accompany the tow truck during the transportation process.

## 2. Roadside assistance

- a) In the event that the *Insured Vehicle* runs out of fuel, *HDI SEGUROS* will assist the *Insured* by providing enough gasoline to reach the nearest gas station. *HDI SEGUROS* will cover the cost of gasoline, **up to ten (10) liters**.
- b) In the event that the *Insured Vehicle's* battery becomes discharged, *HDI SEGUROS* will assist the *Insured* by jump-starting their battery so they can proceed to the nearest repair shop for service.
- c) In the event that the Authorized Vehicle suffers a tire puncture, *HDI SEGUROS* will assist the *Insured* by changing the tire, or, if necessary, taking the tire to the nearest location for repair. **In the event of tire replacement, the *Insured* shall be responsible for payment of the new tire.**
- d) In the event that the *Insured* forgets or misplaces the keys to the *Insured Vehicle*, *HDI SEGUROS* will arrange and pay for a locksmith to be sent to the location of the *Insured Vehicle* and the *Insured* in order to resolve the issue.

These services are limited to a maximum of three (3) *Events* per *Policy* term. In all cases, the *Insured* must accompany the service provider.

## 3. Workshops and Auto Parts Stores

Upon request by the *Insured*, *HDI SEGUROS* will provide updated information on authorized automotive service workshops and nearby parts centers at the location of the *Breakdown*.

## 4. Shipment of Spare Parts

Only in the event of a *Breakdown* of the *Insured Vehicle*, *HDI SEGUROS* undertakes to send parts available in the Mexican market when they are required and not available at the location where the repair will take place. **The cost of the parts will be charged to the *Insured*.**

## 5. Transport of the *Driver* and *Occupants* due to *Breakdown* of the *Insured Vehicle*

In the event that the *Insured Vehicle* suffers a *Breakdown* within the *Mexican Republic* and needs to be taken to a mechanical workshop for repair, *HDI SEGUROS* will arrange and cover the *Insured* and *Occupants'* ground transportation to the place where the repair of the *Insured Vehicle* is carried out.

## 6. Payment of driver for the return of the *Insured's* car

In the event that the *Insured* suffers from an *Illness* or *Personal Accident* that prevents them from returning the *Insured Vehicle* to its place of origin and none of their *Companions* are able to do so, *HDI SEGUROS* will send and pay for a driver to return it to the *Insured's Permanent Residence* or to the planned destination point of the trip.

## 7. Payment for transportation due to *Breakdown, Theft, Collision, or Flooding of the insured vehicle.*

In the event that the repair of the *Insured Vehicle* takes more than twenty-four (24) hours or in the event of an accident vehicle takes more than forty-eight (48) hours for repair, or in the case of total *Theft* of the *Insured Vehicle* and, after filing the corresponding report with the *Competent Authorities*, **it is not recovered within the following forty-eight (48) hours**, HDI SEGUROS will pay for the rental of an economy car for a maximum of five (5) calendar days or the air transfer in economy class for the *Occupants* of the *Insured Vehicle* to their destination or *Permanent Residence*, at the discretion of the *Insured*. **Limited to the number of passengers indicated on the vehicle registration card and/or based on the technical specifications of the manufacturer, with a maximum of seven (7) persons.**

The vehicle rental may be contracted in the *Mexican Republic*, the United States of America, or Canada, and must be arranged within twenty-one (21) calendar days following the *Incident*. In the event that the rental begins in the *Mexican Republic*, it may also be extended to the United States of America or Canada, **provided that the rental in the United States of America or Canada is consecutive to the car rental in the *Mexican Republic*, and up to a limit of five (5) consecutive calendar days, subtracting the number of days of rental previously contracted in the *Mexican Republic*.** The maximum amount to be covered for rent in the United States of America or Canada will be seventy-five US dollars (USD 75.00) per day. If renting the car in the United States of America or Canada, this will be as a *Reimbursement*.

In all cases, an invoice in the name of Grupo AUSA, S.A. de C.V. must be submitted. Federal Taxpayer's ID number (R.F.C.) GAU-921015-G81, regardless of the origin of the company issuing it (*Mexican Republic*, United States of America, or Canada), with address at: Tonalá 136, Col. Roma, Delegación Cuauhtémoc, 06700 in Mexico City; as well as the documentation evidencing the *Damage, Incident, Total Theft, or Flood* of the *Insured Vehicle*.

