Grupo Nacional Provincial, S.A. (from here on named the Company) according to this policy's General and Special Conditions and having preference the latter over the first, insures in favor of the person mentioned in the policy's cover (from here on named the insured), against losses due to damages to goods included in this policy, caused by the occurrence of any of the perils herewith stipulated.

Note: In order to ease the interpretation of this contract, you must look in the corresponding glossary, located at the end of this policy's general conditions, which clarifies the meaning or use given when dealing with insurance to certain specialized terms or commonly used words.

# SECTION I: BUILDING COVERAGES

#### A. Covered Goods

#### The following property, which makes up the insured's dwelling is covered, they are located at the specified location.

- The building's physical construction, and additional constructions, dependencies, walls, fences, vards and outside floor areas.
- Fixed structures, over floor level, for water, air
- conditioning, drainage and electrical energy.
- Improvements fixed on the building, pools.

- Finished buildings, notwithstanding that any of its

sections are under remodeling or improvements.

# B. Excluded Property

### - Grounds and Land Real State

- Foundation, retaining walls and below ground
- installations
- Buildings under construction
- Murals

Structures for publicity and anything similar that generate earnings

#### C. Covered Perils

Losses due to damages directly caused by:

1. Fire, lightening impact, explosion

- 2. Strikes and social commotion
- 3. Airplane impacts and objects falling out of them
- 4. Collapse off: trees.

5. Smoke or ash, generated outside the insured's

property.

6. Collapse off: antennas, adds and other similar structures. (Except for those that generate earnings 7. Obstructions in rain water drains caused by hail accumulation.

8. Water or water vapors, coming from ruptured pipes or supply systems, which are located above ground level, within the insured's property.

9. Crashing vehicles, which are not the insured's property or that of his dependents.

10. Accidental breakdown of machines or equipment common to a residential home.

11. Any other peril, sudden and unexpected that is not specifically excluded. (Earthquake, hurricane and flood perils are considered covered only when they are bought separately).

### D. Deductibles

The deductible mentioned in the coverage detail will apply for each property damage claim regarding property covered under this section.

E. Perils that can be Insured Separately

- Hurricane/ Flood

Earthquake and/or Volcanic Eruption

9. Expenses related to improvements in order to make the building more rigid or for other purposes, in excess of needed repairs to reestablish property to the state they were in at the time of the event. 10. Theft in which persons under the insured's civil liability take part.

- 11. Indirect or consequential expenses, which are
- not specified in this policy. 12. Glass breakage, theft, earthquake and flood,

unless they have been purchased separately. Applicable to all Sections, except for Civil Liability VI.

The Company will never be liable for losses or

- damages as a consequence of:
- 13. Filtrating water and humidity whether they
- are underground or not.
- 14. Lack of maintenance, which represent open
- negligence by the Insured.

15. Pre existing wear and decay at the start of this policy's coverage period as well as construction or design deficiencies of the property insured.

### Clause 2a. Multiclause

#### a) Coverage Reach

This clause protects this policy's property against the following concepts:

a.1) Value variation for National Goods; the Company agrees to automatically raise, the insured amount, in the same proportion in which the real value of the national goods increases from the start of this policy.

a.2) Value variation for Foreign Goods; the Company agrees to automatically raise, the insured amount, in the same proportion in which the real value of the foreign goods increases from the start of this policy due to variations in the value of the dollar against our currency. a. 3) Purchase of property contained in the insured's real state; The company agrees to automatically cover the increase in insured

amounts generated by the purchase of other goods, equal or similar to those covered by this policy, purchased or leased, and which are under the insured's legal custody, when they are found within the property mentioned in this policy's cover. In this case, the

Company will increase the insured amount by location up to 10% more, thus covering automatically the new property.

If the increase mentioned above goes over such percentage, the insured must request the Company to increase the insured amount, which implies payment of the corresponding premium.

a. 4) Applicable to Section VI, Family Civil Liability; the company agrees to automatically increase the insured amount on a monthly basis in the same proportion as the monthly percentage increase indicated by the National Index of Consumer Prices published by the Mexico Bank, in their concept, General Index.

The Company's maximum liability limit is the percentage determined by the insured and which is indicated on this policy's cover.

#### Clause 3a. First Risk Insurance

At the time an event that may lead to a claim occurs, which affects any of the purchased sections, the Company will pay the amount of the loss, having the insured amount or amounts of the affected section(s)

# HURRICANE COVERAGE

The property covered by this policy's coverage is also protected in the same amounts established by the Coverage Detail against losses due to property damage caused directly by a hurricane.

#### B. Deductible

in each claim due to property damages caused by the perils covered by this Clause, the insured will be responsible for an amount equal to the percentage of the insured amount specified in the coverage detail.

SEE DEDUCTIBLE AND COINSURANCE ATTACHED

If this insurance covers two or more items or under one item it covers two or more buildings or constructions, the deductible will be applied separately with regards to each item and with each building or construction.

# FLOOD COVERAGE

# A. Covered Perils

The property covered by this policy's coverage is also protected in the same amounts established by the Coverage Detail against losses due to property damage caused directly by a flood.

