

## **THIRD PARTY LIABILITY INSURANCE FOR TOURIST RECREATIONAL WATERCRAFTS**

**EI ÁGUILA COMPAÑÍA DE SEGUROS, S. A. DE C. V.**, hereinafter referred to as **THE COMPANY**, subject to the General, Specific and/or Special Conditions applicable, being the latter preferred over the former and in agreement to the provisions of Dec Page and Cover Specifications, covers the insured goods in favor of **THE INSURED**, against damage and/or losses caused by risks covered by this Policy, except for those expressly excluded.

### **PARTICULAR CONDITIONS**

#### **CLAUSE 1. INSURANCE PURPOSE.**

The legal liability attributable to **THE INSURED** is hereby covered in accordance to the applicable legislation on Third Party Liability matters in force in Mexico for damages caused to any third party by **THE INSURED** or whomever operates the insured vessel with **THE INSURED**'s consent, as a consequence of unintentional acts or omissions occurred during the policy term and resulting from the use of the insured vessel (including Tenders, when the insured vessel type is a Yacht).

Without exceeding the limits stated in the Dec Page, damages to third parties, either personal or to property, when being expressly contracted, will be covered under the following terms:

##### **1.1 LIABILITY DUE TO DAMAGE TO THIRD PARTY PROPERTY.**

Material damage to third parties' assets, caused by the Insured Vessel are hereby covered.

##### **1.2 LIABILITY DUE TO PERSONAL DAMAGE TO THIRD PARTIES.**

The following payments due to personal damage to third parties caused by the use of the Insured Vessel are hereby exclusively covered:

- 1.2.1 First aid expenses.
- 1.2.2 Medical expenses and/or funerary expenses, if applicable.
- 1.2.3 Legal indemnity to be paid for dead or for total or partial disability, in accordance to the applicable legislation in force in Mexico.
- 1.2.4 Legal expenses and costs awarded against **THE INSURED** resulting from injuries to any third party in case of a liability lawsuit filed against the **INSURED**.

#### **CLAUSE 2. LEGAL ASSISTANCE.**

Should such Assistance be included in the Policy's Dec Page, it shall include the legal protection professional services needed for the legal procedures filed within Mexico against the pilot and/or **THE INSURED** resulting from the risks covered by the Third Party Liability cover, in accordance with the laws in force in Mexico whereby bail of **THE INSURED** and/or captain for pretrial release is allowed or demanded; that as a consequence of the use, with express or implied consent by **THE INSURED**, of the insured vessel covered hereunder, damages are caused or **THE INSURED** has to become involved in such proceedings.

Upon contracting of such Assistance, **THE COMPANY** shall:

- 2.1 Negotiate, with **THE INSURED** and/or legal representative and/or pilot's approval and collaboration, their probation, pretrial and/or commutative release, as applicable to the proceeding filed.
- 2.2 Negotiate, with **THE INSURED** and/or legal representative and/or mate permit and assistance, the release of the Insured Vessel.
- 2.3 Negotiate, with **THE INSURED** and/or legal representative and/or pilot's approval and collaboration, the immediate issuance of bonds needed, through a legally incorporated Bonding Company, authorized to operate in this country, and for up to the limit of the insured amount contracted for this Legal Assistance cover.
- 2.4 Pay all expenses, costs, bails (other than bonds) and/or administrative fines resulting from such

proceeding, up to an amount equal to 50% of the insured amount limit contracted for this Legal Assistance. This amount shall be in addition to the insured amount limit in force for this Assistance.

The professional services offered under this Legal Assistance shall be provided by Lawyers appointed by THE COMPANY, however, if THE INSURED chooses to hire other lawyers, professional fees of such lawyers shall be paid up to a maximum limit equal to 60 Units of Measure (UMA) converted into United States of America dollars at the time of the loss. In such case, THE COMPANY's liability shall be limited to payment of such fees.

### **CLAUSE 3 SPECIFIC EXCLUSIONS.**

**In no case, shall THE COMPANY be liable for:**

- 3.1 Any economic or incidental loss, damage, pain and suffering or any damage resulting from:
  - 3.1.1 Loss of use of the insured vessel.**
  - 3.1.2 Bodily Injury and/or property damage to any occupant, passenger or crew member of such insured vessel.****
- 3.2 Bodily Injury and/or property damage to any occupant, passenger or crew member of such insured vessel.**
- 3.3 Bodily Injury and/or property harm to THE INSURED.**
- 3.4 If THE INSURED is an individual, liabilities for damages suffered by the following persons shall not be covered:
  - 3.4.1 Spouse, common-law spouse, parents, children, siblings, in-laws or other family of THE INSURED due to kinship or consanguinity, up to third degree.**
  - 3.4.2 Other individuals who are economically dependent of THE INSURED or with permanent residence with THE INSURED.**
  - 3.4.3 Individuals of whom THE INSURED is liable on civil matters, as well as employees or other individuals conducting any work for THE INSURED.****
- 3.5 If THE INSURED is a corporate entity or an individual with entrepreneurial activities, liabilities shall not be covered as a result of damages suffered by:
  - 3.5.1 Directors, officers, partners, administrators, managers or any other individual with a managerial role in the insured company or business.**
  - 3.5.2 Spouses, parents, children, siblings, in-laws or family members up to third degree of consanguinity of individuals stated in the above paragraph, as well as those for whom they are liable in civil matters.**
  - 3.5.3 Individuals who economically depend on those stated under paragraph 3.5.1 or whose permanent residence is with them.**
  - 3.5.4 Employees or other individuals conducting any work for THE INSURED.****
- 3.6 The participation of the insured vessel in competitions or security, resistance or speed contests, whether the insured vessel competes or is used as ancillary vessel for a vessel involved in competitions of any kind.**
- 3.7 Damages caused by the insured vessel as a result of being used as a towboat for other vessel or vessels, unless such vessel or vessels are covered in this**

Policy's Dec Page or that THE COMPANY grants prior consent.