In the event that HDI SEGUROS indemnifies the *Insured* for the *Total Loss* of the *Insured Vehicle* or the repair of the same is achieved, before the maximum period for which HDI SEGUROS granted the rental car, the *Insured* undertakes to return said rental car at the time of receiving the indemnity or their repaired vehicle.

In order for HDI SEGUROS to grant the use of the rental car, the *Insured* must comply with the requirements that the lessor may require, as the case may be.

The return of the rental car must be carried out by the *Insured* at the facilities of the automobile provider within the same country in which it was contracted.

**If there is an additional cost for delivery to a different location, it must be covered by the same *Insured*.**

## 8. Payment of hotel expenses in case of *Breakdown, Collision, or Flood.*

In the event of *Breakdown, Collision, or Flood* of the *Insured Vehicle*, and if it cannot be repaired and used within the first twenty-four (24) hours after the *Breakdown, Collision, or Flood*, or in the event of total *Theft* of the *Insured Vehicle*, if it cannot be recovered within the following forty-eight (48) hours after the *Theft* and after filing the corresponding report before the *Competent Authorities*, HDI SEGUROS will pay up to five hundred US dollars (USD 500.00) per *Event* for hotel expenses, with a maximum of five (5) nights.

## C) EXTENSION OF VEHICLE ASSISTANCE

If described in the *Policy Face Page* or endorsement, coverage is provided for the rental of an economy car for a maximum total of fifteen (15) additional calendar days, in addition to the five (5) days established in section 7. **Payment for Transportation due to Breakdown, Theft, Collision, or Flooding of the Insured Vehicle under section B of TRAVEL ASSISTANCE**, when as a result of a *Car Accident* or road incident, the *Insured Vehicle* is left at the disposal of the authorities and is not released, the *Insured* shall be entitled to the rental of a vehicle for a maximum of fifteen (15) consecutive calendar days or until the release of the *Insured Vehicle*, whichever occurs first.

The *Insured* shall have the option to use all of these days in a single *Event* or spread them across multiple *Events*, if applicable, provided that the occurrence of the *Incident* is within the *Policy* term. The maximum number of days for the use of the rental car will be fifteen (15) calendar days for any of the aforementioned reasons or a combination thereof.

The vehicle rental may be contracted in Mexico, the United States of America, or Canada, and must be done within twenty-one (21) calendar days following the *Incident*. In the event that the rental begins in Mexico, it may also be extended to the United States of America or Canada, provided that the rental in the United States of America or Canada is consecutive to the car rental in Mexico within a period not exceeding forty-eight (48) hours after the end of the car rental in Mexico, and always up to a limit of fifteen (15) consecutive calendar days, subtracting the number of days of rental previously contracted in Mexico.

In all cases, an invoice must be submitted in the name of Grupo Ausa, S.A. de C.V., regardless of the origin of the company issuing such document (*Mexico, United States of America, or Canada*). Upon request for a *Reimbursement*, it will be authorized based on the limitations and conditions established in the preceding paragraph. The *Insured* must return the rental car to the provider's facilities within the same country where it was contracted. **If there is an additional cost for delivery to a different location, it must be covered by the Insured.**

### Exclusions applicable to the Vehicle Assistance Extension

- **Any act of *Fraud* or *Bad Faith*, as well as the false or inaccurate statement made by the *Insured* with the intention of misleading *HDI SEGUROS*.**
- **That at the time of requesting the service, the *Insured* is in an unfit condition (due to being in a *State of Drunkenness* or having consumed narcotics or psychotropic substances) and/or physically unfit to drive.**
- ***HDI SEGUROS* reserves the right to not provide the service when the integrity of its personnel or vehicles is at risk.**
- **In the event of a *Partial Loss* not requiring repair or stay of the *Insured Vehicle* for more than seventy-two (72) hours, a Replacement Car will not be provided, nor will it be provided if *HDI SEGUROS* compensates the *Insured* through a *Damage* payment.**
- **If the *Incident* is not deemed valid by *HDI SEGUROS* in accordance with the General Conditions or the *Policy*.**
- **In cases where the *Insured Vehicle* only requires maintenance, aesthetic services, or any other service that does not limit its use for more than seventy-two (72) hours.**
- **A motorcycle will not be provided as a Substitute Vehicle.**
- **Maintenance services such as scheduled maintenance, engine tuning, fuel system cleaning, belt adjustment, brake and clutch service, lubrication and oil change, filter cleaning or replacement, spark plug replacement, light inspection and alignment, axle**

balancing and alignment, PVC valve cleaning, cooling system cleaning, tire rotation or replacement, valve and combustion chamber decarbonization, body adjustments or tightening.

