

ENDORSEMENT COVERING CIVIL LIABILITY FOR ACCIDENTS SUSTAINED BY OCCUPANTS OF PRIVATE VEHICLES OWNED OR NOT BY THE INSURED BUT IN HIS SERVICE

(IN EXCESS OF THE AUTOMOBILE POLICY)

Clause 1. Subject to the general and special conditions of the policy to which this endorsement is attached, the Company agrees to cover civil liability for death and medical expenses incurred by the Insured for accident sustained by other persons occupants of vehicles whether owned or not by him, which shall be used for the Insured's service.

Clause 2. The sum insured for death represents the maximum liability limit for the Company, while the medical expenses coverage is applied in excess of the maximum liability limit of the automobile policy for the same vehicle and covers expenses incurred with a limit of the sum insured.

CLAUSE 3. THIS COVERAGE IN NO CASE SHALL COVER NOR SHALL REFER TO:

- a) **VENICLE'S DRIVER.**
- b) **WHEN THE DRIVER IS DRUNK, UNLESS NO FAULT, INEXPERIENCE OR GRAVE NEGLIGENCE MAY BE ATTRIBUTED THERETO IN THE OCCURRENCE OF THE LOSS OR WHEN HE HAS TAKEN SOME ENERVATING OR ANY OTHER KIND OF DRUG.**
- c) **WHEN THE VEHICLE IS DRIVEN BY A PERSON WITH NO DRIVING LICENSE OF THE ADEQUATE CHARACTERISTICS TO DRIVE THE INSURED VEHICLE AND ISSUED BY A COMPETETENT AUTHORITY, UNLESS NO FAULT, INEXPERIENCE OR GRAVE NEGLIGENCE MAY BE ATTRIBUTED THERETO IN THE OCCURRENCE OF THE LOSS.**

DRIVERS PERMISSION SHALL BE CONSIDERED AS DRIVERS LICENSE FOR THE PURPOSE OF THIS ENDORSEMENT.

- d) **CONSANGUINEOUS MEMBERS OF THE FAMILY, INCLUDING RELATIVES IN THIRD GRADE OF THE INSURED AND DRIVER.**

e) INSURED AND DRIVER CONSORT

f) LOSS OR DAMAGE FOR BREACH OF CONFIDENCE.

g) LOSS OR DAMAGE WHEN THE VEHICLE IS STOLEN.

Clause 4. If at the time of the occurrence of the accident, the number of occupants exceeds the maximum of persons authorized in accordance with the vehicle's capacity, the liability limit per person shall be reduced proportionally.

Clause 5. Conditions for the effectiveness of the endorsement.

The named vehicle shall have automobile insurance with Medical Expenses coverage for occupants.

Clause 6. Legal expenses.

Legal expenses are included within the sum insured.

Clause 7. Territoriality.

Damages occurred within the Republic of Mexico.

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