Flood will be understood as the temporary and accidental coverage of ground by water, arising out of-- Excessive dripping resulting from torrential rain in the region and/or deficiencies in the draining systems. - Detour, overflowing or rupturing of retaining walls for rivers, canals, lakes, dams, water tanks and other water currents and deposits whether they are natural or artificial.

#### **B. Excluded Property**

We will not cover losses under any circumstance for damages caused to:

 Water drainage systems, canals, enclosures, retaining walls, streets, sidewalks, gardens and posts.
 Underground installations, foundations or parts of

- Orderground installations, foundations of parts of buildings that are found totally or partially under the land's natural level.

- Buildings or structures that are totally or partially built over water.

#### C. Excluded Perils

We will not cover losses under any circumstance for damages caused to:

- Sinking or collapse, unless they are originated by a flood as defined in this clause.

 Underground or phreatic water that cause filtration through floor foundations or retaining walls to fractures of such foundations and retaining walls.
 Natural action of the tide

#### D. Insured's Contribution

It is a basic condition in order to issue the coverage established in this clause that the insured cover 20% of all loss or damage that occur to the insured property due to flood on his own; therefore the company's maximum liability will be 80% of the insured amount established in the coverage detail.

#### E. Deductible

In each claim for material damages to the building or constructions or contents covered by this clause, the deductible specified in the coverage detail will apply over the Insured Amount for flood, which is equal to 80% of the value declared by this coverage. The deductible will apply after having subtracted the insured's contribution. SEE DEDUCTIBLE AND COINSURANCE ATTACHED If this insurance covers two or more items or under one

as a limit, without considering the replacement value of the property, as well as the specifics cited in Sections V, theft and VI, Civil Liability.

# Clause 4a. Reinstatement of the Insured Amount in Case of an Accident

Every payment that the Company makes will lower the insured amount purchased in equal amounts for the Section or Sections affected. The amounts thus reduced can only be reinstated:

Through the Insured's Request

- With previous authorization of such a request by the Company and - Through payment of the corresponding premium

# Clause 5a. Payable Amount

Applicable to Section: I Building, II Contents, IV Glass Breakage and V Theft.

In case of an accident affecting property the company can choose to replace them or repair them to the Insured's satisfaction or pay the value of them in cash.

Applicable to Section: I Building, II Contents and IV Glass Breakage.

The payable amount in case of an accident will be the property's replacement value, with a limit of an insured amount in the affected section.

The definition for Replacement Value is the amount needed to spend for construction and/ or purchase, installation or repair for property of the same type, quality, size and/or capacity of the insured goods, without considering any deduction for physical depreciation or for being obsolete.

The payable amount will be determined according to the loss suffered, taking the replacement value of the property as basis at the moment immediately before the accident with the insured amount as the limit.

Applicable to Section V theft.

The payable amount in case of an accident for:

a) Furnishings and other contents proper to a home residence, will be: The actual value of the goods, with the limit of the insured amount for this section.

Definition of Real Value: It is defined as the amount needed to spend for construction and/or purchase, installation or repair for property of the same type, quality, size and/or capacity of the insured goods, without considering any deduction for physical depreciation or for being obsolete.

#### Clause 6a. Mortgagee Interest

In case the Company does not comply with its obligation to pay the compensation, capital, or rent under the terms of Article 71 of the Law for Insurance Contracts even though it had previously received the documents and information that allowed it to be aware of the basis for the claim:

Instead of the legal interest, it will be obligated to pay the Insured, Beneficiary or damaged third party, an annual mortgagee interest equal to the interest rate which turns out to be the highest in the documents in which the technical reserves are invested during the time of waiting.

Such interests must be computed from the day the loss value agreement was signed.

The above mentioned does not apply for the cases referred to in Articles 135 and 136 of the General Law for Insurance Institutions and Societies. Whenever one of the above mentioned situations takes place the parties must adhere to the guidelines set in those articles.

Clause 7a. Insured's Obligations in Case of an Accident Every time there's an accident which destroys or damages the goods and while final compensation, value has not been established, the item it covers two or more buildings or constructions, the deductible will be applied separately with regards to each item and with each building or construction.

# EARTHQUAKE AND/OR VOLCANIC ERUPTION A. Covered Perils

The property specified in section I, is hereby covered under this policy up to the amount indicated in the coverage detail, against loss or property damage caused directly by an earthquake and/or volcanic eruption. Damages covered by this policy caused by an earthquake and/or volcanic eruption will give way to separate claims for each phenomenon, but if several of these occur within any period of 72 consecutive hours during this policy's coverage period then they will be considered as one event and will be handled under one claim.

#### B. Deductible

In each claim due to property damages caused to the property covered by this policy, the deductible specified in the coverage detail will apply. This deductible will be applied over the insured amount indicated in the coverage detail.

If this insurance covers -two or more items or under one item it covers two or more buildings or constructions, the deductible will be applied separately with regards to each item and with each building or construction.

This deductible will be subtracted from the amount of the loss before applying the corresponding coinsurance.

#### C. Coinsurance

This coverage is subject to the fact that the Insured must cooperate at his own expense with a percentage of each loss and each payable loss or damage sustained by the property as specified in the coverage detail.

The coinsurance will apply over the payable loss after having subtracted the deductible.