- **Breakdown** or maintenance of the brake system, disc, and drum resurfacing.
- **Breakdown** of paint, corrosion, upholstery, dashboard, and other appearance elements.
- **Breakdown** of ignition keys and their remote controls, locks, windows, lights, batteries, and lamps.
- Air or water leaks, window noise, squeaks, and vibrations.
- Preexisting mechanical, electrical, or electronic **Breakdowns** at the start of the Assistance coverage.

## RISKS NOT COVERED BY ASSISTANCE SERVICES

**HDI SEGUROS** shall not provide any of the services in the following cases:

1. When as a result of an intentional act by the *Insured*, the contingency arises.
2. In the event that the *Insured* does not have the policy information for the *Insured Vehicle*.
3. In the cases of exclusion provided for in the *Policy Face Page* contracted by the *Insured Vehicle*
4. In the event that the *Insured* fails to comply with any of the obligations set forth in this insurance contract.
5. Assistance situations occurring during trips taken by the *Insured* against the recommendation of their primary care physician.
6. **HDI SEGUROS** will not reimburse the *Insured* for any expenses incurred if the *Insured* fails to notify or uses the services of another provider or supplier without their consent.
7. Assistance situations resulting from: *Strikes*, wars, invasion, acts of foreign enemies, hostilities (whether war is declared or not), *Rebellion*, civil war, *Insurrection*, *Terrorism*, piracy, pronouncements, demonstrations, popular movements.
8. *Insured's* participation in criminal acts.
9. The *Insured's* involvement in *Altercations*, except in the case of self-defense.
10. Participation in official competitions or exhibitions.
11. The irradiations resulting from nuclear transmutation or disintegration, from radioactivity, or from any type of accident caused by nuclear fuel.
12. Vehicles with any type of modification, other than manufacturer specifications, deemed hazardous, that may have influenced the *Breakdown* or *Car Accident*, at the discretion of the adjusters.
13. Intentional collisions or impacts, as well as the direct involvement of the *Insured Vehicle* in criminal acts.
14. Maintenance work, car inspections, major repairs, and the assembly or reassembly of parts previously disassembled by the *Insured* or by a *Third Party*.
15. Towing of the *Insured Vehicle* with cargo or with injured persons, as well as extracting the stuck or trapped car from potholes or ravines due to the vehicle's transit off-road or when they are in *Impassable* conditions.
16. When the *Insured Vehicle* has been illegally brought into the country.
17. Vehicles that are more than twenty (20) years old at the time of the incident.



18. **Damages** caused as a result of electrical failures or installations of the *Insured Vehicle*.
19. When the *Insured* fails to provide truthful and timely information that by its nature does not allow for the proper handling of the Assistance situation.
20. In cases where the *Insured* leaves from the place of occurrence.
21. Direct violations of driving permits or licenses.
22. **HDI SEGUROS** shall not be liable for *Damages*, Partial or Total Theft suffered by the *Insured*, *Occupants*, or their *Companions*, whether to their person or their property, during the time it takes for the Incidents, reports, or lawsuits in accordance with the terms of this contract.
23. In all other cases where the law expressly so provides.

### III. OBLIGATIONS OF THE INSURED IN ASSISTANCE

The *Insured* agrees to:

#### a) Request for Assistance

In the event of an Assistance situation and before taking any action, the *Insured* must call **HDI SEGUROS** at 477 740 2818 providing the following information:

- Location and telephone number where **HDI SEGUROS** may contact the *Insured* or their representative, as well as all the information requested by the assistance manager to locate them.
- Name, *Permanent Residence*, and automobile insurance *Policy* number.
- You will describe the issue and the type of assistance required.

The specialized team of **HDI SEGUROS** shall have unrestricted access to the automobile, the *Insured*, and their medical records in order to assess the situation to be addressed.

#### b) Tow without prior notification to **HDI SEGUROS**

In case of absolute urgency or impossibility of the *Insured* to notify and request the service, **HDI SEGUROS** will reimburse the *Insured* for the sums expended, **provided that notification is made within twenty-four (24) hours after such impossibility has ceased.**

#### c) Road incident

In the event of a road incident or any other unforeseen circumstance for which the *Insured* requires any of the services, the *Insured* shall perform the following activities:

- a) Perform all acts aimed at preventing or reducing the *Damage* when there is no danger in delay, request instructions from **HDI SEGUROS** telephone numbers, and proceed as instructed.
- b) Notify **HDI SEGUROS** as soon as the incident is known, which should not exceed twenty-four (24) hours, except in cases of force majeure.
- c) Provide the necessary elements for the location and identification of the party at fault in the road incident, as well as cooperate in the proper follow-up of the matter, including appearing before the respective authorities and granting powers of attorney.
- d) Refrain from making arrangements or expenses without consulting **HDI SEGUROS**.