- 3.8 Damages suffered or caused by the insured vessel when it is piloted by any individual lacking a license or permit to drive this kind of vessels, issued by the corresponding authorities in accordance with the law, or when piloted by someone under the effects of alcohol or drugs or any narcotics not prescribed by a medical doctor; this exclusion applies only when fault, inexperience or serious negligence may be attributed to the pilot or mate as the cause of such loss.
- 3.9 Indirect loss suffered by THE INSURED and/or any occupant of vessel, as well as any expenses resulting from the loss such as accommodations, food, transportation, telephone calls, car rental or vessel hardship or any other similar expenses such individuals require.
- 3.10 Material damages suffered by the insured vessel due to any reason.
- 3.11 Damages caused by the insured vessel due to overload concerning its endurance, capacity or number of passengers.
- 3.12 Strikes, abandonment by workers, individuals taking part in strikes or labor-type unrests, mutinies or riots, or by measures taken by the authorities in order to suppress such acts.
- 3.13 Kidnap or any illegal imprisonment, or unjust exercise of vessel or crew control (including any attempt for such imprisonment or control), conducted by any individual or individuals, acting without THE INSURED's consent or while the vessel is out of THE INSURED's control for any of such risks.
- 3.14 Any discharge, spill or leak to oceans, bays, rivers, land or air, of oil, fuel, loads, petroleum, chemical products or other substances of any kind or nature that are deemed as contaminants.
- 3.15 Damages caused by Captain or crewmembers' barratry, or smuggling or clandestine or forbidden commerce.
- 3.16 Breach by THE INSURED of any law, provision or regulation issued by domestic or foreign authorities, when such breach is the direct cause of loss.
- 3.17 Injuries and accidents of pilot or Captain when the vessel is used for suicide or any attempt thereof, or voluntary mutilation, even if pilot or Captain is reported as insane.
- 3.18 If THE INSURED and/or pilot, having used the Guaranteed Bond cover with the purpose of being released, move to another place failing to collaborate with THE COMPANY and defaulting obligation of personally attending all appointments required by the authorities, during the legal proceedings against them due to an Accident, all Policy covers shall automatically be canceled, and any obligation by THE COMPANY shall cease as of the date of such breach. Such exclusion shall not be in effect if such failure to assist by THE INSURED or mate is due to Force Majeure.
- 3.19 Personal and/or property damages to third parties, if the insured vessel is used for cargo or illegal shipments, including firearms or drugs.

## **GENERAL CONDITIONS**

### **CLAUSE 1. GENERAL EXCLUSIONS.**

**In addition to the exclusions stated under Particular Conditions, Cover Specifications and/or on Policy Endorsements, in no case whatsoever shall THE COMPANY be liable for losses or damages to the insured assets caused by, resulting from or related to:**

- 1.1 Losses, damages or defects existing when this Insurance Contract was incepted.**
- 1.2 Transmission and distribution lines at a distance of 500 meters or more from insured location.**
- 1.3 Temporary or permanent dispossession resulting from expropriation, seizure, forfeiture, confiscation, nationalization and/or withholding of assets due to acts of a legally acknowledged authority in compliance with such authority's role.**
- 1.4 Destruction of assets due to acts of a legally acknowledged authority, except for such cases that is intended to avoid conflagration or in compliance of a duty of human nature.**
- 1.5 War, hostilities, warlike activities or operations (whether or not there is a declared war), invasion by foreign foe, rebellion, mutiny, sedition, conspiracy, insurrection, political disturbances, suspension of rights, taken over military power, military uprising or events that give rise to such situations of fact and law.**
- 1.6 Nuclear reaction, nuclear radiation, radioactive contamination or any kind of asset in nuclear facilities.**
- 1.7 Use of any device or war weapon whether using or not atomic, nuclear, radioactive fusion or fission, or biological or biochemical weapons.**
- 1.8 Looting or theft conducted during or after a weather or seismic event, or conflagration, nuclear reaction, nuclear radiation or radioactive contamination or any event of catastrophic nature that gives rise to such acts committed against THE INSURED.**
- 1.9 Fraud, willful misconduct, bad faith, breach of trust or theft on which THE INSURED, its officers, employees, outsourced individuals, partners, dependents, beneficiaries, successors, or attorneys-in-fact of any of them are involved, acting on their own or in collusion with others.**
- 1.10 All direct or indirect loss caused by, resulting from or related to any epidemics, pandemics, contagious or infectious disease and genetic damages concerning genetically modified assets. This exclusion also applies to damages caused by measures taken for contention and/or control thereof.**
- 1.11 Damages, losses or liabilities, both directly and indirectly caused, contributed or resulting from pests, moths, scavengers, fungus and/or bacteria,**

notwithstanding the cause thereof.

- 1.12 Terrorism:** For the purposes of this Policy, terrorism shall be understood as the acts of an individual or individuals who, on their own, or acting in representation of someone or in connection with any organization or government, conduct activities by force, violence or using any other means with a political, religious, ideological, ethnic purpose, or of any other nature, intended to overthrow, influence or exercise pressure on the government of fact and law, for it to make a decision, or to alter and/or have an influence on the functioning of any economic sector.

Based on the above, losses or material damages resulting from the use of explosives, toxic substances, fire arms or of any other means, whether violent or not, against individuals, things or public services and that, in view of a threat or potential to be repeated, create an alarm, fear, terror or fret in the population or in a group or sector thereof. It also excludes losses, damages, costs or expenses for any measure taken aiming at preventing, avoiding, controlling, suppressing, facing or reducing the effects thereof and/or any consequential damage resulting from a Terrorist act.

- 1.13** Loss of use of assets, cost for removing, neutralizing or cleaning contaminant substances and/or any direct or indirect damage caused by filtration, pollution or contamination, unless such filtration, pollution or contamination had resulted from of a sudden and unforeseen event of a risk covered under this policy.

- 1.14** Losses directly or indirectly resulting from the loss or alteration of, or damage to, reduction in the functionality, availability or operation of:

Computer system, hardware, program, software, data, information, microchip, integrated circuit or similar devices in computing equipment and non-computing equipment, whether owned or not by THE INSURED, unless one of the following risks arise, and as long as they have been contracted: Fire, lightning, explosion, aircraft impact, objects falling therefrom, hydrometeorologic events, earthquake and/or volcanic eruption.

#### **CLAUSE 2. ARTICLE 25 OF THE INSURANCE CONTRACT LAW.**

"If the content of the Policy or amendments thereto do not agree with the offer, THE INSURED may request the corresponding correction within 30 (thirty) days following the date such Policy is received by THE INSURED. After such term, the Policy provisions or any amendment thereto shall be deemed as accepted."