#### SECTION II: DAMAGE TO CONTENTS

#### A. Covered Property

The following goods, being property of the insured, are hereby covered while they are found in the address specified in this policy's cover.

1. Furnishings and other articles common to a residential home.

2. Goods manufactured and designed to be out in the open.

3. Goods, included in 1 and 2, which are the insured's property and that are found temporarily in repair shops or under service.

4. Goods corresponding to the description that appears in item 1 and that are temporarily under the insured's custody and liability.

#### **B. Excluded Property**

- Cash and valuables, titles, postal seals or any other type of seal, bank notes or documents (negotiable or not).

- Record books of any type

- Artifacts that are not in use
- Patterns, models and molds

Ships and airplanes of any type

Land vehicles with an engine, that require license plates to operate in public streets.

Articles of commercial, professional or industrial use and application, with which the insured performs profitable activities.

Bars or fragments of precious metals and stones of any type, used in jewelry, which is not mounted.

#### C. Covered Perils

Losses for damages directly caused by:

Insured will ease the Company's inspection and loss assessment, without there being any obligation for the Company to sell or liquidate the goods or their remains, therefore the Insured will not be able to abandon them nor can he dispose of them, under any circumstance. If this obligation is not complied with, the Company's obligations will legally cease thereof.

### Clause 8a. Expert Appraisal

Whenever there is a disagreement between the Insured and the Company regarding the amount of any loss or damage:

- The matter will be submitted to the written opinion of an expert appraiser chosen in common agreement by both parties.

- If the parties could not reach an agreement for one appraiser, two will be named, one for each party, this will be done in a period of time no longer than 10 days from the date that one of the parties requested this in writing to the other.

Before starting their tasks, the two experts will

name a third in case of disagreement.

- If one of the parties refused to name an expert

or if it did not mention one after a written request by the other party, or if the experts

could not reach an agreement for naming a third expert, designation of the latter or any of the

experts will be done by a judiciary authority at

the request of any of the parties.

- Expenses and fees generated by the appraisal will be paid by the Company and the Insured in equal amounts, but each party will cover their own expert's fees.

- The appraisal referred to in this Clause, does not imply acceptance of the claim by the Company, it simply determines the loss that could later be obligated to pay. Therefore, both parties are free to perform any actions or render any opposition that may correspond.

#### Clause 9a. Other Insurance

If the insured or his representative, purchased other insurance policies that cover for the same perils, goods and liabilities hereunder covered, he will have the obligation of notifying the Company in case of an accident

If the insured intentionally omits this notice or if he contracts various policies to obtain unlawful gain, the company will be freed of its obligations

#### Clause 10a. Risk Aggravation

Having determined a premium according to the characteristics of the perils mentioned in this policy, the insured must notify the company the essential aggravations that the covered peril suffered during the enforcement period of this policy within 24 hours immediately after he is aware of them.

If the insured omitted this notice or if he caused an essential aggravation of the peril the company's obligations will cease to have effect in the future

#### Clause 11 a. Fraud or Malice

The company's obligations will be eliminated: 1. If the insured, beneficiary or their representatives with the purpose of making the company fall in error, conceal or wrongly declare facts that might exclude or could restrict such obligations.

2. If with the same purpose they do not deliver the documentation referred to in clause 20a to the company on time.

3. If in the accident or on the claim there had been malice of wrongful intentions by the insured, beneficiary, claimers or by any of their representatives.

#### Clause 12a. Subrogation of Rights

The Company will subrogate up to the amount paid in the Insured's rights, as well as his corresponding actions against the persons responsible for the accident. When the actions were committed by persons under the Insured's legal responsibility, as they are considered also as insured under these situations, there will be no subrogation. If the Company requests it, at the latter's expense, the insured will make the subrogation official before public authorities. Whenever the Insured's actions or omissions prevent subrogation, the Company will be free of all its obligations. If the damages were only partly compensated the Insured and the Company will agree to validate their

1. Fire, lightening, explosion

2. Strikes and civil commotion

3. Impact by an airplane or objects falling out of them Collapse off: trees.

5. Smoke or ash, generated outside the insured's property. 6. Collapse off: antennas, adds and other similar

structures. (Except for those that generate earnings) 7. Obstructions in rain water drains caused by hail accumulation.

8. Water or water vapors, coming from ruptured pipes or supply systems, which are located above ground level, within the insured's property.

9. Crashing vehicles, which are not the insured's property or that of his dependents.

10. Accidental breakdown of machines or equipment common to a residential home.

11. Any other peril, sudden and unexpected that is not specifically excluded. (earthquake, hurricane and flood perils are considered covered only when they are bought separately).

#### D. Deductibles

The deductible mentioned in the coverage detail will apply for each property damage claim regarding property covered under this section.

SEE DEDUCTIBLE AND COINSURANCE ATTACHED

# E. Perils that can be Insured Separately

- Hurricane/ Flood

- Earthquake and/or Volcanic Eruption

#### HURRICANE COVERAGE C. Covered Perils

The property covered by this policy's coverage is also protected in the same amounts established by the Coverage Detail against losses due to property damage caused directly by a hurricane.