- e) Give timely notice to the attorneys of *HDI SEGUROS* and to the authorities regarding changes of address or any legal notification.
- f) Appear before the competent authority as many times as required or summoned.

In order for the *Insured* to receive *Refunds* for expenses incurred and authorized by *HDI SEGUROS*, they must submit the corresponding invoices in the name of GRUPO AUSA, S.A. DE C.V., Federal Taxpayer's ID No. (R.F.C.) GAU-921015-G81, with address at: Tonalá 136, Col. Roma, Delegación Cuauhtémoc, 06700 in Mexico City.

## IV. TERRITORIAL LIMIT OF ASSISTANCE SERVICES

*HDI SEGUROS* makes these services available to the *Insured* twenty-four (24) hours a day, three hundred sixty-five (365) days a year, and they will apply in the event of a road incident or event occurring only within the *Mexican Republic*.

## V. RESPONSIBILITIES OF HDI SEGUROS

*HDI SEGUROS* will assist the *Insured* or their *Occupants* in the filing of the applicable Incidents, reports, or lawsuits.

### **HDI SEGUROS, S.A. de C.V.**

Should there be any question, we make our customer service phone numbers available to you: 800 667 31 44.

Additionally, you can visit our Specialized Customer Service Department (UNE), located at Blvd. San Juan Bosco No. 5003, Col. Rancho Seco, 37669, Leon, Guanajuato. Phone: 477 740 2827, from Monday through Friday 9:00 a.m. to 2:00 p.m. or via email to the following address: [une@hdi.com.mx](mailto:une@hdi.com.mx)

**“In compliance with the provisions of Article 202 of the Insurance and Bonding Institutions Law (*Ley de Instituciones de Seguros y de Fianzas*), the contractual documentation and technical note comprising this insurance product were registered with the National Insurance and Bonding Commission, as of the 29 day of November, 2024, under number CNSF-S0027-0302-2024/ CONDUSEF-006649-01”.**



# Additional Benefits of Road Assistance

HDI Tourist Auto

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# ADDITIONAL BENEFITS OF ROAD ASSISTANCE

## ADDITIONAL BENEFITS OF ROAD ASSISTANCE

### I. TICKETS FOR LOCAL SERVICES

To the Client request, *HDI SEGUROS* will make arrangements for the acquisition of tickets for local shows, provided if they are available where the Client is located.

**The Client will pay for the tickets.** *HDI SEGUROS* will also assist the Client in planning vacation trips within Mexico.

### II. US STATE TRAVEL ADVISORY DEPARTMENT INFORMATION.

To the Client's request, *HDI SEGUROS* will provide the Client with relevant information from the *US STATE TRAVEL ADVISORY DEPARTMENT* about traveling alerts, public announcements and consular information.

### III. DOCUMENTS LOSS

In the case of theft or loss of essential documents to continue the trip, such as: passport, visa, plane tickets, and alike, *HDI SEGUROS* will provide the Client with the information relevant to the procedures and formalities at the local authorities or consulates to report the loss or theft and get a replacement.

### IV. LUGGAGE LOSS

In the case of theft or loss of the Client's luggage *HDI SEGUROS* through its Call Center will assist the Client in reporting the loss / theft to the authorities and will help to carry on the procedures to get it back and send it to where the Client is located or to the Client's place of permanent residence.

### V. TRANSFER OF FUNDS

In the case the Client contracts an illness or is injured in an accident, *HDI SEGUROS* will transfer funds up to a maximum amount of \$ 2,000.00 US dollars, **after a deposit is done in *HDI SEGUROS* deposit must be made by the person(s) who the Client designates.**

## VI. TRAVEL AGENCIES

To the Client's request, *HDI SEGUROS* will coordinate the reservations to secure accommodations on flights and / or hotels within the Mexican Republic. **The Client will pay travel expenses.**

## MEDICAL ASSISTANCE

In the event that the Client suffers an illness or an accident, the Client should ask *HDI SEGUROS* for the following services and if *HDI SEGUROS* medical team in contact with the doctor assisting the Client, determine the Client requires hospitalization; if it is thus, *HDI SEGUROS* will be responsible for organizing and covering the expenses of the following services:

### a) LAND MEDICAL TRANSPORTATION

Terrestrial transportation in an ambulance to a hospital, under medical care. *HDI SEGUROS* will choose the nearest hospital that best suits the event.