#### **CLAUSE 3. POLICY INCEPTION AND EXPIRATION DATE.**

The Policy Term starts and ends at 12:00 hours (noon) of such dates established as the inception and expiration dates in the Policy's Dec Page.

#### **CLAUSE 4. DEDUCTIBLE AND/OR COINSURANCE.**

As stated on the Policy's Dec Page or in the Cover Specification, Additional Clauses or respective Endorsements, THE INSURED shall retain a Deductible and/or Coinsurance amount for each contracted cover as defined below:

- 4.1 Deductible.** Is the amount or percentage established on the Insurance Policy as not indemnifiable by THE COMPANY, being the minimum amount to be exceeded by the claim in order to be subject to Indemnity by THE COMPANY, any amount below such limit will be under THE INSURED's responsibility. In case the Deductible is established based on a Measure and Update Unit (UMA), the amount shall be determined pursuant to the loss occurrence date.
- 4.2 Coinsurance:** Coinsurance is understood as the percentage that THE INSURED will participate on each and every loss and represents the share under THE INSURED's responsibility when a loss covered by the Policy occurs.

#### **CLAUSE 5. TERRITORIAL LIMIT**

This Policy has been contracted pursuant to the Mexican Law in order to cover any damages occurring and claimed within the territory and in accordance with the courts and legislation of Mexico.

#### **CLAUSE 6. CURRENCY.**

Premium payment and loss indemnity amounts under this Policy are payable pursuant to the Mexican Monetary Law in force as of the date of payment thereof at THE COMPANY's office.

If Policy was contracted in US Dollars, THE COMPANY may indemnify any loss in Mexican pesos, using the exchange rate published in the Official Daily Gazette of the Federation as of the payment date, in accordance to the provisions in Article 8 of Mexican Monetary Law.

#### **CLAUSE 7. SECURITY MEASURES**

Security measures agreed upon on the Policy were the basis for the risk assessment; therefore, THE INSURED is bound to keep them in operating and service conditions, during the Policy term, and if such conditions do not exist or do not function properly in case of a loss, THE COMPANY shall be released from any liabilities resulting from this Insurance Contract, unless agreement otherwise stated in the Policy and/or Cover Specification providing for another penalty or sanction.

#### **CLAUSE 8. RISK AGGRAVATION.**

**THE COMPANY'S obligations shall cease as a matter of law due to the essential risk aggravations that the risk might experience during the insurance term in accordance with the provisions of Article 52 and 53, fraction I of the Insurance Contract Law.**

- 8.1** THE INSURED shall communicate to the company on any essential aggravation on the risk during the insurance term, within twenty-four hours following the time they are known. Failure to give such notice by THE INSURED or if such adverse change on risk is caused by THE INSURED, all THE COMPANY's obligations shall cease by law thereafter. (Article 52 of Insurance Contract Law). For the purpose of the above article, it shall always be assumed:
- 8.1.1** That the aggravations are essential when they refer to an important fact for the risk assessment, such that THE COMPANY would have contracted under different conditions if a similar adverse change would had been known.
  - 8.1.2** That THE INSURED knows or must know all aggravations stemming from acts or omissions of tenants, spouse, descendants thereof or any other individual that, with THE INSURED's consent, dwells the property or has possession of such insured property. (Article 53 of Insurance Contract Law).
- 8.2** When aggravation is due to willful misconduct or bad faith, THE INSURED shall lose the advanced premium (Article 60 of Insurance Contract Law).
- 8.3** THE COMPANY's obligations shall be canceled if it proves that THE INSURED, Beneficiary or representatives of both, with the purpose of making it incur in error, disguise or misrepresent facts that

- would exclude or restrict such obligations.
- 8.4 The same shall apply in case that, with a similar purpose, documentation on facts related to the loss are not timely sent. (Article 70 of Insurance Contract Law).
  - 8.5 In case that, now or in the future, the Contracting Party (or Parties), THE INSURED(S) or Beneficiary (or Beneficiaries) conduct or relate to illegal activities, such fact shall be deemed as an essential aggravation of risk pursuant to the law.
  - 8.6 Given the above, THE COMPANY's obligations shall cease by law if the Contracting Party (or Parties), THE INSURED(S) or Beneficiary (or Beneficiaries), pursuant to Article 492 of the Insurance and Bonding Institutions Act and general provisions thereof, are convicted by final judgement, for any crime linked to, or resulting from the provisions of Articles 139 to 139 Quinquies, 193 to 199, 400 and 400 of the Federal Criminal Code and/or any other article regarding organized crime in national territory; such judgment may be issued by any authority with jurisdiction within local or federal venue, as well as by foreign authorities with jurisdiction with a government with which Mexico has executed an international treaty regarding items under this paragraph; or, if the name of the Contracting Party (or Parties), THE INSURED(S) or Beneficiary (or Beneficiaries), their activities, assets covered by the Policy or their nationalities are published in an official list related to crimes connected to the provisions of the above articles, whether domestic or foreign, from a government with which the Mexican Government has executed any international treaty on the above matters, the above in terms of Fraction X, Provision Twenty Nine, Fraction V, provision Thirty Four or Provision Fifty Six of the Resolution by which the General Provisions are issued as referred to under Article 140 of the General Insurance Mutual Corporations and Institutions Act (currently Article 492 of the Insurance and Bonding Institutions Act).
  - 8.7 If applicable, the contract obligations shall be restored once THE COMPANY learns that the name(s) of the Contracting Party (or Parties), THE INSURED(S) or Beneficiary (or Beneficiaries) is no longer in such lists.
  - 8.8 THE COMPANY shall commit before the authority with jurisdiction as applicable, any amount that, as a result of this Insurance Contract might be in favor of the individual or individuals referred to in the above paragraph, in order for the authority to determine any end use of such resources. Any paid amount not earned that is paid after the above conditions take place, shall be committed in favor of the corresponding authority.

**CLAUSE 9. INSURED AMOUNTS AND/OR MAXIMUM LIMIT OF LIABILITY.**

THE COMPANY's liability over the insured assets which covers are defined in this Policy's Dec Page and/or Cover Specification, is limited to the actual loss sustained by THE INSURED and shall not exceed the insured amount and/or maximum limit of liability stated for each cover.