#### D. Deductible

In each claim due to property damages caused by the perils covered by this Clause, the insured will be responsible for an amount equal to the percentage of the insured amount specified in the coverage detail

SEE DEDUCTIBLE AND CONISURANCE ATTACHED

If this insurance covers two or more items or under any item it covers the contents of two or more buildings or constructions, the deductible will apply separately with regards to each item and with the contents of each building or construction.

#### FLOOD COVERAGE A. Covered Perils

The property covered by this policy's coverage is also protected in the same amounts established by the

Coverage Detail against losses due to property damage caused directly by a flood. Flood will be understood as the temporary and

accidental coverage of ground by water, arising out of: - Excessive dripping resulting from torrential rain in the region and/or deficiencies in drainage systems. - Detour, overflowing or rupturing of retaining walls for rivers, canals, lakes, dams, water tanks and other water

currents and deposits whether they are natural or artificial

# **B. Excluded Property**

We will not cover losses under any circumstance for damages caused to:

- Any type of goods that are located in basements or semi basements.

#### rights in corresponding proportions.

#### Clause 13a. Place and Terms for Compensation Payments

The Company will make the payment of any compensation in its offices within 30 days after the date in which it had received information and documents that present the basis for the claim.

# Clause 14a. Competency

In case of controversy, the affected must go before the National Comission on Insurance and Bonds at its central office or at its regional offices in the terms of Article 135 of the General Law of Insurance Institutions, and if this organization is not appointed, the affected can go to the courts that correspond to the Insurance Company's place of residence indicated on the cover.

#### Clause 15a, Premium

- The premium owed by the insured expires the moment that agreement of the contract is made and unless otherwise specified, the period of the policy will be understood to last one year.

- If the insured has chosen partial payments premium, the payments must be for periods of equal length, not inferior to a month, with expiration at the beginning of each agreed upon period and a finance charge determined by the company at the time the policy is issued will be applied and will be notified to the Insured in writing.

 The insured will have a grace period of thirty natural days to pay the total amount of the premium or each of its agreed upon payments. The effects of this contract will cease automatically at 12 PM (noon) of the last day of the grace period, if the insured had not paid the total amount of the premium or the agreed upon payment.

- In case of an accident, the company will deduct from the compensation owed to the beneficiary, the total amount of the premium pending payment or its payments not paid until completing the total of the premium that corresponds to the period of contracted insurance. - The agreed premium must be paid at the company's offices, pending issue of the corresponding receipt.

#### Clause 16a. Early Termination of the Contract

Notwithstanding the coverage period of this policy, the parties agree that it can be terminated prematurely, through written notification. - When the insured terminates it, the Company will have aright to part of the premium that corresponds to the time during which the insurance had been in effect, according to the short term insurance fees.

#### Policy's Active Days, according to the following table:

Up to 10 days	10%	Up to 4 months	50%	Up to 8 months	80%
Up to 1 month	20%	Up to 5 months	60%	Up to 9 months	85%
Up to 1.5 months	25%	Up to 6 months	70%	Up to 10 months	90%
Up to 2 month	30%	Up to 7 months	75%	Up to 11 months	95%
Up to 3 month	40%				

When the company terminates the contract it will send the Insured proper notification that will go into effect in order to end the Insurance 15 days after this notice was received. The Company will return the premium that was not used at the latest, when the notice is made. without this requirement the termination will not take effect.

#### Clause 17a. Currency

The premium payment as well as the compensations that may result from this policy, are payable under the Currency Law in effect on payment day.

# Clause 18a. Start and End of Coverage

Coverage for this policy starts and ends on the dates indicated on the cover, at 12 (noon) in the place in which the insured properties are located at.

#### Clause 19a. Prescription

- Goods in buildings or structures that are built partially or totally over water.

#### C. Excluded Perils

We will not cover losses under any circumstance for damages caused to:

- Sinking or collapse, unless they are originated by a flood as defined in this clause.

- Underground or phreatic water that cause filtration through floor foundations or retaining walls to fractures of such foundations and retaining walls.

Natural action of the tide

#### D. Insured's Contribution

It is a basic condition in order to issue the coverage established in this clause that the insured cover 20% of all loss or damage that occur to the insured property due to flood on his own; therefore the company's maximum liability will be 80% of the insured amount established in the coverage detail.

#### E. Deductible

In each claim for material damages to the building or constructions or contents covered by this clause, the deductible specified in the coverage detail will apply over the Insured Amount for flood, which is equal to 80% a of the value declared by this coverage. The deductible will apply after having subtracted the insured's contribution.

SEE DEDUCTIBLE AND COINSURANCE ATTACHED

If this insurance covers two or more items or under any item it covers the contents of two or more buildings or constructions, the deductible will be applied separately with regards to each item and with the contents of each building or construction.

#### EARTHQUAKE AND/OR VOLCANIC ERUPTION A. Covered Perils

The property specified in section II is hereby covered under this policy, up to the amount indicated in the coverage detail, against loss or property damage caused directly by an earthquake and/or volcanic eruption. Damages covered by this policy caused by an earthquake and/or volcanic eruption, will give way to separate claims for each phenomenon; but if several of these occur within any period of 72 consecutive hours during this policy's coverage period then they will be considered as one event and they will be handled under one claim.