### b) AIR MEDICAL TRANSPORTATION.

Air ambulance in case of illness or injuries presented by the insured, if *HDI SEGUROS* medical team along with the doctor assisting the Client determines that the event requires to transfer the insured to the most appropriate and closest hospital by air transportation

### c) INTERNATIONAL AIR MEDICAL TRANSPORTATION.

International air ambulance in the event the Client suffers an illness or injuries, and the medical team of *HDI SEGUROS* along with the doctor assisting the Client determines that the Client cannot be treated in any of the hospitals in Mexico, The Client could be transferred to the requested hospital in the United States of America or Canada.

Exclusion: The fact that the Client had traveled against his doctor's recommendations or had suffered symptoms of the illness for which he is requesting this service, within at least a six month period prior to the request.

## I. MEDICAL REFERENCES

*HDI SEGUROS* will provide the following information to the Client, available 24 hours a day, 365 days a year in the Mexican Republic:

- Doctors, names, specialties, telephone numbers and addresses.

## ADDITIONAL BENEFITS OF ROAD ASSISTANCE

- Hospitals, clinics, drugstores and test laboratories, names, telephone numbers and addresses.
- Recommendation and advice about these references.
- Coordination of urgent and programmed national and international medical services.

### II. MEDICAL COORDINATION

If the Client requires medical assistance *HDI SEGUROS* medical team will not be responsible for the diagnosis, but on the Client request *HDI SEGUROS* will help the Client get a diagnosis by:

- a) Sending a doctor to his hotel,
- b) Arranging an appointment with a doctor at the Client's office.
- c) Arranging an appointment with a doctor at a hospital.

**The Client will be responsible for the expenses derived from these medical services.**

***HDI SEGUROS* will provide this assistance in the main cities of the Mexican Republic.** In small locations, with no medical services, will coordinate an appointment with a doctor in the nearest city that offers medical services.

***HDI SEGUROS* will take no responsibility for any situation derived from the medical assistance provided by the doctors of the medical institutions.**

### III. INCIDENTAL EXPENSES DERIVED FROM CONVALESCENCE

#### a) COMPANY OF A RELATIVE IN CASE OF ILLNESS

In the event that the Client suffers an illness or an accident while traveling alone or with minors, *HDI SEGUROS* will arrange and pay for a round trip by the most suitable means of transport so that a close relative can travel from his residence to where the Client is to take care of him/her. *HDI SEGUROS* will cover the expenses for the relative accommodations up to \$60 USD a day, limited to five consecutive days.

#### b) PAYMENT FOR THE OCCUPANTS TO CONTINUE THE TRIP OR TO GO BACK TO THEIR PERMANENT RESIDENCE

In the event that the Client suffers an illness or an accident while traveling accompanied, and needs to be hospitalized, *HDI SEGUROS* will arrange and pay for his/her traveling companions to go back to the Client's place of permanent residence or to the next location to where their trip was heading, **on the condition that the originally planned transportation means are no longer available.** If it is the case that the Client traveling companions are all

## ADDITIONAL BENEFITS OF ROAD ASSISTANCE

minors, HDI SEGUROS will arrange for an adult to travel with them. **Limited to the number of Occupants based on the technical specification of the manufacturer and with a maximum of 7 people.**

### c) STAY BY MEDICAL PRESCRIPTION

In the event that the Client suffers an illness or an accident while traveling alone or with minors, and *HDI SEGUROS* medical team along with **the doctor attending the client determines that the client is not able to continue the trip after leaving the hospital**, *HDI SEGUROS* will arrange and pay for the necessary expenses to extend the Client's stay in a hotel chosen by him. This coverage is limited to \$60 USD a day, **for no more than 10 consecutive days.**

### d) TRANSPORTATION TO THE CLIENT'S PERMANENT RESIDENCE

If, after being treated for an illness or accident, *HDI SEGUROS* medical team along with the doctor attending the Client determines that the client is not able to go back to the Client's place of permanent residence using the originally planned transportation means, *HDI SEGUROS* will cover the necessary expenses and make all the arrangements needed to send the Client back to his residence location on a commercial flight.