**CLAUSE 10. PREMIUM.**

Premium to be paid by THE INSURED shall be governed in accordance with the following rules:

- 10.1. Premium becomes payable upon contract execution, regarding to the first insurance period; the definition of insurance period is the term for which the unit of premium is calculated; in case of doubt, it shall be understood that the insurance period is one year. For the purpose of this Policy, the Insurance Contract execution date shall be the date stated on the Policy's Front Page as the inception date.
- 10.2. Premium may be divided in installments corresponding to periods of the same length. If THE INSURED has chosen to pay the premium in installments, such partial payments must be for equal periods, payable as on the first day of each agreed period, and a financing rate for such partial payment shall be applied as agreed by THE INSURED and THE COMPANY upon execution of the contract.
- 10.3. THE INSURED shall have an agreed 30 calendar day grace period to pay the corresponding partial premium in case of payment in installments, starting as of the date such premium payment is due.
- 10.4. This contract's effective date shall cease automatically at 12 hours (noon) of the last day of grace period, if THE INSURED does not pay the premium, in full or the corresponding partial payment, in case of installments.

- 10.5.** The times stated hereunder shall be the official time of the place where the corresponding Insurance Policies are issued.  
Premium agreed must be paid at THE COMPANY's office, and receipt and proof of corresponding payment shall be provided.  
Premium payment may be agreed, in accordance with THE COMPANY's current policies, by automatic charge to a bank account, (CLABE), check or debit or credit card, in such case, an account statement of the premium charge shall be sufficient proof of payment thereof. Likewise, in case payment in cash is agreed, such payment shall be subject to the conditions and amounts permitted by legislation, with regards to Article 492 of the Insurance and Bonding Institutions Act and any other applicable provisions, in such case, a Deposit Slip evidencing payment of such premium to THE COMPANY shall be sufficient proof of payment thereof.
- 10.6.** In case of a loss occurring within the Policy term, THE COMPANY may deduct full amount of the premium pending payment or unpaid installments thereof, from the indemnity payable to the Contracting Party, Insured or Beneficiary, until the total premium corresponding to the contracted insurance period is paid, pursuant to the terms of Article 33 of the Insurance Contract Law.

#### **CLAUSE 11. REINSTATEMENT**

Notwithstanding the provisions under clause **10. PREMIUM** of the General Conditions, the Insurance Contract may be reinstated under the following terms:

- 11.1.** If THE INSURED pays this insurance premium, or any corresponding part thereof, in case of installments, within 30 days following the time that the Insurance Contract ceased to be in effect due to THE INSURED's failure to pay the premium under the provisions of clause **10. PREMIUM**, the effect of this insurance shall be restored starting on the time and day stated in the premium payment receipt and the term shall be automatically extended for a period equal to the period is between the time the Insurance Contract ceased to be effective due to failure by THE INSURED to pay the premium and the time it is restored as a result of the premium payment.
- 11.2.** The period between the time when the Insurance Contract ceased to be effective due to failure by THE INSURED to pay the premium and the time such contract is restored, shall be an uncovered period and in no case whatsoever THE COMPANY shall respond for a loss occurred during such period.
- 11.3.** Notwithstanding what is provided under subsection **11.1** of this clause, THE INSURED, upon making payment of the premium in order to restore the Insurance Contract, may request THE COMPANY that the contract, instead of being extended, keeps its original term; in this case, the premium corresponding to the uncovered period shall be returned pro-rata.
- 11.4.** In case the time is not registered in the payment receipt, the insurance shall be deemed as restored as of the zero hours on the payment date.
- 11.5.** Without prejudice of its automatic effects, and upon request by THE INSURED, the restoration under this clause shall be certified by THE COMPANY for administrative purposes, on the receipt issued for the corresponding payment or in any other document issued after such payment is made.
- 11.6.** Any payment made after 30 days from the day the Insurance Contract ceased to be effective due to failure to pay the premium, shall not have any restoring effect and shall be return to THE INSURED.
- 11.7.** The times stated under this clause shall be the official time of the place where the corresponding Insurance Policies are issued.

#### **CLAUSE 12. PROVISIONS IN CASE OF LOSS.**

Upon occurrence of a loss, the following procedures must be followed:

**12.1. Safeguard or recovery measures.**

Upon notice of a loss due to any risk covered under this Policy, THE INSURED shall be bound to conduct all acts aiming at avoiding or reducing the damage. If delay is not considered a risk, THE INSURED shall request instructions from THE COMPANY and shall follow all instructions given by it. Failure to comply with this obligation may have an impact on THE INSURED's rights, pursuant to the provisions of the Insurance Contract Law. Expenses incurred by THE INSURED that are not



openly irrelevant, shall be covered by the insurance company and, if said insurance company provides instructions to such end, it shall pay such expenses in advance. Without THE COMPANY's consent, THE INSURED shall refrain from changing the status quo, except for public interest reasons or to avoid or reduce the damage. If THE INSURED breaches the obligation of avoiding or reducing the damage and of keeping the status quo, THE COMPANY shall be entitled to reduce the indemnity up to the value it would amount had such obligation been met. In case THE INSURED breaches such obligation with the intent of committing fraud, THE INSURED shall be deprived from any right against THE COMPANY.

#### **12.2. Notice of Loss.**

In case of a loss that might give rise to indemnity, in accordance to this insurance, as soon as THE INSURED or the Beneficiary, as applicable, learns about the occurrence of such loss, they must immediately communicate such fact by telephone or using any current electronic means for immediate communication and ratify such notice in writing to THE COMPANY, within no more than five days, from the time they learn about such fact, except in case of Force Majeure or Act of God, in which case, notice must be given as soon as such impairment disappears, as provided by Article 76 of the Insurance Contract Law.

Failure to provide timely notice might result on a reduction of indemnification from the sum such loss would originally amounted had THE COMPANY been promptly informed thereon. THE COMPANY shall be released from any obligation resulting from the Insurance Contract if THE INSURED or the Beneficiary fails to give immediate notice with the intent of keeping THE COMPANY from getting timely evidence of such loss circumstances.

THE COMPANY, upon receiving notice of loss, may give THE INSURED written approval, in case of minor damages, to conduct any repair needed.

