

Annex to the MOTORHOME RENTAL AGREEMENT

## **RISKS COVERED BY THE INSURANCE:**

**BASIC COVERAGE, MATERIAL DAMAGES:** Except for the exclusions, the damage or material losses that the insured vehicle may suffer, including its parts and pieces, being the vehicle in circulation, at rest or during its transportation, are covered if these damages or losses are caused by:

### **Fire, lightning, explosion and transportation:**

- Incineration; due to the direct action of the fire as a result of its own combustion and short-circuit or caused by fire at the location where the vehicle is parked.
- Lightning; through the direct action of natural electric discharges on the vehicle.
- Explosion; by an internal or external explosion that affects the vehicle
- Transport: jamming in the road, collapse, fire, collision, overturning, derailment or air disaster of any means of transport in which the insured vehicle is transported or towed, whether by land, inland waterways or by air and cabotage, including the general average and salvage costs for which the carrier is legally liable.

**Collision or Overturning:** due to the direct and violent collision of the insured vehicle with another vehicle, object, person, animal, unevenness in the public road, that have not been classified as risk of collision, as well as its overturning or cliff fall.

**Subtractions:** For theft, robbery, misappropriation and subtraction of the insured vehicle to use it, except when the theft involves a motorcycle, scooter or three wheeled scooter.

### **In case of this coverage the following terms are understood as:**

- **Theft:** Profit-making forfeiture of the insured vehicle or its parts, and accessories, provided that violence is used against the property or violence or intimidation of the driver, owner or the person who holds it into custody or under his responsibility.
- **Robbery:** The robbery for profit of the insured vehicle or its parts, and accessories, without the use of force on the property or any violence or intimidation on the persons.
- **Misappropriation:** The appropriation of the insured vehicle or its parts and accessories by a third party to whom they have been entrusted, with the aim of obtaining an advantage or unlawful capital benefit for themselves or for another person
- **Subtraction of the insured vehicle for own benefits:** The theft of the insured vehicle or its parts and accessories by a third party for the purpose of using it or having it temporarily used by another person.

**Comprehensive Coverage:** Due to the direct and immediate violence of a cyclone, jerky wind, whirlwind, tsunami, hailstorms, rainfall, flooding caused by the previous events, earthquake, total or partial collapse of buildings, fall of aircraft or objects, birds, public disorders, deliberate or negligent acts of third parties and unevennesses on public roads that are not classified as hazardous.

#### **ADDITIONAL COVERAGE, CIVIL RESPONSIBILITY:**

The Insurer, with the exception of the exclusions, covers the liability of the Insured as a result of an accident with the insured vehicle in which third parties have died, have suffered personal injury or damage to his property is caused. This responsibility must be reported in advance to the Insured by the authority that is legally authorized to do so or by means of an extrajudicial agreement that has been signed by mutual agreement between the Insured, the Third Party Involved and the Insurer.

#### **In case of this coverage the following terms are understood as:**

- **Damages to the property of others:** Those caused accidentally by the insured vehicle to the property of third parties, up to the limit specified in the Special Conditions.
- **Bodily injury or death:** Those caused accidentally by the insured vehicle to third parties, up to the limit specified in the Special Conditions.

**Extension of the legal liability coverage:** The Insurer, for the sole purpose of stipulating the Civil Liability, will consider, as if it was the Insured, any other person who, with the consent of the Insured and insurer, is driving the insured vehicle, always provided that the driver observes and complies the terms and conditions of this Policy.

**BENEFITS:** The Insurer guarantees, without additional premium payment, the following services:

1. **Towing expenses:** It will cover the expenses incurred by the Insured, up to the maximum limit of three hundred (\$ 300.00) pesos, for the towing of the damaged vehicle, caused by any of the risks covered by this Policy.
2. **Specialized assistance in the event of an accident:** It will cover the processing, verification and specialized advice in the event of any of the risks covered by the Policy.
3. **Legal Defense:** Will cover the natural persons, up to the maximum limit of three hundred (\$ 300.00) pesos, the expenses associated with the legal defense of the Insured, derived from a traffic accident covered by the Policy.

**EXCLUSIONS:** The Insurer will not compensate the consequences of the following events:

- a) Acts committed intentionally by the Insured, their representative, spouse or family members up to the fourth degree of consanguinity and the second degree of affinity.
- b) Damages or material losses produced before the conclusion of the policy or during the suspension of the effects of any coverage or for non-payment on the established dates.
- c) The damages or material losses derived from the action of time or the deterioration of the insured vehicle.
- d) Damages or losses caused to animals and objects owned by the Insured or by third parties, while they are being or transported in the insured vehicle.
- e) The damages caused by loss of profits and other indirect damages of any kind.