#### B. Deductible

In each claim due to property damages caused to the property covered by this policy, the deductible specified in the coverage detail will apply. This deductible will be applied over the insured amount indicated in the coverage detail.

If this insurance covers two or more items or under any item it covers the contents of two or more buildings or constructions, the deductible will apply separately with regards to each item and with the contents of each building or construction.

This deductible will be subtracted from the amount of the loss before applying the corresponding coinsurance.

#### C. Coinsurance

This coverage is subject to the fact that the Insured cooperates at his own expense with a percentage of each loss and each payable loss or damage sustained by the property as specified in the coverage detail. The coinsurance will apply over the payable loss after having subtracted the deductible.

SECTION III: CONSEQUENTIAL LOSSES

All actions that are derived from this insurance contract will prescribe in two years, from the date of the event that originated them, except for those circumstances described in article 82 of the Insurance Contract Law.

Prescription will be interrupted not only by normal causes, but also by the naming of expert appraisers or by the process indicated in Article 135 of the General Law of Insurance Institutions.

#### Clause 20a. Procedure in Case of an Accident A. Applicable to Sections I, building, II, contents, and III. losses.

1. In case of an accident the Insured or beneficiary will have the obligation of carrying out all the actions that can prevent or diminish the damages. If there is no danger in waiting, he will ask the company for instructions and he will hold true to the ones that the latter provides. Expenses by the Insured, which are not clearly unjustified will be covered by the Company and if the latter gives instructions it will anticipate such expenses.

Non-compliance of these obligations could affect the rights of the Insured in the conditions of the law.

2. When any event that could lead to any type of compensation under this insurance takes place:

- The Insured or beneficiary, will have the obligation of giving written notice to the company no later than 24 hours following his having knowledge of the accident, except when other events make this impossible, in this case notice must be given as soon as possible. - Lack of timely notice, might lead to a reduction in the compensation of the original amount that might have been paid if the Company had this notice on time.

- If the Company thus requests it, the Insured will give, in the time requested, ample power to the first or whomever it assigns, to proceed in the Insured's defense or agreement of any claim or to follow up on the claim for compensation or damages or prejudices, or any other against third parties to the insured's benefit.

- The Company will have total liberty during the legal process or agreements of any claim for compensation or damages or prejudices, or any other against third parties. The Insured must provide all reports and all needed help.

- Any aid that the Company or its representative might lend to the Insured or to third parties, must not be interpreted as acceptance of liability.

3. The insured must prove the preciseness of his claim and that of as many events as are contained in it, the Company will have the right to demand the Insured all types of information related to the accident with which the circumstance and consequences of the event can be determined.

4. The Insured must give the Company, within 15 days following the accident or in any other period of time that the latter might have specifically requested in writing:

- Insured's letter of claim to this Company, indicating in the most detailed and exact manner possible all the facts, how they happened and the possible causes that originated them.

Certified copy of the previous investigation performed by the Corresponding Authorities, and/or of the legal reports taken and/or Fire department statements, whichever applies.

1. Applicable to Section V, theft.

Additionally in case of theft:

1. Certified copy of the previous investigation containing:

Detailed description of the stolen goods

Visual inspection certificate performed by police investigators.

Proof of police report declared by the Insured

Statements of eyewitness to the theft and the pre existence of the stolen goods.

2. Delivery of documents that the Company considers necessary in order to accredit:

- The claim's precedence

The pre existence of the stolen goods

Replacement Value of the goods

The following are considered valid to comply with the above:

#### A) Debris Removal

In case any of the perils, which are covered in Section I or II, occur, and the need arises to demolish and remove debris, the expenses had by the insured for the following concepts will be covered:

- Dismounting - - Demolition
- Cleaning and transport

# B) Extraordinary Expenses

In case any damages to the dwelling, consequence of a peril covered by sections I and II, make it inhabitable and force the insured to move to another residence, the following will be covered with the purpose of providing living conditions similar to those the insured had up to the moment of the accident, during the time needed to rebuild such dwelling:

- Moving expenses

- Rent for: hotel, guest home, apartment or house.

- Expenses for temporary storage of house

furnishings (including transport insurance).

Exclusively during the time needed to rebuild the dwelling that was damaged.

In case the Insured is the owner of a lease, the compensation for this concept will be the difference between the new rent and the one paid at the time of the accident.

Payment for the following will not be included:

- Deposits, bails, taxes or any similar payment.

- Light, telephone, gas.

The maximum liability limit, by month and the number of months covered are indicated in this policy's coverage

detail. Such limit is additional to sections I and II already purchased.

# SECTION IV: BREAKAGE OF GLASS

#### Building

The cost of replacing the broken glass is covered, including installation costs:

- Crystals, decorative glass and domes that form part of the building.

#### Fee

In each claim for property damages suffered by goods covered under this section a fee will be applied as indicated by the coverage detail.

#### Contents

The cost of replacing the broken glass is covered including installation costs:

- Decorative glass, covers, gratings, mirrors that are part

of the contents.

# Fee

In each claim for property damages suffered by goods covered under this section a fee will be applied as indicated by the coverage detail.