In all cases of loss reported to THE COMPANY, an adjuster shall inspect the damage; however, THE INSURED may take all measures as it may absolutely need in order to keep business going, as long as THE INSURED does not change the status quo. If after giving such notice, the inspection is not conducted within seven days from the date report was given to THE COMPANY, THE INSURED is hereby authorized to conduct all necessary repairs or changes; however, THE COMPANY shall only respond for any applicable damages, in accordance with what was agreed upon under this agreement.

Likewise, THE INSURED shall give notice to THE COMPANY of any claim received regarding the loss by third parties.

#### **12.3. Measures that THE COMPANY may take in case of loss.**

**In all cases of loss destroying or damaging THE INSURED's assets or affecting THE INSURED's interests, and before the amount of indemnity to be pay in accordance with the Policy contracted is determined, THE COMPANY may:**

**12.3.1** Enter in the property occupied by THE INSURED where the loss occurred in order to determine the cause and extent thereof.

**12.3.2** To have the assets examined, classified and appraised, wherever they may be, but in no case whatsoever shall THE COMPANY be in charge of the sale or closeout of the assets or of any remains thereof, and THE INSURED shall not be entitled to abandon them to THE COMPANY.

#### **12.4. Evidence of Loss.**

THE INSURED shall be bound to provide evidence on THE INSURED claim's accuracy and of any facts recorded therein. THE COMPANY shall be entitled to demand from THE INSURED or Beneficiary all kind of reports on facts in connection with the loss or by which the circumstances of occurrence of such loss may be determined, as well as the consequences thereof.

#### **12.5. Documents, data and reports that THE INSURED or Beneficiary must submit to THE COMPANY in case of a loss:** THE INSURED, in order to prove accuracy of the claim, shall submit before THE COMPANY the following documentation and information:

**12.5.1** Original of a document addressed to THE COMPANY and signed by THE INSURED

formalizing the claim, wherein date, time, place and circumstances of loss are reported, as well as concepts and amounts claimed.

- 12.5.2 A detailed and accurate account of all assets destroyed or broken, as well as a report of damages caused by the loss and the amount of such damages, taking into account the value of the assets at the time of loss.
- 12.5.3 Give immediate written notice to THE COMPANY of the salvage, if any, and location where it was safeguarded.
- 12.5.4 Budget of damage repairs or replacement quotations.
- 12.5.5 Detailed list of all insurance existing on the same assets.
- 12.5.6 Accounting documents that THE INSURED or Beneficiary must keep, in accordance to the tax legislation in effect, that allows for a duly determination of the loss amount.
- 12.5.7 Drawings, projects, books, receipts, invoices, purchase or delivery bills, appraisal certificates or any other documents, original or certified copy, that might be useful to support their claim, evidencing their insurable interest and ownership of insured asset. Such purchase or delivery bills or invoices must be in compliance with the tax requirements in force as of the date such assets were purchased.
- 12.5.8 In case of any illegal action, THE INSURED shall submit a Criminal Report before the corresponding authorities, ratification thereof and proof of ownership and pre-existence and provide THE COMPANY with a certified copy thereof.
- 12.5.9 Certified copy of all proceedings conducted by the Prosecutors, Fire Department and by any other authority that had an intervention on the investigation of the loss or facts related thereto.
- 12.5.10 Any other information or documentation that THE COMPANY may require, related to the loss facts, as well as the circumstances and consequences thereof.

**12.6. No Liability Acceptance.**

Timely notice of the loss, information and/or submittal of documentation that THE INSURED might provide to THE COMPANY or any representative thereof, requirement of information and documentation, as well as collaboration provided by THE COMPANY to THE INSURED in order to determine the loss amount, shall at no time be deemed as acceptance of liability by THE COMPANY.

**12.7. Provisions in case of claims:**

- 12.7.1 In case THE INSURED receives a settlement claim or lawsuit by a third party seeking damages due to a third-party liability, THE INSURED shall give notice to THE COMPANY thereof within two business days after receiving notice thereof, including a copy of the claim or lawsuit, exhibits and any other documents provided to THE INSURED to such end.
- 12.7.2 Such notice is in addition to the loss notice that THE INSURED is bound to, pursuant to sub-section 12.2 of this Clause.
- 12.7.3 THE COMPANY, upon receipt of a settlement claim notice shall start all corresponding proceeding to resolve the loss, if applicable.
- 12.7.4 THE INSURED, within the same term granted to provide notice of a lawsuit to THE COMPANY, shall be entitled to request THE COMPANY to assume the lead of the process and to appoint lawyers to defend the matter in question. THE COMPANY shall state, where applicable, within the following two business days, whether it accepts to lead the proceedings or not; if THE INSURED receives no such acceptance in writing, it shall be understood that THE COMPANY shall not lead the proceeding and THE INSURED shall seek such defense. THE INSURED is bound to provide the following to THE COMPANY, when THE COMPANY becomes lead of the proceedings:
  - 12.7.4.1 Data and proof necessary and required for such defense.
  - 12.7.4.2 Granting of powers to those attorneys appointed by THE COMPANY to represent THE INSURED during the proceeding, in case that THE INSURED is prevented from taking direct part in all such proceedings.
  - 12.7.4.3 Appearance at the legal proceedings as directed.
- 12.7.5 THE INSURED is also entitled to directly assume lead of the proceeding, whether THE

INSURED so decides or due to THE COMPANY rejecting such involvement; in such case the following shall apply:

- 12.7.5.1 When THE INSURED directly assumes defense, shall be bound to:
  - a) Appoint a lawyer to be in charge of the defense thereof during trial.
  - b) To respond to the lawsuit, exercise and enforce actions and defenses that THE INSURED is entitled to by law, and to exhaust any corresponding legal instances within the terms established by the applicable law.
  - c) To keep THE COMPANY informed on the judiciary proceeding status at each instance.
- 12.7.5.2 If the loss is applicable, THE COMPANY shall indemnify THE INSURED, as needed, for all payments required to cover the defense expenses, and charged to the contracted insured amount to cover for Defense Expenses.
- 12.7.5.3 THE COMPANY is entitled to suggest THE INSURED and INSURED's lawyers any strategy to follow in order to respond to the lawsuit, being understood that THE INSURED shall ultimately define such strategy; likewise, THE COMPANY is entitled to request information from THE INSURED regarding the judiciary proceeding status when deemed convenient.
- 12.7.6 Notwithstanding who assumes defense, THE COMPANY shall not be liable for the final resolution during legal proceedings.
- 12.7.7 No debt, transaction, agreement or any other judicial act of similar nature, made or agreed upon without THE COMPANY's consent shall be enforceable against THE COMPANY, likewise, liability acknowledgment made by THE INSURED with the objective of pretending a liability that would otherwise be inexistent or lesser than the actual one cannot be enforceable against THE COMPANY. Confession of materiality of a fact may not be deemed as acknowledgement of liability.
- 12.7.8 The liability insurance, if applicable, attributes the right to indemnity directly to the affected third party, who shall be deemed as beneficiary thereof as of the time of loss.
- 12.7.9 If the affected third party is indemnified fully or partially by THE INSURED, it must be reimbursed on a pro-rata basis by THE COMPANY, as long as loss prevails and without prejudice of any agreement from the above sub-section and limited by the insured amount contracted to the Third-Party Liability Cover.

### **CLAUSE 13. REDUCTION AND REINSTATEMENT OF INSURED AMOUNT IN CASE OF LOSS.**

Any indemnity paid by THE COMPANY shall reduce the Insured Amount in the same sum or maximum limit of liability in case of Policies contracted under such concept.

THE INSURED, upon the presumption of a reduction to its insured amount due to occurrence of loss, may request at any time and prior acceptance by THE COMPANY, a provisional reinstatement of the insured amount or of the maximum limit of liability, based on preliminary damage estimates, and THE INSURED herein commits to pay THE COMPANY any premium stated to such end.

In case automatic reinstatement is agreed, the loss notice shall become the presumption of a reduction on the insured amount, and therefore THE COMPANY commits to issue a reinstatement endorsement based on the preliminary damage estimate. Such automatic reinstatement does not operate in case of claims 10% greater than the insured amount or the maximum limit of liability. If the loss exceeds the above percentage, the reduced amount may be reinstated only upon request by THE INSURED and prior acceptance from THE COMPANY. Automatic reinstatement does not apply when a maximum limit of liability has been contracted for Total of the events during the policy term or in an annual aggregate.

The premium payment acceptance for provisional reinstatement of the insured amount or limit shall in no manner mean acceptance or applicability of the loss.

Once the loss giving rise to insured amount reinstatement is indemnified, the corresponding adjustment shall be made, and THE INSURED and THE COMPANY herein commit to collect or return, as applicable, the final amount indemnified. In case the loss does not apply, the reinstatement provisional prime shall be returned.

#### **CLAUSE 14. SUBROGATION OF RIGHTS**

Pursuant to Article 111 of the Insurance Contract Act, THE COMPANY shall subrogate, up to the amount paid on THE INSURED's rights, as well as on its corresponding actions, against authors or parties liable for the loss. If subrogation is not allowed due to facts or omissions of THE INSURED, THE COMPANY shall be released from its obligations.

THE COMPANY may request that Subrogation of Rights is certified by Public Deed, and any charge for such process shall be on THE COMPANY.

If damage is indemnified only partially, THE INSURED and THE COMPANY shall enforce their rights proportionally, as appropriate.

Subrogation rights shall not apply in case THE INSURED has a marital link, consanguinity, affinity relation up to second degree, or a civil relationship with the individual causing such harm, or if it is liable for such individual on civil matters.

#### **CLAUSE 15. PLACE AND PAYMENT OF INDEMNITY.**

THE COMPANY shall pay the indemnity amount, if the claim is valid and proceeding, at its office within 30 days following the date when documents and information on the claim basis and amount are received, pursuant to the terms of clause **12 PROVISIONS IN CASE OF LOSS** of this Policy.

#### **CLAUSE 16 FRAUD, WILLFUL MISCONDUCT, BAD FAITH OR GROSS NEGLIGENCE**

THE COMPANY's obligations shall expire:

- 16.1** If THE INSURED, Beneficiary or representatives of both, aiming at making it incur in error, disguise or misrepresent facts that would exclude or restrict such obligations.
- 16.2** If with the same intent, they do not deliver to THE COMPANY, on a timely manner, the documentation under clause 12 PROVISIONS IN CASE OF LOSS of this Policy.
- 16.3** If loss or claim entail willful misconduct or gross negligence of THE INSURED, Beneficiaries, Assigns or Attorneys-in-fact of any of them.

#### **CLAUSE 17. SALVAGE.**

In case THE COMPANY pays the insured value of the assets in accordance to the General, Specific and Special Conditions of Policy contracted, it shall be entitled to dispose of any salvage and of any other recovery regarding salvaged assets, proportionally as it corresponds.

#### **CLAUSE 18. ARBITRAGE.**

When there is a disagreement between THE INSURED and THE COMPANY regarding the amount of any loss or damage, the matter shall be brought to an expert opinion appointed by mutual agreement, such appointment shall be in writing. If agreement may not be reached on the appointment of one single expert, two experts shall be appointed, one for each party, within ten days from the date one party was required by the other to do so. Before they start acting on their duties, the two experts shall appoint a third expert in case a mediator is needed.

If any of the parties refuses to appoint an expert or does not do it when required by the other party or if experts do not reach an agreement when appointing a third expert, the legal authority, upon request of any of the parties, shall appoint such expert, a third expert, or both, if necessary.

The death of any of the parties in case of individuals or dissolution, in case of a corporate entity, taking place when the expert proceedings are occurring, shall not render null or have any effect on the powers or attributions of experts or third expert, as the case may be, or if any expert or third expert dies before an opinion is issued, another expert shall be appointed by the parties in substitution.

Expenses and fees arising due to third experts shall be equally covered by THE COMPANY and THE INSURED, but each party shall be in charge of their own expert's fees.

Expert proceedings under this clause does not mean acceptance of the claim by THE COMPANY, it shall simply determine the loss that THE COMPANY would eventually be bound to indemnify, being the parties free to exercise any actions and to enforce any corresponding exceptions.

**CLAUSE 19. INTERESTS IN ARREARS.**

Failure by THE COMPANY to meet the obligations assumed under the Insurance Contract within the terms legally established for compliance thereof shall entail payment by THE COMPANY to THE INSURED, Beneficiary or Affected Third Party, of an indemnity for default, in accordance to the provisions of Article 71 of the Insurance Contract Law, being bound to pay interests pursuant to Article 276 of the Insurance and Bonding Institutions Act. Such interests shall be computed from the day following such day when the obligation becomes mandatory.