- f) Accidents occurred while the insured vehicle is used in races or similar competitions or in tests for such events, or while it is intended for apprenticeship or training, or when it is used in the commission of a crime or in the transportation of explosives, toxic or flammable materials, or used in a different manner from the one declared by the Insured or Insurer when contracting the insurance.
- g) The damages suffered by the vehicle that, directly or indirectly, were caused or aggravated by nuclear reaction, nuclear radiation or radioactive contamination.
- h) War declared or not, invasion, acts of foreign enemies, riot, civil commotion, insurrection, uprising, rebellion, sedition or acts that the laws qualify as crimes against the Internal Security of the State, as well as the application of the State of Emergency as a result of this.
- i) The burden of proof is not or insufficiently fulfilled to reliably take cognizance of the incident, the causes, the degree of responsibility of the insured or driver of the insured vehicle and all other elements or circumstances associated with the harmful event.

**In addition, the following facts are excluded for Material Damage coverage:**

- a) Driving the insured vehicle in an intoxicated state or affected the ability to drive because the driver has ingested alcoholic beverages, or is under the influence of ingesting toxic drugs, or hallucinogenic, hypnotic, narcotic or other substances with similar effects.
- b) The absence of a driving license from the driver of the insured vehicle, or the driving license, does not correspond to the category of the insured vehicle, as well as the violation of the penalty of deprivation or suspension of the driving license.
- c) The violation of the legal requirements regarding the number of people transported according to the capacity of the insured vehicle as weight, measure, or passengers in places not suitable for that purpose or in vehicles not officially authorized to provide that service.
- d) The damages occurred during the transportation of cargo or passengers in places not suitable for such purpose or in vehicles not officially authorized to provide this service.
- e) The violation of the current law regarding the efficient technical state and safety of the vehicle when driving on public roads.
- f) Damage to tires and chambers due to punctures and eruptions, unless this is the direct result of an accident that has also affected other parts of the vehicle.

**Excluded for extensive coverage:**

- a) Damage or losses caused by weather phenomena to the insured vehicle, if the Insured or the Policyholder has not taken timely preventive measures to retain the property, to prevent damage or to reduce the consequences, in accordance with the guidelines and regulations established by the authorities of public transport, civil protection and the Institute of meteorology, as appropriate.
- b) Damages due to the admission of water into the engine, when parked or when driving with the insured vehicle through a flood.
- c) Damages caused to the engine and mechanical aggregates, as a result of the use of contaminated fuel.

**Excluded from coverage of Civil Liability, in addition to paragraphs a), b), c) and d) appearing in the section that regulates the exclusions for coverage of Material Damage, are the consequences of the following events:**

- a) The damage caused to the driver of the insured vehicle and to the assets of which the Policyholder, Insured, owner or driver, as well as that of the spouse or relatives of the Insured, to the fourth degree of consanguinity and the second degree of affinity.
- b) The damages suffered by the insured vehicle, as well as by the objects transported in it.
- c) Damages for which a third party is responsible and for which the Insured is not obliged to respond.
- d) The obligations of the Insured, derived from an employment relationship.

**Insurance Coverage Compensation Limit for:**

- 1) **BASIC COVERAGE, MATERIAL DAMAGES, Fire, Lightning, Explosion and Transportation, Collision or Overturning, Subtractions, Comprehensive Coverage.**
  - Insured value: value of the vehicle.
- 2) **ADDITIONAL COVERAGE, CIVIL RESPONSIBILITY for bodily injury or death and damage to others property.**
  - Compensation limit: \$ 100,000.00
  - Limited to \$ 20,000.00 for bodily injury or death per person
  - Limited to \$ 15,000.00 for damage to property by a third party.

**This document represents an extract of the General Conditions of the Transport Vehicle Insurance contract for land transport between the National Insurance Company, ESEN, and Daiquiri Tours S.A.**

**By signing this document, the Guest declares to be aware of the conditions, exclusions and indemnity limits of the insurance.**

**La Habana, \_\_\_\_\_ Guest, \_\_\_\_\_**

**Assistance telephone numbers in case of an emergency:**

- +53 7 2617133
- +53 7 2045720
- +53 7 2062749

**THIS INSURANCE GUARANTEES ASSISTANCE IN CASE OF AN EMERGENCY, 24/7 365 DAYS A YEAR**

**In case of an emergency, please contact the nearest agency, located in any province:**

<b>PINAR DEL RIO:</b>	Tel. (048) 767707.
<b>LA HABANA:</b>	Tel. (07) 2049255,2049256.
<b>CIUDAD HABANA:</b>	Tel. (07) 2049255,2049256.
<b>MATANZAS:</b>	Tel. (045) 253416, 253810. Ext 151
<b>VILLA CLARA:</b>	Tel. (042)210203.
<b>CIENFUEGOS:</b>	Tel. (043) 51 5313.
<b>S. SPIRITUS:</b>	Tel. (041) 342368
<b>CIEGO DE ÁVILA:</b>	Tel. (033) 200937.
<b>CAMAGUEY:</b>	Tel. (032) 29 6700. Ext. 110,122
<b>LAS TUNAS:</b>	Tel. (031) 346840, 346924
<b>HOLGUIN:</b>	Tel. (024) 424580.
<b>GRANMA:</b>	Tel. (023) 427623.
<b>SANTIAGO DE CUBA:</b>	Tel. (022) 642954,644738.
<b>GUANTÁNAMO:</b>	Tel. (021) 302316.
<b>ISLA DE LA JUVENTUD:</b>	Tel. (046) 326187