#### SECTION V: THEFT

The following goods are covered, if so consigned in the coverage detail:

#### a) Home furnishings:

Furnishings and other contents common to a residence including under the same limit:

Jewels, custom jewelry, watches, furs, gold or silver, articles, guns, rare or hard to replace collectibles and art objects or sporting equipment, whose value per article or set does not exceed \$5,000 m.n. and which in group do not exceed 20% of this section's insured amount.

 Pre existence letter, containing the description of the items, as well as the signatures of two witnesses that back up the pre existence and ownership of the stolen goods. The witnesses can only be those persons of legal age that can prove their ID with a currently valid voter's card and who are not direct or indirect family members of the Insured.
 Visual statement (video, photographs) where the articles are shown inside the insured dwelling or where the person is wearing them (when dealing with jewels or personal objects).

3. In case of claims that affect items b) and/or c) section V, of this policy the compensation will be done based on the amounts contained in the appraisal or invoice.

For home furnishing the following table will apply:

	Years of Use			
	1	2	3	4 or more
Article		Depre	ciation P	ercentage
Electrical	10	20	25	30
Electronic	10	20	25	35
Furniture	10	15	22.5	30
Clothes	15	25	37.5	40
Others	10	20	25	30

# C. Applicable to Section VI, Family Civil Liability 1. Claim Notice:

- The insured is obligated to inform the company, as soon as he has knowledge of the claims or lawsuits received by him or by his representatives, in order to do this he will submit the original or copies of the documents which had been given to him. If the Company decides not to assume the process, it is obligated to immediately express so in writing to the Insured.

 - Under the circumstance that the Company does not assume administration of the process, it will pay in advance, to the Insured, up to the amount obligated to pay for this concept, in order for the latter to cover legal defense expenses, which shall be conducted with deserving discretion.

2. Insured's cooperation and Assistance regarding the Company: The Insured is obligated, in every process that can be brought against him, under liabilities covered by this insurance:

- To provide information and proof necessary, requested by the Company for his defense, in case it's needed and when the defendant does not declare.

- To exercise and hold true to the actions and defense that under the law correspond to him.

- To declare in every process.

 To transfer rights to the lawyers assigned by the Company for such procedures, in the event that direct intervention for all the procedures' processes is not possible.

Every expense made by the Insured to comply with such obligations will be absorbed with a charge to the insured amount relating to legal defense expenses.

If the Company were to act with negligence while determining or conducting the defense, liability for such defense expenses will not be subject to any limit.

#### 3. Claims and Lawsuits:

- The Company has the power to perform claim liquidations legally or off the record, to administrate trials or promotions before an authority and to perform settlements.

- Any acceptance of debt, transaction, agreement or any other legal act that implies liability acceptance by the Insured, agreed upon without approval from the Company can not be opposed to the Company, with the purpose of pretending a liability that in other circumstances, would be non-existent or inferior to the real one. Confession by the Insured regarding the performance of an action can not be assimilated to the For electronic equipment, whose value per article or set do not exceed \$ 10,000 m.n and which in group do not exceed 50% of this section insured amount.

Cash up to 0.4% of the dwelling's value without exceeding \$2,500.00 MN.

#### **Covered Perils**

Violent theft of the insured property which leaves visible traces

- Theft with assault, through the use of moral or physical violence

 Property damages as a consequence of the violence used during the theft or attempt of theft

#### Deductible

in each claim due to property damages caused to the property covered in this section, the deductible specified in the coverage detail will apply.

SEE DEDUCTIBLE AND COINSURANCE ATTACHED

# SECTION IV: CIVIL LIABILITY

#### 1. Subject to Coverage

The company is obligated to pay damages, prejudices and consequential moral damages that the insured causes on third parties and for which he must answer, according to legislation applicable in the matter of Civil Liability, in force in the Country of Mexico (or foreign legislation in case of family trips to other countries), because of events or non intended omissions caused by the insured:

 Death or decay of health - Decay or destruction of his property

#### 2. Scope of the policy

# A. The company's obligation includes:

 Payment of damages, prejudices and consequential moral damages, for which the insured is liable, according to what is stipulated in this section and in its particular conditions.

2. Legal defense charges for the insured, (without exceeding a sum equal to 50% of the insured's liability limit) which includes, among others:

2.1 Payment of premium amounts for legal bails that the insured must give in guarantee of the payment being claimed under civil liability, covered under this policy.
2.2 Payment of expenses, costs and legal interests that the insured must pay under sentenced judicial or arbitrary resolution.

2.3 Payment of expenses incurred upon by the insured due to administrative and executing charges of the claims.

# B. Outline of Policy's Reach

1. The company's maximum liability limit for one or all events that can occur within one year of insurance, will be the insured amount indicated in the policy.

2. The occurrence of several events during this policy's coverage, arising out of the same or similar cause, will be considered as one event, which, at the same time, will be considered as having occurred at the time of the first event in the series.

# 3. Covered Liabilities

#### FAMILY ACTIVITIES AND DWELLINGS The civil liability due to damages to third parties, arising

out of private family activities, as owner and/or condominium of apartment or residence and, specially, but without being limited to: a) As head of household b) As owner and/or condominium of one or several apartments or residences (includes those inhabited on

# acceptance of liability.

#### 4. Insurance Beneficiary:

This Insurance Contract attributes the right to compensation directly on the damaged third party, who will be considered as its beneficiary from the moment of the accident.