**CLAUSE 20. JURISDICTION.**

In case of a controversy, the Contracting Party, THE INSURED and/or Beneficiary may enforce their rights, in writing and by other means before any of the following instances:

**20.1** THE COMPANY's Specialized Unit for Users Care (UNE).

**20.2** The National Commission for the Protection and Defense of Financial Services Users (CONDUSEF), with the choice of determining jurisdiction by territory due to domicile of any Borough thereof, pursuant to the terms of articles 50 Bis and 68 of the Protection and Defense of Financial Services Users Law and 277 of the Insurance and Bonding Institutions Act. The above within two years from the date when the fact giving rise to it takes place or, if applicable, from the date when the Financial Institution refused to meet the claimant's requests.

Failure by parties to submit to CONDUSEF's arbitration, the rights of the Contracting Party, THE INSURED and/or beneficiary shall be held harmless so that they may be enforced before courts with jurisdiction at the venue corresponding to any domicile of the Regional Boroughs of the National Commission for the Protection and Defense of Financial Services Users. In all cases, THE INSURED and/or Beneficiary shall have the choice of appearing before any of the above administrative instances or directly before such Courts.

In case of trial, THE COMPANY shall be served with notice at the address stated in the Policy's Dec Page.

**CLAUSE 21. OTHER INSURANCE.**

THE INSURED, or any representative of THE INSURED's interests, is under the duty to give written notice to THE COMPANY regarding any insurance contracted or previously contracted, during the term of this Policy covering the same assets, against same risks, stating also name of Insurers, covered assets and insured amounts.

Should THE INSURED intentionally omit notice under this clause, or if such insurance is contracted in order to get illegal advantage thereof, THE COMPANY shall be release of its duties hereunder.

The Insurance contract in accordance to first paragraph hereof, executed in good faith, in the same or different dates, shall be valid and binding to each Insurer up to the full amount of the damages sustained, within the limits of the amount insured by them, proportionate to the insured amount contracted on each of them.

THE COMPANY paying pursuant to the terms of the above paragraph shall be able to repeat against all others proportionate to the amounts respectively insured.

**CLAUSE 22. CONTRACT EARLY TERMINATION.**

Notwithstanding the contract's term, the parties herein agree that the contract may be early terminated by written notice:

**22.1** When THE INSURED intends to terminate it, THE COMPANY shall be entitled to the premium portion that corresponds to period during which the insurance was in effect, pursuant to the following table:

**SHORT TERM INSURANCE TABLE FOR ALL COVERS**

Period in Days		Annual Premium Percentage
From	To	
1	1	3.00%
2	5	6.00%
5	10	10.00%
11	30	20.00%
31	45	25.00%
46	60	30.00%
61	90	40.00%
91	120	50.00%
121	150	60.00%
151	180	70.00%
181	210	75.00%
211	240	80.00%
241	270	85.00%
271	300	90.00%
301	330	95.00%
331	365	100.00%

The above Table shall not be applicable in cases when an Endorsement and/or an Additional Clause have been contracted stating a form, rate or a specific percentage to return the premium in case of an early termination of contract.

- 22.2** THE INSURED may request cancellation or early termination of the Insurance Contract, where submittal of written request in writing at THE COMPANY's office shall suffice; in addition, such request may be submitted by electronic means or technology as provided under Article 214 of the Insurance and Bonding Institutions Act, by which, if applicable, insurance was contracted. When authenticity and veracity of the requesting INSURED is proven, THE COMPANY shall grant the corresponding acknowledgment of receipt.
- 22.3** THE COMPANY shall return to the Contracting Party and/or THE INSURED the corresponding premium within 15 calendar days from receipt of the early termination request document.
- 22.4** When THE COMPANY requests termination of contract, it shall be done by written notice to THE INSURED, in person or via electronic media or technology referred to by Article 214 of the Insurance and Bonding Institutions Act, through which, if applicable, insurance was contracted, and the termination of insurance shall be effective after fifteen (15) days such notice is given; THE COMPANY shall return the premium portion on a pro-rata basis to the term period not elapsed, no later than the date notice is given, and without such requirement, it shall be deemed as not made. The same shall apply in case THE COMPANY requests early termination of one or several Covers or additional risks contracted.
- 22.5** Notwithstanding the above, consideration must be given to the fact that the Insurance Contract effects, pursuant to Article 40 of the Insurance Contract Law, automatically cease at twelve hours of last day of the grace period granted for payment thereof, with no need of notice to the Contracting Party or Insured.

**CLAUSE 23. COMMUNICATIONS.**

Any statement or communication in connection to this contract shall be sent to THE COMPANY, in writing to the address stated on this Policy's Dec Page.

Requirement and communications THE COMPANY has to make to THE INSURED or any assigns thereof, shall be valid when made to the last address known by THE COMPANY.

**CLAUSE 24. STATUTE OF LIMITATION.**

Any action resulting from this Insurance Contract shall expire after two years, taken in accordance to the provisions of Article 81 of the Insurance Contract Law, starting on the date when event giving rise thereto, except for the exceptions registered in Article 82 of such Law.

Statute of limitation shall be interrupted not only for ordinary cause but also by such causes referred to under Articles 50 Bis and 66 of the Protection and Defense of Financial Services Users Law, as well as by the provisions of Article 84 on the Insurance Contract Law.

**CLAUSE 25. AMENDMENTS.**

Any amendment to this contract shall be in writing and prior agreement by the parties, the above pursuant to Article 19 of the Insurance Contract Law.

**CLAUSE 26. AGENTS FEES.**

"During the Policy term, the Contracting Party may request in writing from the institution information regarding the percentage of premium that, due to fee or direct commissions, corresponds to any intermediary or corporate entity due to intervention thereof on this contract's execution. The institution shall provide such information, in writing or by electronic means; within a term not exceeding ten business days after such request is received."

**CLAUSE 27. INSPECTIONS.**

THE COMPANY shall be entitled at all times to inspect the insured assets at any business hour and by individuals duly authorized by THE COMPANY and to investigate activities under this agreement, as well as to inspect accounting books, records and any other document of the INSURED, in connection with anything that refers to the insurance recorded hereunder and to the basis for enforcement thereof.