## IV) CLIENT DECEASE

In the regrettable case the Client dies as a result of an illness or an accident, *HDI SEGUROS* will carry on all the required legal formalities and will be responsible to:

- a) Arrange and pay for a round trip by the most suitable means of transportation so that a close relative can travel from his residence to the decease location. **This service is valid only if the Client was traveling alone or with minors.**
- b) Arrange and pay for the transferal of the corpse or ashes to the burial location on the Client's place of permanent residence.
- c) Arrange and pay in response to the Client relatives or representatives request, for the burial on the location where the decease took place.

HDI SEGUROS will to a limit amount of 600 UMAs per evento.



### V) ODONTOLOGICAL EMERGENCY

In the case that during the trip The Client has acute dental symptoms requiring emergency treatment, *HDI SEGUROS* will make the necessary arrangements to get the Client medical attention from *HDI SEGUROS* dentist network, choosing the closest dentist office to Client the location. **The Client will pay for the dentist fee.**

### VI) GLASSES OR CONTACT LENSES REPLACEMENT

If the Client breaks or loses his glasses or contact lenses, *HDI SEGUROS* will make the necessary arrangements to get the Client an appointment with an optometrist to adjust a new prescription and replace them. **The Client will cover the expenses of the new glasses or contact lenses as well as the optometrist fee.**

**For the cases established in Clauses I,II,III,IV,V,VI of Medical Assistance, the Insured Will be understood as the owner of the policy; the owner of the Insured Vehicle; the driver and; the occupants of the Insured Vehicle (limited to the number of passagers based on the technical specification of the manufacturer, having a maximum of 7 people), who will be entitled to these Services.**

**In addition to the obligations stipulated in the assistance services, the insured should proceed as follow:**

#### In case of danger of death

In a situation of danger of death, the Client or his representative must act always as fast as possible to organize the transfer of the patient to the hospital closest to the place where the disease occurred, with the most immediate and appropriate means, or take the most appropriate measures; and as soon as it is possible the Client will contact the Company's Permanent Service Center for notify the situation.

#### Medical Transfer

In cases of medical transfer, in order to facilitate a better intervention of *HDI SEGUROS*, the Client or their representatives must provide to *HDI SEGUROS* the following information:

- The name, address and telephone number of the hospital or medical center where the Client is admitted.
- The name, address and telephone number of the doctor who usually treats the Insured

*HDI SEGUROS* or its representatives must have full access to the medical file and to the Client to assess the conditions in which the Client is; **if the Client refuses the access, will lose the right to the Assistance Service of medical transfer.**

## ADDITIONAL BENEFITS OF ROAD ASSISTANCE

In each case, the medical supervision of *HDI SEGUROS* will decide when is the most appropriate time and the date most suitable date for the transfer.

## RISK NOT COVERED BY THESE ADDITIONAL BENEFITS

**In addition to the risks not covered by the assistance services, *HDI SEGUROS* will not provide any of the Services in the cases mentioned below:**

1. Self-inflicted injuries
2. Injuries or death due to the practice of sports as a professional
3. Accidents of all kinds, injuries or illnesses resulting from the Client and / or the Authorized Vehicle participation in any kind of races, competitions or exhibitions.
4. Any preexisting diseases, (understood by these, that were originated before the effectiveness of this Policy, are apparent to the sight and for which expenses have been disbursed before the policy starts). Convalescence will be considered as part of the disease.
5. Psychiatric, psychological or mental derangement illnesses.
6. Pregnancy, cesarean birth and prenatal.
7. Eye exams in order to diagnose or correct any graduation, as well as surgical procedures such as radial keratomies or other types of surgeries in order to modify refractory errors, eyeglass expense, contact lenses, etc
8. Transplants of organs or members of any kind
9. Pathological effects resulting from consumption, in any form of toxic substances, drugs or pharmaceutical products, whether legal taken in excess (except for medical prescription), or illegal.
10. Suicide or illnesses and injuries resulting from attempted suicide
11. Prostheses in general, crutches, wheelchairs and orthopedic devices
12. Dental treatments that are not acute problems, cosmetic procedures, etc
13. Medical transportation service will not be provided for pregnant women during the last 90 days prior to the date of the childbirth.
14. Accidents of all kinds, injuries or illnesses resulting from professional sports activities or official competitions.
15. In case of Motorcycles, Medical Assistance is excluded for the driver and occupants.