#### 5. Reimbursement

If the third party is partially or totally compensated by the Insured, the latter will be reimbursed by the company in direct proportion.

#### 6. The Insured must provide the Company with the following information:

 Letter of Claim that the third party had addressed to the Insured.
 In case of the injured: medical certificate, prescriptions, pharmacy slips, medical fee receipt, hospitalization and proof of medical fees issued in authorized forms.

# - In case of death: the death certificate.

- Invoices or remissions that cover the amount of the property claimed by the Insured.

- In its case, copy of the lease contract.

#### Clause 21a. Territorial Limit

This policy will only be valid for losses and/or damages occurring and for expenses made within the territorial limits of the country of Mexico. This clause will be extended to cover the whole world in the following coverage: Family Civil Liability, when the Insured is on a study or pleasure trip and also for the coverage of articles to be used outside the Insured's property.

# Clause 22a. Rehabilitation

Notwithstanding the terms in the premiums clause 15a of these General Conditions, the insured can, within thirty days following the last day of the grace period mentioned in such clause, pay the premium of this insurance or the corresponding part if partial payments have been agreed upon; in this case, just because of this payment the effects of this insurance will be rehabilitated from the hour and day indicated in the proof of payment (in case the hour is not mentioned in the payment receipt, the policy will be understood to be rehabilitated at zero hours of the date of payment) and the original coverage period will be extended automatically for the same amount of time as the one counting from the last day of the grace period and the time and day in which the rehabilitation takes place.

Nevertheless, if at the latest when making the corresponding payment, the insured requests in writing that this insurance maintain its original coverage period, the company will adjust and in its case, will return immediately, in proportion, the premium corresponding to the period during which the effects of the policy ceased to take place.

Notwithstanding its automatic effect, the rehabilitation referred to in this clause must be made clear by the company, for administrative purposes, in the receipt that is issued for the corresponding payment and in any other document that is issued after such payment.

# Clause 23a. Communications

Any communication or declaration relating to this policy must be sent to the company in writing, at its place of residence.

#### Clause 24a. Glossary of Terms

#### Jewelry

Objects destined for personal decoration, created from combinations of: metals and precious jewels, pearls and fine pebbles.

#### House Furnishings

Furniture and accessories integrated inside a residential home. Furnishings have the characteristic of being able to move them whenever necessary.

# Ornaments

Items for tables, for worship and decoration articles in general, created from metals, generally gold and silver.

weekends or during vacations), and their garages,	Furs
gardens, pools, antennas, security installations and other	Of animal origin, they are chemically prepared to end up as material
belongings and accessories.	that is robust, flexible and resistant to rotting. Almost all the global
c) For damages as consequence of water spills, whether	production of furs and leather comes from bovine, woolen or goat
accidental or unforeseen. d) For participating in sports as	cattle. Other furs are also used, but in lesser proportion, they could be
an amateur.	from horses, pigs, kangaroo, deer, seal, walrus or different kinds of reptiles.
e) For the use of bicycles, skates, foot powered watercrafts or watercrafts that use ores, and non-	replies.
motorized vehicles.	Art Objects
f) For possession or use of non-lethal, air or firing	Those objects created by an artist or artisan, with generally decorative
weapons, used in hunting or for target practice, when	purposes, that comprehend the use of applicable arts, like: ceramic,
legally authorized for use and possession.	metal shaping, furniture, wallpaper, and polish.
g) As the owner of domesticated, hunting or guard	
animals.	Moons
h) During study trips, vacations, or pleasure trips, within the country of Mexico.	Crystal that is superimposed over a mirror or showcase.
i) For damages caused in common areas of the	Mirrors
condominium specified in this policy, in case the insured	Optical instruments, generally made of glass, with a smooth and
is a condominium and subtracting the percentage that	polished surface that forms images through the reflection of light.
corresponds as co-owner of such common areas.	
	Decorative Glass
FAMILY TRIPS OUTSIDE THE COUNTRY	This type of crystal or crystals are a surface that has different colored
The civil liability incurred upon the insured due to	glass, held together with strips of lead that covers the lining of the
damages to third parties, arising out of accidents that	windows, generally in mansions, churches or palaces.
occur during private study trips or vacations, outside the country of Mexico.	Covers
Sound y of Woxido.	Made preferably of glass material, they are placed over furniture like:
DOMESTIC WORKERS	tables, sills, desks or the like.
The civil liability incurred upon the insured's domestic	
workers is insured, as well as personal damages	Domes
suffered by the domestic worker himself, whenever they	Crystal or acrylic in the shape of a dome, they are placed on roofs or
are performing their functions.	walls to allow the entry of light.
4 Insured Persons	Custom lewelry
<b>4. Insured Persons</b> A. The person whose name and address are indicated in	Custom Jewelry Imitation jewelry made from materials such as amber, tin, rock crystal,
this policy are considered insured with regards to civil	nickel alloys, zinc, or copper.
liability for:	
- His/her own actions	Obsolete
- Actions by his/her children under legal custody	Rarely used, old, broken down, not updated for current conditions.
- Actions by any handicapped person under his/her	
custody	Domestic Worker
A. This insurance will expand to cover personal civil liability for:	Person who works for wages under work schedules of at least 40 hours
- The insured's spouse	a week, performing tasks related directly with domestic services.
- Children, students or handicapped, under legal custody	Rain Water
of the insured.	Relating to water in the form of rain and that can accumulate in roofs,
- Parents of the Insured or his spouse's parents,	patios or drainpipes.
whenever they live permanently with the insured and rely	
on his/her economic support.	Tornado
- Daughters, of legal age, that due to studies or single	Strong whirlwinds accompanied by a typical cloud in the shape of a
status are living permanently with the insured or under his/ her economic support.	chimney that descends from a cumulous cloud. Sometimes referred to
The above mentioned persons, (with the exception of	as a cyclone. A tornado can have a width of a few meters up to almost one kilometer in size at the ground contact zone, with an average of a
domestic workers), will never be considered as third	few hundred meters. It can penetrate a bit of land or travel great
parties for the effects of this Section of the Policy.	distances, causing many damages where it comes down.
5. Exclusions	Earthquake
it is hereby understood and agreed upon that this	Vibration of the earth's cortex mostly due to the movement of its plates
insurance will never cover nor will it never refer to:	Velegnia Eruption
a) Liabilities arising out of breach of contracts or	Volcanic Eruption
agreements and their corresponding replacement benefits.	Frequently violent emissions of solid, liquid or gaseous matter, originating deep under the earth's surface through a crack or crater.
b) Liabilities arising out of the use, ownership or	טואיזמנווא עכבף עוועבו גווב במונוז אטוומטב גוווטעטוו מ טומטג טו נומנפו.
possession of ships, airplanes, and land motor vehicles.	Hurricane
The previous exclusion does not apply to land motor	A system formed in the atmosphere due to winds moving through a
vehicles, which are only used inside the insured real	center of low pressure, like an eddy. For the most part they originate in
estate and do not need license plates for use in open	tropical zones and are capable of great violence.
areas.	The following Saffir-Simpson scale is used to determine a hurricane's
c) Damages arising out of participation in bets, races,	magnitude:
contests or sporting events of any type or their	
preliminary trials.	Category Magnitude Mind Oread
d) Damages arising out of the exploitation of an industry, business, performance of a job, career or paid service,	Category Magnitude Wind Speed
performance of an office even when they are performed	
in the start and start man may are performed	