THE INSURED is bound to provide THE COMPANY's inspector with all details and information necessary to assess the risk. THE COMPANY shall provide THE INSURED a copy of the inspection report, and such document shall be deemed at all times as strictly confidential.

Such right shall not become an obligation for THE COMPANY to conduct inspections on certain dates or upon request by THE INSURED.

**CLAUSE 28. DATA PROTECTION.**

In compliance with the Federal Law on Protection of Personal Data in Possession of Private Entities, El Aguila Compañía de Seguros S. A. de C. V., with domicile at Av. Insurgentes Sur No. 1106 Piso 1, Colonia Tlacoquemecatl, Zip Code 03200, Mexico, Distrito Federal, shall deal with personal data of an individual (Contracting Party and/or Insured and/or Beneficiary and/or Representatives) collected before or in the future as a result of the execution of this Insurance Agreement, in order to conduct the proper service provision and operations development that includes, in general, identification purposes, operation, management and marketing, which are more widely stated under the Privacy Notice fully included in the Web Site [www.elaguila.com.mx](http://www.elaguila.com.mx).

The Contracting Party and/or Insured, with the execution of the Insurance Contract, hereby authorizes El Aguila Compañía de Seguros, S.A. de C.V. to manage its personal data and to transfer such data to any domestic or foreign third parties solely for the above purposes, being understood that any data of a sensitive nature require written consent.

Holder of data shall be entitled to exercise access, amendment, cancellation, enforcement and revocation rights acknowledged by the data protection legislation by means of an application submitted at e-mail address [datospersonales@elaguila.com.mx](mailto:datospersonales@elaguila.com.mx) or at domicile of El Águila Compañía de Seguros S. A. de C. V. In case such personal data were provided by someone other than the Holder thereof, the Contracting Party shall inform Holder on the purposes of the above treatment, and that it may exercise before El Águila Compañía de Seguros S. A. de C. V. such rights of access, amendment, cancellation, enforcement and revocation, the above, notwithstanding compensation measures that, in accordance to the applicable legislation, are to be implemented by El Águila, Compañía de Seguros, S.A. de C. V.

#### **CLAUSE 29. TRANSLATION.**

Any translation into another language of this Insurance Contract or Policy shall be complementary to THE INSURED, however, for legal interpretation of its content, the Spanish wording shall always prevail.

#### **CLAUSE 30. DEFINITIONS.**

For the purposes of this Policy, the following meanings shall be understood:

- 30.1 Insured:** Individual or legal entity holding insured interest.
- 30.2 Company:** El Águila, Compañía de Seguros, S.A. de C.V.
- 30.3 Contracting Party:** individual or corporate entity that executes with THE COMPANY an Insurance Contract and is bound to pay the corresponding premium.
- 30.4 Insured Assets:** Assets named as such in Policy's Dec Page.
- 30.5 Willful Misconduct:** any suggestion or scheme used to induce to error or keep any contracting party mistaken.
- 30.6 Endorsement:** Contractual document attached to Policy in order to add or modify the basic cover contracted. Endorsements mentioned under the Specific Conditions of Policy and expressly contracted relate solely and exclusively to the Policy Cover they stem from and under no circumstances whatsoever shall be applicable to any other contracted Covers.
- 30.7 L.U.C.:** Single and Combined Limit.
- 30.8 Bad faith:** Disguise of an error by one contracting party once it is known.
- 30.9 Sub-limit:** Maximum amount established for certain concepts or covers, which is included within the Maximum Limit of Liability and in no manner represents an additional insured amount.
- 30.10 Insured Amount:** Maximum Limit of Liability of THE COMPANY. It is the amount THE INSURED determined to cover under this Policy and such limit may be equal or less than the stated values but never greater than them.
- 30.11 Unit of Measure and Update (UMA):** economic reference in pesos used to determine the amount of payment of obligations and assumptions foreseen on the federal law, states and Federal District, as well as on the legal provisions stemming from all the above and that is used as a reference value in this Policy for the calculation of some obligations. The UMA monthly value is calculated by multiplying its daily value times 30.4 and the annual value thereof is calculated by multiplying its monthly value times 12.

**El Águila, Compañía de Seguros, S.A. de C.V.**

**In compliance with the provisions of Article 202 of the Insurance and Bonding Institutions Act, contractual documentation and technical note that are part of this insurance product have been registered before the National Commission for Insurance and Bonding, starting as of 10/03/2016, under number CNSF-S0081-0783-2016.**



## **EXHIBIT TO GENERAL CONDITIONS OF INSURANCE POLICY.**

In compliance with general Provisions on healthy practices, transparency and advertisement matters applicable to insurance institutions, it is hereby informed:

<b>CONDUSEF DATA</b>	
Headquarters Domicile	Av. Insurgentes Sur 762, Planta Baja, Colonia Del Valle, Ciudad de México, Zip Code 03100
Telephone:	+52 (55) 5448 7000
Telephone within Mexican Republic	800 999 8080
Web Site:	www.condusef.gob.mx

<b>SPECIALIZED UNIT (UNE) OF EL AGUILA COMPAÑIA DE SEGUROS, S.A. DE C.V.</b>	
Address of Mexico City Office	Av. Insurgentes Sur No. 1106, Colonia Tlacoquemécatl Delegación Benito Juárez, Zip Code 03300, Ciudad de México
Telephone:	+52 (55) 5488 8888
E-mail	atencionune@elaguila.com.mx
Web Site:	www.elaguila.com.mx
INSURED shall be able to submit clarification or complaint request at insurance institution address or at UNE, by written document, e-mail or any other means, the receipt thereof may be duly confirmed. In all cases, insurance institution shall be bound to provide receipt acknowledgment of such application	

<b>REFERENCES</b>	
Legal precepts stated under this Policy, if applicable, may be consulted at:	www.elaguila.com.mx/division-danos/abreviaturas.pdf
Uncommon acronyms used under this Policy, if applicable, may be consulted at:	

**In compliance to provisions of Article 202 of Insurance and Bonding Institutions Act, contractual documentation and technical note that are part of this insurance product have been registered before National Commission for Insurance and Bonding, starting as of 10/03/2016, under number CNSF-S0081-0783-2016.**