as consulting. e) Liabilities arising out of restoring or remodeling jobs. f) Premium payments for bonds and/or guarantee that must be given for the insured to be free.

g) Every claim in a foreign country that has or represents a fine, a sentence, punishment, example, such as those given for punitive damages, for vindictive damages, for exemplary damages or any other with similar terminology.

# GENERAL CONDITIONS

#### Clause 1 a. Exclusions

#### Applicable to all Sections:

The Company will never be liable for losses or damages as a consequence of:

1. Hostilities, war activities or operations, whether war is declared or not, foreign enemy invasion, civil or internal war, revolution, insurrection, civil rights suspension or actions that originate these kind of situations, legal or not.

2. Directly or indirectly caused nuclear reactions, radioactivity or radioactive contamination.

3. Expropriation, requisition, confiscation, or retention of goods by legally recognized authorities, during the

course of their duties

4. Destruction of property during actions by legally recognized authorities, during the course of their duties, unless those actions tend to avoid a crime or they are performed under a humanitarian duty.

5. Continuous functioning (wear, cavity forming, erosion, corrosion, incrustations, scratches, and tears) or gradual decay, arising out of atmospheric or environmental conditions, or gradual settling of impurities inside pipelines or direct action of moths, termites, and insects in general.

6. Faults or deficiencies in the supply of electrical energy, gas or water when they are not sudden. 7. Natural vibrations or movements of the ground or subsoil such as sinkings, displacements, and normal settlings that are not sudden.

8. Maintenance costs, those arising out of improvements and fumigating.

Extreme Extensive Moderate	More than 250 Km/hr 210-249 Km/h 178-209 Km/h 154-177 Km/hr 119-153 Km/h
Minimum	119-153 Km/h
	Extreme Extensive

# Strona Winds

Winds associated with hurricanes, tropical depressions or tropical storms, whose destructive power is eloquent. All the phenomenon mentioned above have the following characteristics:

Phenomenon	Wind Speed		
Tropical Depression	Up to 61 Km/hr		
Tropical Storm	62-117 Km/hr		

#### Deductible

Amount or percentage established in a policy whose amount must go over in order to pay a claim. If the amount of the accident is lower than the amount set as deductible, its cost will be entirely covered by the Insured, if it is higher, the Company will only pay de excess amount.

#### Fee

Amount or percentage established in a policy whose amount must go over in order to pay a claim. If the amount of the accident is lower than the amount set as fee, its cost will be entirely covered by the Insured, if it is higher, the Company will pay de total amount of the accident, (without going over the insured amount).

# Article 25 of the Law on Insurance Contracts

If the content of the policy or its modifications are not in accordance with the offer, the Insured can request the corresponding rectification within 30 consecutive days after the day he/she receives the policy, after this time expires, the policy's stipulations or modifications will considered as accepted.